

RIVER RUN AT SPANISH PEAKS SUBDIVISION

AMENDED

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS HUERFANO COUNTY, COLORADO

THIS DECLARATION of Protective Covenants, Conditions and Restrictions is made this 1st day of JUNE, 2009 by River Run at Spanish Peak, GP its successors or assigns as owner of certain property to be described below, and is hereinafter described referred to as the "DECLARANT".

WITNESSETH:

WHEREAS, the DECLARANT is the owner of certain Lots of land shown and designated on recorded plats and master plans defined as follows:

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE IN EFFECT FOR ALL OF THE 33 LOTS, 2 PARCELS, AND OPEN SPACES CONTAINED WITHIN THE RIVER RUN AT SPANISH PEAKS SUBDIVISION. THE LEGAL DESCRIPTIONS OF WHICH IS FILED WITH HUERFANO COUNTY CLERK & RECORDER'S OFFICE WITH THE APPROVED FINAL PLAT FOR RIVER RUN AT SPANISH PEAKS SUBDIVISION LOCATED IN HUERFANO COUNTY, COLORADO.

WHEREAS, it is the intent and desire of the DECLARANT to create a master planned community and establish certain Protective Covenants, Conditions and Restrictions to maintain the authenticity and natural beauty of the Subdivision for the mutual benefit and enjoyment of purchasers and future residents of Lots within the Subdivision.

WHEREAS, the DECLARANT, in order to insure that the purposes of the Declaration are carried out, has caused under the laws of Colorado, of the River Run at Spanish Peaks Subdivision Homeowner's Association, a corporation not for profit with the power of administering and enforcing the Protective Covenants, Conditions and Restrictions hereinafter set forth for the River Run at Spanish Peaks Subdivision.

NOW THEREFORE, BE IT RESOLVED, that the DECLARANT does hereby declare the creation and existence of the Protective Covenants, Conditions and Restrictions for the River Run at Spanish Peaks Subdivision.

ARTICLE 1

DEFINITIONS:

- A. **"DECLARANT"** shall mean and refer to the Owner, its successors and/or assigns of that land as described above, which is covered by these Protective Covenants, Conditions and Restrictions.
- B. **"SUBDIVISION"** shall mean and to that land shown on the plat herein described.
- C. **"HOMEOWNER"** shall mean and to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract purchasers, but excluding those having an interest merely as a security for the performance of an obligation.
- D. **"LOT"** shall mean and refer to any parcel of land shown and designated on the plat of the Subdivision as herein described.
- E. **"ASSOCIATION"** shall mean and refer to the River Run at Spanish Peaks Homeowner's Association as defined by the Declaration of the River Run at Spanish Peaks Subdivision Homeowner's Association Protective Covenants, Conditions and Restrictions as so established.
- F. **"ARCHITECTURAL COMMITTEE"** shall mean and refer to a group composed of three (3) persons appointed by members of the Association to approve in writing any plans, specifications, and modifications to any structures, improvements and the like and further defined in this Declaration of Protective Covenants, Conditions and Restrictions. Also, to manage and operate the Association as defined in Article 3 of this Declaration.
- G. **"OPEN SPACE"** shall mean and refer to all real property or easements that are owned or controlled by the Association for the common use and enjoyment of the members of the Association.
- H. **"MINIMUM CONSTRUCTION STANDARDS"** shall mean and refer to Minimum Construction Standards promulgated by the Architectural Committee from time to time, which shall serve as a guideline of the acceptable standards for the Subdivision.
- I. **"ANNUAL MAINTENANCE CHARGE"** shall mean and refer to the assessment made and levied by the Association against each Homeowner and his Lot in accordance with the provisions of this Declaration.
- J. **"MAINTENANCE FUND"** shall mean and refer to any accumulation of the Annual Maintenance Charges collected by the Association in accordance with the provisions of the Declaration and interest, penalties, and other sums collected by the Association pursuant to the provisions of this Declaration.

