

**AMENDED AND RESTATED DECLARATION OF THE
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CONIFER RIDGE PROPERTY OWNERS ASSOCIATION, INC.**

(Effective November 2, 2012)

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FOR
CONIFER RIDGE PROPERTY OWNERS ASSOCIATION, INC.**

This AMENDED AND RESTATED DECLARATION OF THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (the “Declaration”) is made and entered into as of November 2, 2012.

RECITALS

WHEREAS, Declarant was the record owner of a parcel of real property situated in Jefferson County, Colorado, known as Conifer Ridge, more particularly described in Exhibit A, attached hereto and by this reference incorporated herein (the “Property”);

WHEREAS, Declarant desired that the Property be developed generally in accordance with a master plan and general scheme of development into a residential community to be known as “Conifer Ridge;” and,

WHEREAS, the functional right(s) duty(s) and purpose(s) of the original “Declarant” (Conifer Associates, LLC) as embodied in the Declaration of Protective Covenants, Conditions and Restrictions of Conifer Ridge recorded on October 15, 1993 at Reception Number 93165657 in records of the Clerk and Recorder of the County of Jefferson, State of Colorado, having been fully performed and satisfied, said right(s), duty(s) and interest(s) of said Declarant have been transferred, for all purposes, to Conifer Ridge Property Owners Association, Inc. Therefore, the Conifer Ridge Property Owners Association, Inc. name and entity shall be and is hereby substituted for any all purposes for and in lieu of the originally named and designated “Declarant” in these Amended Declaration of Protective Covenants, Conditions and Restrictions for Conifer Ridge; and,

WHEREAS, the Conifer Ridge Property Owners Association, Inc. (the “Association”), a Colorado non-profit corporation, has been incorporated to act as a homeowners’ association with the powers of managing, maintaining and administering the common areas within the Property, administering and enforcing these covenants, conditions, and restrictions, collecting and disbursing funds pursuant to the assessments and charges hereinafter created, and performing such other acts as are herein provided or which generally benefit its members or the Property; and,

WHEREAS, pursuant to Colorado law [C.R.S. §38-33.3-217 (a)], the maximum requirement to amend the Declaration of Protective Covenants, Conditions and Restrictions is 67 percent of the total Association vote; and,

WHEREAS, certain of these Articles and Sections of the Declaration of Protective Covenants, Conditions and Restrictions have been amended by Owners holding more than 65 percent of the total Association vote (or at least 21 lots);

NOW THEREFORE, to further the general purposes herein expressed, Conifer Ridge Owners Association, Inc., for itself, its successors and assigns, hereby declares that all of the Property shall at all times, be owned, held, used and occupied subject to the provisions of this Declaration and to the covenants, conditions and restrictions herein contained.

Article I DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

(a) “Annual Assessment” shall mean the charge levied and assessed each year against each Lot pursuant to Section 4.2, hereof.

(b) “Association” shall mean the Conifer Ridge Property Owners Association, Inc., a Colorado nonprofit corporation organized or to be organized to administer and enforce the covenants and to exercise the rights, powers and duties set forth in this Declaration, its successors and assigns.

(c) “Board” shall mean the Board of Directors of the Association.

(d) “CCIOA” shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-22.3101, *et seq.*, as such Act may be amended from time to time.

(e) “Common Area” shall mean all land within Conifer Ridge that the Declarant designates as Common Area by this Declaration, a plat, or other recorded instrument and all land within Conifer Ridge for which the Association has been granted an easement or has been permitted to use. Common Area shall also include, but not be limited to, areas shown on any recorded plat for Conifer Ridge as

- (i) Cisterns and Fire Access Easements,
- (ii) Utility Easements and Drainage Easements,
- (iii) Storm Water Detention Ponds, and
- (iv) Main Entry Sign and other Sign Locations as designated by The Board.

