

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR APPLE RIDGE SUBDIVISION

RANGE DEVELOPMENT COMPANY (the "Declarant") is the sole owner of property described as follows:

Lots 1 through 25, APPLE RIDGE SUBDIVISION, County of El Paso, State of Colorado, a subdivision located in the County of El Paso, which plat is recorded in the office of the El Paso County Clerk and Recorder (hereinafter referred to as the "Subdivision"). Individual lots in the Subdivision designed by the recorded plat are referred to as a "Lot" or collectively as the "Lots."

In order to protect and preserve the present and future values of the Subdivision, and to provide for maintenance and for the benefit and convenience of its residents, Declarant desires to place protective covenants, conditions, restrictions, reservations, liens and charges upon the Subdivision. Consequently, the Subdivision is hereby subject to the following covenants, conditions and restrictions (collectively, the "Covenants"), all of which shall run with the Subdivision and shall be binding upon all parties having or acquiring any rights, title or interest in it or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I COVENANTS TO PRESERVE THE RESIDENTIAL CHARACTER OF THE SUBDIVISION

Section 101. Property Uses - All Lots shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single-family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any Lot. Home offices which do not create additional traffic, or require signage, or result in other non-residential impacts shall not be prohibited by this section.

Section 102. Structures - No structure shall be erected, altered, placed or permitted to remain on any of the Lots, other than one detached single-family dwelling, not to exceed two stories in height, with an attached private garage for not more than two and one-half cars, two stories in height, except as herein provided or as approved by the Approving Authority.

No garage or any other building whatsoever shall be erected on any of the said Lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the conditions, restrictions and stipulations herein contained; and that neither prior to the erection nor after the erection of the main building herein permitted on any of said Lots, shall any garage or other out building be used for residential purposes.

Section 103. Construction Type - All construction shall be new. No building used at another location, nor any building or structure originally constructed as a mobile dwelling or

structure may be moved onto a Lot, except as expressly hereinafter provided for temporary buildings.

Section 104. Building Materials Storage - No building materials shall be stored on any Lot, except temporarily during continuous construction of a dwelling on that Lot or its alteration or improvement. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted.

Section 105. Substantial Completion - A dwelling shall not be occupied in the course of original construction until substantially completed. All work of construction shall be pursued diligently and continuously from the time of commencement until fully completed.

Section 106. Construction Completion - The exterior of all dwellings must be completed within one year after the commencement of construction, except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of 60 days without permission of the Approving Authority, the Approving Authority will give the Owner thereof due notice of such fact, and if construction on such structure or dwelling is not diligently commenced within 30 days after such notice, the unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the Owner.

Section 107. Construction of Sales Office - Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained only by Declarant or with the permission of the Approving Authority. Temporary buildings permitted for construction or administration purposes or for sales offices shall be promptly removed when they cease to be used for these purposes.

Section 108. Drilling Structures - No derrick or other structure designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of any Lot, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under any Lot.

Section 109. Easements - Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 110. Underground Utilities - All utilities, except lighting standards and customary service devices for access, control or use of utilities, shall be installed underground.

Section 111. Exterior Paint - Except with prior written approval of the Approving Authority, no structure may be painted in a paint color and/or stucco combination of colors other than that originally painted or at the request of Declarant at the time of construction, or in other than those paint color combinations being offered by Declarant at the time of construction, or in

other than those paint color combinations being offered by Declarant at the time of repainting. A paint sample must accompany a request for other approval from the Approving Authority. The purpose of this covenant is to restrict any structure from being materially finished in any other than earth tone/southwest colors.

Section 112. Exterior Lighting - Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residence of the adjacent property.

**ARTICLE II
DENSITY, SETBACK AND QUALITY STANDARDS**

Section 201. Location/Setback Areas - No dwelling shall be located within 25 feet of a front Lot line, within 10 feet of a side Lot line, within 25 feet of a rear Lot line, or within 25 feet of a side Lot line adjoining a street. For purposes of these Covenants, eaves shall not be considered as part of the building; however, steps, patios, decks, balconies and fireplace pads shall be considered as part of a building. However, lesser setbacks are allowed if and as approved as a variance or adjustment for construction purposes by the City of Fountain's Board of Adjustment or by any other governmental authority with jurisdiction in the premises.