- K. "IMPROVEMENTS"** shall mean and refer to every structure and all appurtenances of every type, whether temporary permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, garages, driveways, storage buildings, gazebos, signs, fences, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, antennae, exterior lighting fixtures, playground equipment, pipes, lines, meters, towers, or and other facilities, used in connection with water, sewage disposal, gas, electric, telephone, television, other utilities or otherwise.
- L. "PLANS"** shall mean and refer to the final construction plans and specification (including a related site plan) of any Residential Dwelling, building or Improvement of any kind to be erected, placed, constructed, maintained, or altered on any portion of the Property.
- M. "RESIDENTIAL DWELLING"** shall mean and refer to a single family residence and appurtenances constructed on a Lot.
- N. "RESTRICTIONS"** shall mean and refer to The Protective Covenants, Conditions and Restrictions, easements, reservations, and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots and Open Space Areas in the Subdivision as set out in this Declaration or any amendments thereto.

ARTICLE 2

PROPERTY OWNER'S ASSOCIATION

- A. GENERAL PURPOSES AND POWERS:** The Association through the Architectural Committee shall perform functions and hold and manage property as provided in this Declaration so as to further the interest of Owners of Parcels in the Project. The Association shall have all the powers necessary or desirable to effectuate such purposes.
- B. MEMBERSHIP AND VOTING:** The Owner of a Lot shall automatically be a member of the Association. Said membership is appurtenant to the Lot of said owner, and title to the ownership of the membership for that Lot shall automatically pass with fee simple title to the Lot. If the fee simple title to a Lot is held by more than one person, the membership as to such Lot shall be joint, and a single membership for such Lot shall be issued in the names of all Owners, and they shall designate to the Association in writing the name of one natural person 18 years of age or older who shall have the power to vote said membership at any meeting of members. Membership in the Association shall be limited to Owners of Lots in the Subdivision, and each Lot shall have one vote.
- C. BYLAWS AND ARTICLES:** The purpose and powers of the Association and the rights and obligations with respect to Owners set forth in this Declaration may and shall be amplified by provisions of the Articles and Bylaws of the Association.

ARTICLE 3

ARCHITECTURAL COMMITTEE

A. THE PURPOSE: Of the Architectural Committee shall be to protect the equity and property values for all owners in the Subdivision by setting fair, minimum construction standards and maintenance up-keep requirements that protect the continuity and peaceful harmony of the Subdivision. The minimum construction standards will also serve to create as maintenance free structures as possible that all homeowners in the Subdivision will enjoy and benefit from. It is the intent of the Architectural Committee to work closely with all homeowners to achieve the goals of the Master Plan for the Community. Likewise, all Owners who purchase property in the Subdivision do so with the desire and assurance that protective covenants are in place to preserve and protect property values of all homeowners equally and fairly.

B. POWERS AND DUTIES: Except as provided in the By-laws and the Act, the Architectural Committee may act in all instances on behalf of the Association, to:

1. Adopt and amend budgets for revenues, expenditures and reserves and collect Assessment;
2. Hire and terminate managing agents and other employees, agents and independent contractors;
3. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting the Project;
4. Make contracts and incur liabilities;
5. Regulate the use, maintenance, repair, replacement and modification of Open Space Areas;
6. Cause additional improvements to be made as a part of the Open Space Area;
7. Grant easements, leases, licenses and concessions through or over the Open Spaces;
8. Impose and receive any payments, fees or charges for the use, rental or operation of the Open Space Area;
9. Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;
10. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;
11. Provide for the indemnification of its officers and maintain directors' and officers' liability insurance;
12. Assign its right to future income, including the right to receive Assessments;
13. Exercise any other powers conferred by the Declaration or Association Bylaws;
14. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and

15. Exercise any other powers necessary and proper for the governance and operation of the Association.

C. APPROVAL OF BUILDING PLANS: No Residential Dwelling or Improvement shall be erected, placed, or altered on any Lot until the construction plans and specifications and plot plan showing the location of the Residential Dwellings or Improvement have been approved in writing by the Architectural Committee as to the harmony of the exterior design and color with existing structures, as to the location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards.