(f) “Common Expenses” shall mean all expenses of maintenance, utilities and taxes incurred on or in connection with Common Areas within Conifer Ridge, the expenses of owning, operating and maintaining within Conifer Ridge, all insurance premiums, all expenses incurred in connection with enforcement of this Declaration, all expenses expressly declared to be Common

Expenses by this Declaration or the Bylaws of the Association and all other expenses which the Association is entitled to incur pursuant to the provisions of this Declaration or the Bylaws.

(g) “Dwelling Unit” shall mean one or more rooms in a dwelling occupied by one family living independently of any other family, and having not more than one indoor kitchen facility which is limited to use by the one family.

(h) “Lot” shall mean any area of real property within Conifer Ridge designated as a Lot on any subdivision plat recorded or approved by Declarant.

(i) “Maintenance Charges” shall mean any and all costs assessed against an Owner’s Lot and to be reimbursed to the Association for work done pursuant to Sections 5.2 and 5.3 and fines, penalties and collection costs incurred in connection with delinquent assessments pursuant to Section 4.6.

(j) “Member” shall mean any person holding a membership in the Association.

(k) “Owner” shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an “Owner.”

(l) “Private Drives” shall mean any area of real property within Conifer Ridge designated as a Private Drive on any subdivision plat recorded or approved by Declarant.

(m) “Special Assessment” shall mean any assessment levied and assessed pursuant to Section 4.3.

Article II MEMBERSHIP AND VOTING

Section 2.1 **Members**. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an Owner’s Lot and any such transfer shall automatically transfer the membership appurtenant to said Lot to the new Owner thereof.

Section 2.2 **Voting**. The Association shall have one class of voting membership.

(a) **Members**. All Members shall be entitled to one vote for each Lot owned, subject to the authority of the Board to suspend the voting rights of the Member for violations of this Declaration in accordance with the provisions hereof. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Voting**. Except as otherwise set forth herein the affirmative vote of a majority of the total of all Members voting on any matter shall be sufficient to approve such matters.

Section 2.3 No Cumulative Voting. In any election of the member of the Board, every owner entitled to vote at such an election shall have a number of votes for each Lot owned in accordance with the provisions set forth under Section 2.2 times the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of Board members to be elected, shall be deemed elected. Cumulative voting shall not be allowed in the election of members of the Board or for any other purpose.

Article III ASSOCIATION

Section 3.1 Formation of Association. The Association shall be a nonprofit Colorado corporation charged with the duties and invested with the powers prescribed by law as set forth in its Articles of Incorporation and Bylaws and this Declaration. Neither the Articles of Incorporation nor Bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 3.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board in accordance with the Articles of Incorporation and Bylaws of the Association as the same may be amended from time to time. The Board shall be composed of three members. The Board may also appoint various committees and appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the Manager or any other employee of the Association.

Section 3.3 Conifer Ridge Rules. By a majority vote of the Board, the Association may, from time to time, adopt, amend and repeal rules and regulations to be known as the Conifer Ridge Rules.

Section 3.4 Personal Liability. No member of the Board, officer, manager or other employee or committee member of the Association shall be personally liable to any Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, negligence, or other matter of any kind or nature except for acts performed intentionally and with malice.

Article IV ASSESSMENTS

Section 4.1 Purpose of Assessments; Assessment Lien. All Members of the Association hereby covenant and agree, and each Owner by acceptance of a deed to a Lot is deemed to covenant and agree, to pay to the Association the following assessments and charges: (a) Annual Assessments, (b) Special Assessments, and (c) Maintenance Charges, all such assessments and charges to be established and collected as hereinafter provided. The Annual Assessments, Special

Assessments and Maintenance Charges, together with interest, costs, and reasonable attorney's fees, shall be secured by a lien (the "Assessment Lien"), on the Lot to which they relate in favor of the Association which shall be a continuing servitude and lien upon the Lot against which each such assessment or charge is made. The assessment Lien shall be a charge on the Lot, shall attach from the date when the unpaid assessment or charge shall become due and shall be a continuing lien upon the Lot against which each such assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Assessment Lien may be foreclosed by the Association in the manner as a mortgage on real property upon the recording of a Notice of Delinquent Assessment or Charge as set forth in Section 4.7 hereof. The Association shall be entitled to purchase the Lot at any foreclosure sale.