Section 202. Dwelling Area & Quality Requirements - No dwelling shall be permitted on any Lot at a cost of less than \$150,000 based upon cost levels prevailing on the date these Covenants are recorded, it being the intentions and purpose of these Covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. No dwelling shall be erected which, exclusive of basements below garden level, porches, patios, covered, but unenclosed areas, and garages, has a gross livable floor area of less than 1,300 square feet for a single-story dwelling.

All dwelling exteriors shall be of stucco, stucco fir trim, eight inch siding, fir trim with brick or stone trim, southwest and natural earth tones. Roofs shall be natural asphalt highlight or matching tile.

Section 203. Height Restrictions - No dwelling shall be more than two stories in height, except with the prior permission of the Approving Authority. Height shall be measured from the highest finish grade contour at any point adjoining the foundation perimeter of the structure to the highest point on the structure exclusive of standard chimneys. Finished grade contour shall mean the ground contour established by Declarant during development of the Lots and existing immediately prior to commencement of construction of any dwelling or such other finished grade as may be approved by the Approving Authority.

Section 204. Accessory Buildings - No accessory building shall be placed or constructed on any Lot without prior written approval of the Approving Authority except for the prefabricated storage shed of professional quality not to exceed 100 square feet in floor space and 8 feet in height. Any accessory building must harmonize in exterior color and design and in the opinion of the Approving Authority with the dwelling situation on the Lot. Any accessory

building erected shall be placed on the Lot in accordance with the same building setbacks required for the residential dwelling.

Section 205. Antennas - No aerial or antenna for reception or transmission of radio or television or other electronic signals shall be maintained on the roof of any dwelling, nor shall they be maintained at any other exterior location, so as to be visible from the neighboring property or adjacent streets. Other provisions of this paragraph notwithstanding, one (1) dish, parabolic, or similar reception antenna not exceeding 30 inches in diameter (if circular), or any other configuration, 34 inches for the longest diagonal between vertexes, and having a non-reflective surface may be installed so long as it is not attached to the front of the home or to the front portion of the roof, and that the highest portion of the antenna does not extend higher than the highest part of the nearest roof section. Wherever feasible, the antenna should not be visible from the street side of the home.

Section 206. Owner Maintenance - Each Owner shall maintain the exterior of the dwelling, any accessory building, and all other structures, lawns and landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior dwelling surfaces and trim shall be repainted periodically and before the surfacing becomes weather-beaten or worn off. Periodic exterior maintenance also includes repair and maintenance of gutters, down spouts, roofs, paving, awnings, shrubs, trees, other landscape material, fences, signing, mail boxes, and outdoor lighting.

Section 207. Rebuilding or Restoration - Any dwelling which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to a slightly condition; such rebuilding or restoration to be completed with reasonable promptness and in any event within six (6) months from the time the damage occurred.

Section 208. Fences - No front yard fence other than an unfinished all-wood split rail not more than 3 feet in height above ground level may be erected without prior written approval of the Approving Authority of the location, type and quality of materials to be used. Except as provided above, no other fence or wall shall be erected, placed or altered at any location on a Lot which is less than 30 feet distance from an adjoining street or which is closer to an adjoining street than the dwelling itself. Back and side fences shall be limited to a cedar fence with 1" x 4" slats of a maximum height of 6 feet.

Any homeowner who has a fence of their property constructed by Declarant, or whose property is bounded by a fence constructed by or at the request of Declarant shall be responsible to maintain and keep the fence in good repair in its natural state; painting and staining. No other alteration of the fencing shall be allowed.

Section 209. Driveways and Sidewalks - Sidewalks and driveways abutting the curb shall be provided by the builder.

Section 210. Roof Top Appliances - Evaporator coolers upon the roofs of dwellings shall not be permitted unless they are installed in such a manner that they are not visible from

any site across the street or from the street.

Section 211. Sight Distance at Intersections - No fence, wall, hedge or shrub planting which obstructs sight lines at elevations of between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet around property corner from the intersection of the street property lines extend.

The same line limitation shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE III LIVING ENVIRONMENT STANDARDS

Section 301. Dwelling and Grounds Condition - Each Owner shall prevent the development of any unclean, unsightly or unkempt conditions of his dwelling or grounds on his Lot which tends to substantially decrease the beauty of the neighborhood as a whole or in the specific area. No building material shall be stored on any Lot, except temporarily during continuous construction of a dwelling, unless enclosed out of view.