In the event of the failure of the Architectural Committee to approve or disapprove plans and specifications for a proposed Residential Dwelling within such a 30 day period shall not affect the enforceability of any other provision of this Declaration. The Architectural Committee shall have full and complete authority to approve or disapprove the construction of any Residential Dwelling or Improvement to any Lot, and further authorized to grant special "Variance Permits" to Owners who may request said Variance, the denial of which may impose a hardship to the Owner due to location, Lots size, neighbors etc.,. Despite the possibility of such hardship the opinion of the Architectural Committee shall be final and conclusive.

D. DECLARANT CONTROL OF THE ASSOCIATION AND CONTROL OF ARCHITECTURAL COMMITTEE: There shall be a period of DECLARANT control of the Association and Architectural Committee, during which a DECLARANT, or Persons designated by the DECLARANT, may appoint and remove the officers of the Association and Architectural Committee.

E. COMMITTEE MEMBERS: The Architectural Committee shall initially consist of three (3) members, William O. Broyles, Ronald D. Peterson, and a third member to be appointed by DECLARANT.

F. REPLACEMENT. In the event of the death or resignation or any member or members of the Architectural Committee, the DECLARANT shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority of the Architectural Committee.

G. DECLARANT TRANSFER OF AUTHORITY. The period of DECLARANT control shall terminate 60 days after conveyance of 70 percent of the Lots created in the River Run at Spanish Peaks Subdivision.

H. ARCHITECTURAL COMMITTEE REPLACEMENTS. Architectural Committee shall at all times consist of three (3) members. After 70 percent of the initial Lots are sold, elections shall take place for members for terms of 3 years each on the Architectural Committee. Each Lot shall have one vote and in the case of multiple owners of one Lot, one representative will have one vote for each Lot owned.

ARTICLE 4

ASSESSMENTS AND CHARGES

- A. MAINTENANCE FUND:** All Owners of Lots including the DECLARANT shall be subject to an Annual Maintenance charge. All Annual Maintenance charges collected by the Association and all interest, penalties, assessments and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund shall be held, managed, invested, and expended by the Board, at its discretion, for the benefit of the Subdivision and owners of the Lots therein.
- B. THE ANNUAL MAINTENANCE CHARGE:** On each Lot shall commence on the date of the Conveyance of the first Lot by the DECLARANT to an individual and shall be prorated according to the number of days remaining in the calendar year. Bulk Sales to builders shall be exempted from this provision until the home on the Lot is sold to an individual.
- C. PAYMENT OF ANNUAL MAINTENANCE CHARGE:** The Annual Maintenance Charge assessed against each Lot shall be due and payable, in advance, on the date of the sale of such Lot by the DECLARANT for that portion of the calendar year remaining, and on the (15th) day of each January thereafter. Any Annual Maintenance charge not paid and received by the Association by the thirty-first (31st) of January thereafter shall be deemed to be delinquent.
- D. SPECIAL ASSESSMENTS:** If the Architectural Committee at anytime or from time to time determines that the Annual Maintenance Charge assessed for any period are insufficient for the continued operation of the Subdivision, the maintenance of the Open Space areas, or any other purposes contemplated by these Restrictions, then the Architectural Committee shall have the authority to levy special assessments for such continued operation and maintenance of the Subdivision.
- E. PRIVATE ROADS WITHIN THE SUBDIVISION:** All streets within the interior boundaries of the SUBDIVISION shall be owned and maintained by the Association, unless such roads are already designated and maintained by Huerfano County. Roads already designated and maintained by Huerfano County will remain county roads and maintained by Huerfano County.

Snow removal, cleaning, pothole repairs, ditch maintenance, and any other maintenance duties of private roads shall be the responsibility of the Association and shall be paid from the Maintenance Fund.