Section 4.2 Annual Assessments. Commencing with the year following the recordation of this Declaration, an Annual Assessment shall be made against each Lot for the purpose of paying (or creating a reserve for) Common Expenses. Until October 1, 1994, the Annual Assessment for all Lots shall be \$___ per lot.

(a) From and after October 1, 1994, the Annual Assessment may be increased each year not more than five percent above the Annual Assessment for the previous year without a vote of the Members.

(b) From and after October 1, 1994, the Annual Assessment may be increased above five percent by a vote of 66 and two thirds percent of the Members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4.3 Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Areas, or for the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the assent of a majority of the total number of votes held by the Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 4.4 Uniform Rate of Assessment. Annual Assessments shall be fixed at a uniform rate for all Lots and may be collected on a yearly basis or more frequently if the Board shall so determine.

Section 4.5 Establishment of Annual Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be January 1 through December 31. The Board in its sole discretion from time to time may change the Assessment Period by recording with the County an instrument specifying the new Assessment Period. The Board shall fix

the amount of the Annual Assessment against each Lot at least thirty days in advance of the end of each Assessment Period. Written notice of the Annual Assessment shall be sent to each Member. The owner of record on December 31 shall be responsible for payment of the Annual Assessment. The Annual Assessment shall not be prorated due to ownership changes during the Annual Assessment period. Failure of the Association to send a bill to any Member shall not relieve the Member of liability for payment of any assessment or charge. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 4.6 Effect of Nonpayment. Any assessment or charge or installment thereof not paid when due shall be deemed delinquent and shall bear interest at the rate of 18 percent from thirty days after the due date until paid, and the Member shall be liable for all costs, including attorney's fees, which may be incurred by the Association in collecting the same. The Board may also record a Notice of Delinquent Assessment or Charge against any Lot as to which an assessment or charge is delinquent. The Notice shall be executed by an officer of the Board, set forth the amount of the unpaid assessment, the name of the delinquent Owner and a description of the Lot. The Board may establish a fixed fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency and recording a release of said lien, which fixed fee shall be treated as part of the Maintenance Charge of the Association secured by the Assessment Lien. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment, or foreclose the lien against said Owner's Lot. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the benefits derived from assessments or abandonment of his Lot.

Section 4.7 Priority of Lien. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is a lender who has lent funds with a Lot as security, or held by the lender's successors and assigns, and shall also be subject and subordinate to liens for taxes and other public charges. Except as provided above, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. Sale or transfer of any Lot shall not affect the Assessment Lien.

Article V MAINTENANCE

Section 5.1 Common Areas. The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Areas. The Board shall be the sole judge as to the appropriate maintenance of all Common Areas and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Board or by its duly delegated representative.

Section 5.2 Assessment of Certain Costs. In the event that the need for maintenance or repair of Common Areas and other areas maintained by the Association is caused through the willful or negligent act of any Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Maintenance Charge to which such Owner's Lot is subject and shall be secured by the Assessment Lien.

Section 5.3 Improper Maintenance. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of Conifer Ridge which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration; or in the event any Member is failing to perform any of its obligations under this Declaration or the architectural guidelines and standards of the Design Review Board, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Member that unless corrective action is taken within fourteen days, the Board may cause such action to be taken at said Owner's cost. If, at the expiration of said fourteen-day period of time, the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the Maintenance Charge and shall be secured by the Assessment Lien.

Section 5.4 Storm Water Detention Ponds. The Association, or its duly delegated representative, shall maintain and otherwise manage the Storm Water Detention Ponds and Easements and the Fire Access Easements, located in Conifer Ridge as a part of the Common Area for the benefit of Owners of Lots within Conifer Ridge. The Board shall be the sole judge as to the appropriate maintenance and upkeep of these areas.

Section 5.5 Private Drives. Private Drives shall be maintained cooperatively by Lot owners using the Private Drives as access to their homes/Lots in accordance to the Road Maintenance Agreement for that Driveway.