Section 302. Garage Doors - Garage doors shall be kept closed, except when being used to permit ingress or egress to or from the garage.

Section 303. Maintenance Equipment - All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened, so as not to be visible from neighboring property or adjoining streets.

Section 304. Clotheslines - All outdoor clothes poles, clotheslines and other facilities for drying or airing of clothing or household goods shall be placed or screened by fence or shrubbery, so as not to be visible from neighboring property or adjacent streets.

Section 305. Refuse - No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition. No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or street, except during refuse collection.

Section 306. Nuisances - No noxious or offensive activity shall be carried on upon any Lot, nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on, on any Lot or in any living unit. No annoying lights, sounds or odors shall be permitted to emanate from any living units.

Section 307. Landscaping - Within 9 months after completion of a dwelling or within any extension of that period granted by the Approving Authority, all yards and open spaces, except as prevented by subsequent construction activities, shall be landscaped and thereafter maintained in lawn or landscape. Unless otherwise approved by the Approving Authority, at least fifty percent (50%) of the front yard area shall be covered with bluegrass lawn or its equivalent. For purposes of this paragraph, the front yard is defined as the area of the Lot between the paved surface of any street adjacent to the Lot and the line on the Lot which is approved in these Covenants for the installation of fences.

Section 308. Weeds - All yards and open spaces and the entire area of every Lot on which no dwelling has been constructed, shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds which, in the reasonable opinion of the Approving Authority, are likely to cause the spread of infection or weeds to neighboring property and free from brush or other growth or trash which, in the reasonable opinion of the Authority, causes undue danger of fire.

Section 309. Mowing and Pruning - In order to effect insect, weed and fire control and to prevent and remove nuisances, the Owner of any Lot upon which a dwelling has not been constructed shall mow, cut, prune, clear and remove from the premises unsightly brush, weeds, and other unsightly growth and shall remove any trash which may collect or accumulate on the Lot.

Section 310. Grading Patterns - No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading, except after first obtaining the prior consent and approval of the Approving Authority. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture.

Section 311. Transmitters - No electronic or radio transmitter of any kind, other than garage door openers, cellular and wireless phones intended for residential use, and other conventional remote controls normally associated with residential appliances and equipment, shall be operated in or on any structure or within any building site.

Section 312. Animals - No animals or livestock, bees or other insects, or poultry, except domesticated birds or fish and other small domestic animals permanently confined indoors, and except an aggregate of two domesticated dogs or cats, shall be raised, bred, kept or maintained in or on any Lot within the Subdivision and then only if kept as pets. No animal of any kind shall be permitted which, in the opinion of the Approving Authority, makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Subdivision for any commercial purposes.

Section 313. Trailers, Campers, etc. - No boat, trailer, camper (on or off a supporting vehicle), tractor, commercial vehicle, mobile home, motor home, motorcycle, any towed trailer unit or truck, excepting only pickups solely for the private use of the residents of a dwelling, shall be parked overnight on any street or within any Lot, except in a completely enclosed structure (i.e., garage), or fully screened in a manner approved by the Approving Authority, so as not to be visible at ground level from any neighboring property or street. These types of vehicles may be

parked behind a fence out of view, and if parked in a backyard, the backyard must be fenced.

Section 314. Junk Cars - No stripped down, partially wrecked or junk motor vehicle or part thereof, shall be permitted to be parked on any street or on any Lot in such manner as to be visible at ground level from any neighboring property or street.

Section 315. Vehicle Repairs - No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure (i.e., garage) which screens the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of such motor vehicles, boat, trailer or motor driven cycle together with those activities normally incident to such washing and polishing.

Section 316. Signs - No sign shall be permitted on any Lot or structure except: one temporary sign or not more than 5 square feet for offering of the signed property for sale or rent; one permanent sign of not more than 1 square foot for identification of the occupant and address of any dwelling; multiple temporary signs for sale, administration or commercial signs are allowed. All signs allowed must be of professional quality.

Section 317. Tanks - No elevated or exposed tanks of any kind shall be erected, placed or permitted upon any site.