F. DEFAULT ASSESSMENT AND CHARGES. All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such default Assessment shall be sent to the Owner subject to such Assessment at least ten (10) days prior to the due date.

G. EFFECT OF NONPAYMENT; ASSESSMENT AND CHARGES LIEN. Any Assessment installment whether pertaining to any Annual, Special or Default Assessment, which is not paid on or before its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

1. Assess a late charge for each delinquency in such amount as the Association deems appropriate;
2. Assess an interest charge from the due date at the yearly rate of six (6) percent per annum above the prime rate charged by the Association's bank, or such other lawful rate as the Executive Board may establish;
3. Suspend the voting rights of the Owner during any period of delinquency,
4. Suspend the rights of the Owner, and the Owner's family, guests, lessees and invitees, to use Open Space facilities during any period of delinquency,
5. Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
6. Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and
7. Proceed with foreclosure as set forth in more detail below.

Assessments chargeable to any Lot shall constitute a lien on such Lot. The Association may institute foreclosure proceedings against the defaulting Owner's Lot in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expense for filing the notice of the claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

ARTICLE 5

GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

SECTION 5.1

USE RESTRICTIONS

- A. GENERAL:** The Property shall be held, transferred, sold, conveyed, used and Occupied subject to the Protective Covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration and in the approvals for the Subdivision by the Board of County Commissioners of Huerfano County.
- B. SINGLE-FAMILY RESIDENTIAL USE:** Each owner shall use its Lot and the Residential Dwelling on its Lot, if any, for single-family residential purposes only.
- C. PASSENGER VEHICLES:** No owner, lessee, or occupant on the Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store on the Lot: (i) more passenger vehicles and/or pick-up trucks, than the number of persons who reside in the Residential Dwelling on the Lot who have a valid driver's license EXCEPT that 2 additional passenger vehicles may be parked on the Lot in excess of the garage spaces on such Lot. All passenger vehicles must be properly registered with a valid license plate and non-operable vehicles may not be parked on any Lot within the view of any neighboring Lot. No passenger vehicle may be parked overnight on any street within the Property. The term pick-up truck is limited to one-ton capacity pick-up and trucks which have not been modified for commercial use. There shall be no limitations upon the number of vehicles which may be parked on the Property by guests of the Owner, lessee, or other occupant of the Lot.
- D. OTHER VEHICLES:** No mobile home trailer, recreational vehicles or boats shall be parked, kept, or stored on the Property if visible from any neighboring Lot. A mobile home trailer, recreational vehicle, or boat may be parked in the garage of a Lot if it is totally concealed.
- E. NUISANCES:** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot and no odors shall be permitted to arise there from, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot, Open Space Area, or in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate on any Lot.
- F. DISEASE AND INSECT CONTROL:** No owner shall permit any thing or condition to exist on any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects. Trees removed for construction shall be disposed properly of to prevent formation of breeding sites for IPS Beetles.
- G. TRASH CONTAINERS:** No garbage or trash shall be placed or kept within the Subdivision except in covered containers of a type, size and style approved by The Architectural Committee. In no event shall any such containers be maintained on a Lot so as to be visible from any neighboring Lot, except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection.