Section 5.6 Entry Sign. The Association, or its duly delegated representative, shall maintain and otherwise manage the Conifer Ridge Entry Sign and Entry Sign Area. The Board shall be the sole judge as to the appropriate maintenance and upkeep of these areas.

Section 5.7 Forest Management Program. The Association intends to implement a forest management program in cooperation with the recommendations from the Colorado State Forest Service to assure review of proposed building improvements in connection with mitigation of wildfire safety problems, control of infestation of harmful insects and regulation of wildlife protection measures. All Owners hereby covenant and agree to strictly adhere to any and all rules and regulations which may be imposed in connection with the implementation of this program.

Article VI
RIGHTS AND POWERS OF THE ASSOCIATION

Section 6.1 **Association's Rights.** In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have the such rights and powers as are set forth in its Articles of Incorporation and Bylaws.

Section 6.2 **Rights of Enforcement.** The Association, as the agent and representative of the Members, shall have the right to enforce the covenants set forth in this Declaration. The Association or the Declarant 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 the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Article VII
INSURANCE

Section 7.1 **Insurance on the Lots.** Each Owner shall obtain and maintain hazard and liability insurance covering loss, damage or destruction by fire or other casualty to the improvements installed or made to their Lot or property and covering any injuries occurring to any persons while on a Lot.

Section 7.2 **Insurance to be Carried by the Association.** The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the CCIOA, which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the state of Colorado.

(a) **Hazard Insurance on Common Areas.** To the extent required by the CCIOA, the Association shall obtain hazard insurance with broad form coverage in an amount not less than the full insurable replacement cost of the insured property, less applicable deductibles for any improvements installed or made to any Common Areas and the other property of the Association.

(b) **Association Liability Insurance.** The Association shall obtain public liability and property damage liability insurance covering any Common Areas in such amounts as the Board may determine from time to time, covering claims for bodily injury or property damage.

(c) **Association Fidelity Insurance.** The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in a minimum amount equal to the equivalent to two months of operating funds plus reserves.

(d) Association Worker's Compensation and Employer's Liability Insurance. The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, in the amounts and forms as may now or hereafter be required by law.

(e) Directors' and Officers' Personal Liability Insurance. The Association shall obtain directors' and officers' personal liability insurance to protect the officers, directors, committee members and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting on behalf of the Association. The directors' and officers' liability policy shall include coverage for non-monetary claims.

Section 7.3 Other Association Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 7.4 Insurance Premium. Insurance premiums for insurance provided by the Association shall be a Common Expense to be included as part of the annual assessments levied by the Association.

Section 7.5 Managing Agent Insurance. The manager or managing agent, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omission insurance, workers' compensation, unemployment and fidelity coverage.

Section 7.6 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Areas unless the damage is caused by the negligent or willful act or omission of an Owner, the Owner's family, guests, or invitees, in which case the Association shall seek reimbursement of the deductible amount in compliance with and under the terms of the Declaration.

Section 7.7 Damage to or Destruction of Residences on Lots. In the event of damage to or destruction of Dwelling Unit on a Lot, the Owner shall proceed promptly to repair or reconstruct the damaged residence in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Lot Owner in cases of substantial damage or destruction. If the Dwelling Unit is substantially destroyed and a determination is made not to rebuild or reconstruct, the Owner shall promptly clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with this Declaration.

Article VIII
DESIGN REVIEW BOARD

Section 8.1 **Purpose.** In order to create, maintain and improve Conifer Ridge as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Design Review Board.

Section 8.2 **Creation.**

(a) The Board shall establish a Design Review Board which shall consist of such odd number of regular members and alternate members as the Board may designate and such members shall be appointed by the Board. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association. Any such member may be removed with or without cause by the Board at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member.

(b) The Design Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects or urban designers, who need not be licensed to practice in the State of Colorado to advise and assist the Design Review Board in performing the design review functions prescribed in this Declaration and carrying out the provisions set forth herein.