Section 318. Temporary Structures - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 319. Use of Name - The use of the name "Apple Ridge" or its derivatives shall not be used in connection with any advertisement or sale of properties in the area without written consent of Declarant.

Section 320. Fireplace Flues - All fireplace flues must be enclosed with brick or siding of the same composition as the primary structure. Prior to alteration or modification of any structure to include a fireplace flue, the plans must be submitted to the Approving Authority for approval as is required under ARTICLE IV of these Covenants.

ARTICLE IV ARCHITECTURAL CONTROL

Section 401. Building Approval - No structure shall be commenced, erected, placed, moved onto a Lot, permitted to remain on any Lot or altered in any way so as to materially change the Lot's previously existing exterior appearance, except in accordance with plans, specifications and other information submitted to the Approving Authority and approved by the Approving Authority no more than one year before start of the construction, alteration or installation. Matters which require the approval of the Approving Authority include, but are not limited to: any alterations, modifications, or additions to the principal structure or outbuilding located on the side; the exterior appearance, material, color, height and location of each structure, covering, drive, walk and fence (except as herein provided), patios, decks and grading

of site. In granting or withholding approval, the Approving Authority shall consider among other things: the adequacy of the materials for their intended use; the harmonization of the external appearance with the surroundings; the proper relation of the structure to the environment and to surrounding uses; and the degree, if any, to which a proposed structure or covering will cause intrusions of sound, light or other effects on neighboring sites beyond those reasonably to be expected in a quality urban residential area from considerate neighbors.

Section 402. Plans Submissions - All requests, plans, samples and other materials to be submitted to the Approving Authority shall be submitted in writing in duplicate; shall show the location of all buildings, drives, walks, fences and any other structures; shall indicate the means of actual color samples; and shall be delivered or mailed via certified mail – return receipt requested to: Approving Authority, Range Development Company, c/o Frank R. Alexander, P.O. Box 38700, Colorado Springs, CO 80937.

The minimum scale of these plans shall be 1/20th inch equals one foot. The plot plan in this minimum scale shall show the location of all buildings, drives, walks, fences and any other structures. Proposed new contours throughout the Lot and abutting street elevations on all sides shall be shown. Structure plans shall show all exterior elevations, and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples.

Section 403. Approval Process - All action required or permitted to be taken by the Approving Authority shall be in writing and any such written statement or approval or disapproval shall establish the action of the Approving Authority and shall protect any person relying on the statement. If the Approving Authority does not execute and acknowledge such a statement within 60 days after delivery of all the required materials to the Approving Authority, the materials so delivered shall be deemed approved for the purpose of these Covenants. The Approving Authority may charge reasonable fees to cover expenses incurred in review of plans, samples and materials submitted pursuant to this Declaration, exclusive of reimbursement to the members of the Approving Authority for their services. The Approving Authority shall be entitled to retain one copy of all approved plans, samples and requests as part of its files and records.

Section 404. Variances - The Approving Authority shall have the authority to grant variances from the provisions of these Covenants where, owing to exceptional and extraordinary circumstances, literal enforcement of all of the provisions of these Covenants will result in unnecessary hardship. Variances shall be for individual cases and circumstances, and will not constitute a general exception to the provisions of these Covenants.

ARTICLE V APPROVING AUTHORITY

Section 501. Appointment - There is hereby appointed an Approving Authority consisting of 3 persons (hereinafter called the "Approving Authority"). The initial 3 members of the Approving Authority are FRANK R. ALEXANDER, THOMAS J. ALEXANDER and ROBERT M. ALEXANDER, whose address is P.O. Box 38700, Colorado Springs, CO 80937. The members of the Approving Authority shall serve at the pleasure of the Declarant, its successors or assigns. Declarant may assign its rights, powers, privileges and obligations to appoint the

Approving Authority at Declarant's discretion. A majority of the Approving Authority may designate a representative to act on behalf of the Approving Authority. In the event of death or resignation of any member of the Approving Authority, the remaining members shall have full authority to designate a successor. No member of the Approving Authority, nor its designated representatives, shall be entitled to any compensation whatsoever for services performed pursuant to these Covenants. At any time the then record Owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the Approving Authority or to withdraw from the Approving Authority or restore to it any of its powers and duties.