Article IX
COVENANTS, CONDITIONS AND RESTRICTIONS

Section 9.1 **Use of Lots.** All Lots within Conifer Ridge shall be used only for the construction and occupancy of one single family Dwelling Unit together with off street parking for a minimum of four vehicles in garages, carports and on driveways and parking aprons as approved or required by the Design Review Board. All Lots shall be used, improved and devoted exclusively for such single family residential use.

In keeping with the residential nature of Conifer Ridge, home-based businesses shall be allowed if they meet the following requirements:

- (a) the nature of the business does not increase the amount of traffic within the community;
- (b) the appearance of the house is purely residential;
- (c) no commercial signage is permitted on a finished residence or Lot;
- (d) delivery and shipping activities are restricted to small packages and parcels, such as FedEx, UPS and USPS; and

(e) the nature of the business does not create a noise, traffic or visual nuisance for nearby homes.

Section 9.2 Construction Approvals Required. No Owner shall make any improvements, alterations, repairs, excavation, grading, landscaping or other work which in any way alters the exterior appearance of any property within Conifer Ridge, or the improvements located thereon, from its natural or improved state without the prior approval of the Design Review Board. Subsequent to receiving approval of the Design Review Board and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Jefferson County. In accordance with requirements imposed by the Forest Management Program, plans for each Lot may also have to be reviewed for wildfire safety by the Colorado State Forest Service and Owners may be required to complete wildfire mitigation work prior to issuance of a building permit.

Section 9.3 Architectural Control. No building, fence, wall, other structure, or other improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, 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, through a Design Review Board composed of three (3) or more representatives appointed by the Board, which may or may not be members of the Association. Any live tree removal, landscaping or gardening shall be deemed any improvement for purposes of this Article. Thereafter, the Design Review Board shall be responsible for reviewing and approving all improvements, construction, landscaping, or other submissions required by the provisions of these covenants. In addition, the Design Review Board shall have absolute and total design control over the Properties. In addition to the express provisions of these covenants, the Design Review Board shall exercise its best judgment in reviewing all proposed improvements and changes, as set forth herein, with the end purpose of maintaining the highest standards of residential living. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Design Review Board may, from time to time, promulgate and approve Architectural Standards and Construction Regulations, and to modify same, provided said Regulations and amendments shall apply only to units constructed subsequent to the adoption of said Regulations.

Section 9.4 Animals and Wildlife. Conifer Ridge is designed to encourage the movement of and habitat maintenance of the existing wildlife species; therefore, animal covenants will be strictly enforced. Such wildlife, except songbirds, shall not be fed. Further, such wildlife shall not be hunted or disturbed by pets, occupants or guests of Conifer Ridge property Owners.

Conifer Ridge residents and guests are required to clean up after their dogs and horses off their own property within the Conifer Ridge subdivision.

(a) Residents of Conifer Ridge may keep a maximum of three dogs and three cats as household pets so long as such pets are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to Conifer Ridge residents. Pets shall be confined to Owner's property by use of a Design Review Board approved fence, kennel, or similar control device. The maximum area for invisible fence confinement shall not exceed four acres.

(b) Howling dogs or incessant barking at any hour represents a nuisance to neighbors and must be controlled. In any event, all Jefferson County Animal Control Regulations apply within Conifer Ridge and all dogs or cats shall be controlled so as not to create a nuisance for the neighbors or the wildlife.

(c) Livestock and barnyard animals shall not be permitted. This includes, but is not limited to, cattle, sheep, pigs, chickens, goats, donkeys, alpacas, llamas or mules. Animals kept for any commercial purposes shall similarly be prohibited.

(d) A maximum of three horses per site is permitted subject to Design Review Board approved corrals, stables, barns or other outbuildings. Maintenance and cleaning of horse areas must be performed on a regular basis so as not to create a nuisance with respect to visual impact, odors, or insects.

(e) The Association shall be obligated to and shall provide for regulations, manpower and funds to enforce animal control, to exclude uncontrolled animals from Conifer Ridge or to provide for the orderly removal of stray animals.

(f) Property Owners in violation of Animal Covenant Section 9.4 shall be liable for payment of any costs associated with the violation. Such costs shall be determined by the Board and the recovery of said costs shall be in the form of a Maintenance Charge.

Section 9.5 Water Service, Use and Regulation. Each Owner and the Association shall be responsible for compliance with:

(a) the Findings of Fact, Conclusions of Law, Judgment and Decree of the District Court of Colorado, Water Division No. 1, Case No. 92-CW-074 (the "Decree");

(b) any subsequent modifications or alterations of the Decree which are duly entered by a court of competent jurisdiction; and

(c) any and all other duly entered orders or decisions of a court or administrative agency of competent jurisdiction which affect or pertain to water usage on the Property. Without limiting the generality of the foregoing, the Owners and the Association shall be subject to the following restrictions:

(i) Any and all use of water on the Property shall be limited to (A) in-house use typical for residential dwellings; (B) irrigation of lawns and gardens on the Lots and (C) any other

uses permitted in the Decree.

(ii) Each well shall be constructed, maintained, and operated in a manner which complies with the Decree and shall be located on each Lot so as to minimize the potential for interference with other existing and future wells or septic systems on the Property. Each Owner shall be responsible for the installation and maintenance of such measuring devices on that Owner's well as may be required by the Division Engineer.

(iii) The Association shall hold the shares of stock of Mountain Mutual Reservoir Company ("Mountain Mutual") associated with all uses of water within the subdivision and will be responsible for enforcing the decreed limitation on each site.

(iv) Notwithstanding any other provisions of this Section 9.5, the Association shall be fully empowered to ensure that total annual consumptive use of all water on the Property shall not exceed the amount of replacement water actually available pursuant to Decree.

(v) The Association shall have the right and full discretion to curtail any and all water usage on any Lot should water usage on the Property exceed the amount of water actually available pursuant to the Decree. Outside irrigation water use shall be curtailed before any restrictions on in-house domestic uses are adopted.

(vi) The Association shall maintain records of water usage on the Property as required by the Decree and shall furnish copies of those records to the Division Engineer and Mountain Mutual upon request. Each Owner shall provide to the Association such information concerning water usage on the Owner's Lot as the Association may from time to time request.

Section 9.6 Ownership of Water Stock. The Owners and the Association shall be subject to the terms of (a) the bylaws of Mountain Mutual, recorded in Jefferson County under Reception No. 86143080, on November 19, 1986; and (b) the Articles of Incorporation of Mountain Mutual. Without limiting the generality of the foregoing, the Owners and the Association shall be subject to the following restrictions:

(a) Each Owner and the Association shall pay all assessments of Mountain Mutual as they are made and levied for the lawful and reasonable operations of Mountain Mutual in accordance with the bylaws of Mountain Mutual.

(b) The water supply to meet the annual water requirements for each Lot shall be furnished by means of an on-site well.

(c) Each Owner will furnish the water supply to meet the annual water requirement for his Lot through the diversion of water from an on-site well under a permit approved by the State Engineer; he will pay all costs for the drilling and equipment of the well; and he will pay all costs and expenses incurred in obtaining the well permit.

(d) Each owner will pay all costs for the construction of an on-site sewage disposal system on his Lot and will pay all expenses incurred in the operation and maintenance of such sewage disposal system.

(e) Each Owner of the Association may not waste water or use it for any purposes other than those permitted by well permit and, if an Owner or the Association commits waste of uses of water for any other purpose, Mountain Mutual may withhold replacement water. Each Owner and Mountain Mutual also agree that Mountain Mutual may withhold replacement water if all assessments are not regularly made and paid when due and payable.

(f) The water supply available from the exercise of the water rights held in trust by Mountain Mutual for the stockholders is dependent upon the legal and physical availability of water under those water rights. No liability shall be incurred on account of any failure to deliver replacement water due to the legal or physical unavailability of water. Also, no liability shall be incurred by Mountain Mutual or the Association on account of any failure to meet the augmentation requirements of single or combined plans for augmentation contracted for or approved by North Fork Associates in the event Mountain Mutual's reservoir system should become inoperable because of flood or other occurrence beyond the control of Mountain Mutual.