Section 502. Authority - The Approving Authority shall have the power and authority by the exercise of its best judgment to see that all structures, improvements, construction, decorating and landscaping within the Subdivision conforms to and harmonizes with the terrain, vegetation and existing and planned structures with the conditions and restrictions herein being the principal guide in the Approving Authority's deliberations.

Section 503. Procedure and Liability - The Approving Authority's decision shall be by majority vote. The Approving Authority may make its own rules and regulations regarding procedure, notice of meetings and other matters not covered hereby. The Approving Authority shall not be liable in damages to any person submitting requests for approval or to any Lot Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

ARTICLE VI HOMEOWNERS ASSOCIATION

Section 601. Purpose of Association - The Association has been created for the purpose of managing, controlling, maintaining, repairing and improving the drainage improvements, and the Subdivision entry features and project signs.

Section 602. Membership - Every Owner shall be a member of the Association. An Owner shall automatically be the holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold one membership in the Association for each Lot owned by Declarant.

Section 603. Classes of Membership - The Association shall have only one class of voting membership with one vote for each Lot owned. When more than one Owner holds an interest in any Lot, all such Owners shall be members, and the vote for such Lot shall be as they determine, but in no event shall more than one vote be cast with respect to any such Lot.

Section 604. Creation of the Lien and Personal Obligations of Assessments - The Declarant and Owners for each Lot owned hereby covenant, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments or charges as established and deemed necessary by the Board from time to time to fulfill the purposes of the Association as provided in its Articles of Incorporation and Section 601 above. All unpaid assessments and other sums due shall be a lien upon the Lot against which they are made. Each assessment, together with any

other sums due, shall be the personal obligation of the Owner of the Lot involved at the time when the payment is due. The personal obligation for payment shall not pass to successors in title unless expressly assumed by such successors, although the Lot involved shall still be subject to any liens. All assessments must be fixed at a uniform rate for all Lots, except that the Board may reasonably determine that, because of special or unequal costs or benefits caused by actions or neglect of specific Owners, another basis of allocation is more equitable.

The annual average assessment liability of each Lot and Lot Owner for expenses associated with the Association's purposes as provided in its Articles of Incorporation and Section 601 above, exclusive of any optional user fees and any insurance premiums paid by the Association, shall not exceed \$400 per year for each Lot, as adjusted from time to time pursuant to C.R.S. § 38-33.3-116(3), and any amendments thereto.

Section 605. Effect of Nonpayment of Assessments - If an assessment is not paid when due, it shall accrue interest from the due date at 18% per annum and the Board, in its sole discretion, may take any or all of the following actions: (a) Assess a late charge for each delinquency in such amount as the Board deems appropriate, (b) suspend the voting rights of the Owner until all sums due are paid, (c) bring an action to enforce the obligations, (d) foreclose the lien against the Lot; and (e) recover all costs of collection, including attorney fees.

Section 606. Subordination of the Lien to Mortgages - The lien of the assessments provided for herein shall be subordinate to the lien of any first priority mortgage or deed of trust against a Lot, including purchase money mortgages for the benefit of a seller of a Lot. Sale or transfer of any Lot shall not affect the lien for said assessment charges, except that sale or transfer of any Lot pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, including a deed in lieu of foreclosure, shall extinguish the lien of assessment charges which became due prior to the acquisition of title by any such first mortgagee. No such sale, transfer, foreclosure or any proceeding in lieu thereof shall relieve any Lot from liability for any assessment charges thereafter becoming due, nor from the lien thereof.

Section 607. Homestead - Any lien against a Lot as provided herein shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado or federal law. The acceptance of a deed to a Lot shall constitute a waiver of the homestead exemption as against such lien.

ARTICLE VII GENERAL PROVISIONS FOR EFFECT OF THE COVENANTS

Section 701. Definitions - The following words and expressions used in these Covenants have the meanings indicated below, unless the context clearly requires another meaning:

(a) Association. The APPLE RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation.

(b) Board. The Board of Directors of the Association, which shall conduct, manage and control the business and affairs of the Association, as provided in this Declaration

and the Articles of Incorporation and Bylaws of the Association.

(c) County. The County of El Paso, Colorado

(d) Due Notice. Due Notice means written notice delivered in accordance with the requirements of these Covenants at least 10 days prior to the action required by the notice.