(g) The provisions and agreements contained in Article I of the Bylaws of Mountain Mutual shall be covenants running with the land and shall be binding upon each stockholder, his heirs, personal representatives, successors and assigns, and all instruments affecting title to any Lot or other tract of land described and located in a decreed plan for augmentation and any water rights appertaining thereto shall be subject to the provisions and agreements contained in said Article.

Section 9.7 Reservation of Easements. The Association has been granted the following perpetual, non-exclusive easements:

(a) an easement over Lot 27 for the construction and maintenance of an entry sign or marker for Conifer Ridge;

(b) an easement for the purpose of maintaining the storm water detention facilities within the subdivision; and

(c) 10 foot easements parallel to and on each side of all Lot lines and upon, across, over and under each Private Drive easement, for ingress to, egress from, and the installation, replacing, repairing and maintaining of any and all utility service lines and systems as well as storm water detention facilities.

No improvements, shrubs, trees, or obstructions of any kind shall be permitted within easements and rights-of-way or "no build" areas as described by the recorded plat. These easements shall remain open and readily accessible at all times.

Section 9.8 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings, storage facilities or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

Section 9.9 Nuisances; Construction Activities; Firearms; Hunting. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupant. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the Design Review Board. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Design Review Board, which may also require screening of the storage areas. The Board in its sole discretion shall have the right to determine the existence of any such nuisance. No noxious or offensive activity shall be permitted within Conifer Ridge. No hunting nor discharge of any firearm or weapon including bows/arrows is permitted; nor the use of fireworks nor any outside burning shall be permitted.

Section 9.10 Diseases, Insects and Noxious Weeds. No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects. Owners shall take practical precautions against advancing pine beetle, including steps recommended by the Colorado State Forest Service. Owners shall take action to eliminate noxious weeds from their Lot.

Section 9.11 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 9.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished. In the event that said maintenance is not performed by the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, and the Association may enter upon the property at any time during reasonable business hours to carry out such maintenance.

Section 9.12 Drilling and Exploration. No Lot shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

Section 9.13 Mechanical Projection. As permitted by federal law, small satellite dishes, antennas and microwave receivers are allowed to be attached to the home without Design Review Board approval. Large satellite dishes and tower antennas are not allowed. All mechanical equipment shall be incorporated as an integral part of the architectural character of any building

erected whenever possible. Deviations from this standard must be approved by the Design Review Board.

Section 9.14 Restriction on Further Subdivision, Property Restrictions and Rezoning.

No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Board and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the proposed use otherwise complies with this Declaration.

Section 9.15 Set Back Requirements. There shall be no general rule for the location of improvements with relation to property lines, but location of such improvements shall receive the advance approval of the Design Review Board as per Section 9.3 and all improvements shall also conform to the Jefferson County A2 Zoning Regulations as of the date of the recordation of these covenants.

Section 9.16 Restoration of Lots. Within the first seasonable three (3) months following the issuance of a Certificate of Occupancy from Jefferson County, Owners must have restored excavated/disturbed areas to conform to similar/natural conditions around the home. Landscaping designs shall be approved by the Design Review Board. All lawns and shrubbery should be xeriscape in nature and employ water conserving grasses such as fescue. In the event restoration is not completed within the applicable time period, Declarant may complete said restoration at the expense of the Owner.

Section 9.17 Trash Removal. All equipment, service yards, or storage piles shall be kept so as to conceal them from view of streets, drives or neighboring Lots. All slash and/or woodpiles shall be removed on a regular basis and not allowed to accumulate for more than 120 days, weather permitting. (Orderly stacked cut logs are permitted.) All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All trash containers must be kept indoors and will have securely fastened lids to discourage wildlife from opening the containers. Trash containers shall be placed at the street for pick-up on the morning of pick-up (not the night before) and shall be removed from the street by the end of the day of pick-up.

Section 9.18 Signs. No sign(s) shall be permitted on any Lot, except those listed below in this Section, if such sign(s) are visible from any roadway, Private Drive, neighboring Conifer Ridge property or Common Area. No sign shall be attached or fastened to any natural feature including existing trees, with the exception of fire department provided emergency address signs. In no event

shall a sign exceed five square feet unless approved by the Design Review Board. Any exceptions to the signage restrictions must be approved in advance by the Design Review Board. Permitted signs include:

- (a) signs required by legal proceedings;
- (b) signs of the type used by architects, contractors, subcontractors and tradesmen may be erected during the authorized time of construction, provided that no more than one sign is erected for each company;
- (c) real estate signs such as “For Sale” or “For Rent” or “For Construction;”
- (d) political signs as allowed by Colorado and US law;
- (e) residence identification signs (such as personal Lot Owner’s name or designations of Owner’s property), home security system signs or decorative signs provided that the signs are constructed of materials that are compatible with the architecture of the area; and
- (f) “No Trespassing” signs in select areas if nuisance issues exist. Such signs require approval of the Design Review Board.

Section 9.19 Private Drives, Road Maintenance Agreements. Owners of Lots 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 4 and 5 will enter into road maintenance agreements with other Lot Owners if they share use of a Private Drive. This agreement will be binding upon those Lot Owners. The Association shall have the right, but not the obligation to enforce such Agreements.

Section 9.20 Parking. Owner shall be allowed to park one vehicle/trailer regularly in other than garage area as long as the vehicle/trailer is not visible from the street or from the neighbors. Garage doors shall remain closed when not in use for ingress and egress.

Section 9.21 Exterior Lighting. Exterior Lighting must not interfere with any neighboring lot or home. Use of high intensity lamp, i.e., sodium/halogen type is prohibited.

Section 9.22 Tanks. No above ground tank(s) will be permitted. Below ground water tank(s) will be permitted with approval of the Design Review Board.

Article X

DECLARATION TERM, TERMINATION AND AMENDMENTS

Section 10.1 Declaration Term and Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of 20 years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of 10 years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting more than 65 percent of the total Association vote (or at least 21 lots) within six months prior to the expiration of the initial effective period hereof or any 10-year extension. The Declaration may be

terminated at any time by the agreement of Owners holding more than 65 percent of the total Association vote (or at least 21 lots). No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period from six months prior to such vote to six months after such vote, from the holders of recorded first mortgages or deeds of trust on 75 percent of the Lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Board shall cause to be recorded in the Jefferson County records a "Certificate of Termination," duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles of Incorporation.

Section 10.2 Amendments. This Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Lot Owners holding more than 65 percent of the total Association vote (or at least 21 lots).

(a) Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association, or such other officers as designated by the Board, and recorded in the Jefferson County, Colorado real property records.

(b) Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Community into compliance with applicable Rules and Regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

(c) Any action to challenge the validity of an amendment adopted under this Article must be brought within one year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

Section 10.3 Mortgagee Consent. A mortgage holder who receives a written request to approve termination of this Declaration as provided in Section 10.1 above and does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have approved such request.

Article XI MISCELLANEOUS

Section 11.1 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent

jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

Section 11.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 11.3 Rules and Regulations. In addition to the right to adopt rules and regulations on the matter expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

Section 11.4 Run with the Land. All of the Property shall be held, used and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein. The provisions hereof shall run with the land and be binding upon all persons who now are and hereafter become the Owner of any interest in the Property.

Section 11.5 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 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 11.6 Access to Houses and Lots for Emergencies. The Board or their delegated representatives shall have the irrevocable right to have access to each house or dwelling on any Lot in the event of an emergency such as fire, flood or natural disaster. This Declaration establishes no duty or obligation upon the Board to maintain, repair, replace or restore any Lot or any structure thereon and vests no rights in Owners or any other person against the Board or the Association.

Section 11.7 Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when sent via e-mail or mailed, post-paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Owners are required to provide current address information to the Association.

Section 11.8 Costs and Attorneys' Fees. The Association shall be entitled to recover all costs and reasonable attorneys' fees and expenses from Owner for the enforcement of any provision provided for herein.

EXHIBIT A

Legal Description

See attached.