(e) Enumerations Inclusive. A designation which describes parcels or other things as from one number, letter or other designation to another includes both such numbers, letters or other designations and all in between.

(f) Gender and Number. Whenever the context permits, Owner or Owners shall be deemed to refer equally to persons of both sexes and to corporations, singular to include plural, and plural to include singular.

(g) Lot Lines. Front, side and rear Lot Lines shall be the same as defined in the zoning regulations of the County of El Paso in effect from time to time. In the absence of such a definition, a front Lot Line is each boundary line (whether one or more) between the Lot and any public street. A side Lot Line is any boundary line which meets and forms an angle with a public street, except that, for a corner Lot with two front Lot Lines, the side Lot Line is the boundary which forms an angle with the street which affords the principal access to the Lot.

(H) Owner. Person or entity having fee simple legal title to a Lot. If more than one person has such title, all such persons are referred to collectively as "Owner" and shall exercise their rights as an Owner through such one of them as they may designate from time to time.

Section 702. Captions - Captions, titles and headings in these Covenants are for convenience only and do not expand or limit the meaning of the section and shall not be taken into account in construing the section.

Section 703. Approving Authority Resolves Questions of Construction - If any doubt or questions shall arise concerning the true intendment or meaning of any of these Covenants, the Approving Authority shall determine the proper construction of the provision in question and shall set forth in written instrument duly acknowledged by the Approving Authority and filed for record with the Clerk and Recorder of El Paso County, the meaning, effect and application of the provision. This definition will thereafter be binding on all parties so long as it is not arbitrary or capricious. Matters of interpretation involving Declarant shall not be subject to this §703.

Section 704. Covenants Run With The Land - These Covenants shall run with the land and shall inure to and be binding on each Lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any Lot in the Subdivision.

Section 705. Covenants Are Cumulative - Each of these Covenants is cumulative and independent and is to be construed without reference to any other provisions dealing with the same subject matter or imposing similar or dissimilar restrictions. A provision shall be fully enforceable although it may prohibit an act, or omission sanctioned or permitted by another

provision.

Section 706. Waivers - Except as these Covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these Covenants. Every person bound by these Covenants is deemed to recognize and agree that it is not the intent of these Covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these Covenants or any part of them, nor operate as an impediment to their subsequent enforcement and each such person agrees not to plead as a defense in any civil action to enforce these Covenants that these Covenants have been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce them.

Section 707. Enforcement - These Covenants are for the benefit of the Owners, jointly and severally, and the Approving Authority and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy, instituted by one or more Owners or the Approving Authority. Until twenty (20) years after these Covenants have been filed of record, or when Declarant owns no property within the Subdivision, whichever is sooner, Declarant may also enforce these Covenants in any of the manners permitted above. All costs, including reasonable attorney fees, incurred by any Owner or by the Approving Authority in connection with any successful enforcement proceeding initiated by them or either of them or, during the period it is permitted to enforce these Covenants, incurred by Declarant, shall be paid by the party determined to have violated the Covenants. 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 of 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. The failure to enforce any part of these Covenants, however long continued, shall not be deemed as a waiver of the right to do so thereafter as to the same breach, or as to breaches occurring prior to or subsequent thereto, and shall not bar or affect its enforcement, shall not be a breach of these Covenants, and shall not further operate as a waiver or abandonment, nor shall the Approving Authority or an Owner be estopped from enforcing these Covenants in the future.

Section 708. Notices - Any notice required or permitted hereunder, including any communication from the Approving Authority to any Owner, shall be sufficiently served, if delivered by mail or otherwise (i) to the dwelling situated on the Lot owned by that Owner, or (ii) if there is no dwelling, then to the most recent address furnished by the Owner to the Approving Authority.

Section 709. Term of Declaration and Amendment - These Covenants shall run with the land for a period of 20 years, and shall be automatically renewed for successive periods of 10 years. These Covenants may be revised, changed or canceled at any time with an instrument signed by the Owners of not less than 70% of the Lots during the initial 20 years, and thereafter by an instrument signed by the Owners of not less than 55% of the Lots. Once canceled in their entirety, these Covenants are null and void and of no further effect. Such instrument shall be recorded with the El Paso County Clerk and Recorder