- H. ANIMALS:** Dogs, cats, birds and other household pets may be kept as long as they are domestic pets and not raised for commercial purposes. No animal or bird may be allowed to make an unreasonable amount of noise or to become a nuisance. No cattle or livestock of any kind are permitted. No more than 2 domestic pets may be kept on any Lot. Dog houses or other structures intended for the confinement of animals must be located in the rear or to the side of a Residential Dwelling and must conform to the standards espoused by The Architectural Committee. The maximum size for a doghouse is six (6) feet by eight (8) feet by six (6) feet in height.
- I. SIGNS:** For Sale signs 2 feet wide by 2 feet high, which are similar to signs customarily used by realtors in Huerfano County, Colorado, are permitted to advertise individual parcels or residential parcels of residential property.
- No commercial, political, or similar signs shall be erected or maintained on any Lot within the Subdivision that is visible from any neighboring Lot. During the time of construction of any Residential Dwelling, building or Improvement, one job identification sign not larger than eighteen inches in height, and twenty-four inches in width are permitted.
- J. EXEMPTIONS:** Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by the DECLARANT, or its duly authorized agents of structures or signs necessary or convenient to the development, advertisement, sale or operation or other disposition of Property within the Subdivision. Moreover, any bank or other lender providing financing to the DECLARANT in connection with the development of the Subdivision or improvements thereon may erect signs in the Subdivision on in the Open Space Area or on Lots owned by the DECLARANT to identify such lender and the fact that it is supplying such financing.
- K. RESTRICTION OF FURTHER SUBDIVISION:** No Lot shall be further subdivided, and no portion less than all of any such Lot. No easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Architectural Committee.
- L. CLOTHES DRYING:** Outside clothesline or other outside facilities for drying or airing of clothes shall be erected, placed or maintained on any Lot in the least visible location to the public.
- M. REPAIR OF BUILDINGS:** No Residential Dwelling or other building or structure upon any Lot shall be permitted to fall into disrepair, and each such Residential Dwelling, building, or structure shall at all times be kept in good condition and Repair and adequately painted or otherwise finished by the Owner of the Lot at the Owner's sole cost and expense.
- N. LIVE TREES:** Planting of Native Trees is encouraged. Live Trees having a diameter of 8" or more may not be removed without the written consent of the Architectural Committee except for the Construction of a Residential Dwelling or for Fire Protection measures.
- O. FIRE PROTECTION:** Fire Hydrants will be placed no further than 1,000 feet from any structure resulting in lower fire insurance premiums. As an aid to emergency responders, all driveway entrances should be marked with a address number that can be read from a distance.

- P. DRIVEWAYS:** In order to provide for adequate access for emergency vehicles all driveways will be required to have a minimum width of 16 feet. The entrance to the driveway should be as close to 90 degrees from the edge of the roads where terrain will permit and no curves or turns greater than 90 degrees in order to provide access for emergency vehicles. A culvert shall be installed in the ditch or driveway to each Residential Dwelling so as to not interfere with proper road and Lot drainage. All driveways must be constructed properly as to not to affect drainage onto a neighboring Lots and must meet minimum standards set forth by the County Building Department.
- Q. MAILBOXES.** If the U.S. Postal Service allows, individual mailboxes are permitted at the Discretion of the Architectural Committee provided that the design of the mailbox is similar to the design of the Residential Dwelling on the Lot and the type and location of the mailbox is approved by the Architectural Committee. If individual mailboxes are not permitted, keyed cluster boxes will be located in the area of the entrances.
- R. OPEN SPACE AREA.** No residential dwelling shall be located on designated Open Space areas.

SECTION 5.2 TYPE OF CONSTRUCTION AND MATERIALS

- A. STORAGE OF BUILDING MATERIALS:** Without the prior written consent of the Architectural Committee, no building materials of any kind or character shall be placed or stored upon any Lot more than thirty (30) days before the commencement of construction of a Residential Dwelling, structure, or improvement is commenced. Upon completion of the construction, any unused materials shall be removed immediately from the Lot.
- B. CONSTRUCTION COMPLETION:** The construction of a Residential Dwelling shall be performed diligently, to the end that the Residential dwelling, structure, or Improvement shall not remain in a partly finished condition any longer than necessary. Unless otherwise authorized in writing by the Architectural Committee prior to the Commencement of Construction, the completion of any Residential Dwelling, structure or Improvement on a Lot shall be completed within (11) months, if market asking price and/or construction cost is less than \$500,000 and (15) months is the market asking price and/or construction cost is over \$500,000 from the date of Commencement of Construction, excepting delays due to strikes, war, acts of God or other causes beyond the control of the Owner or his contractor.
- C. TEMPORARY STRUCTURES:** No basement, tent, shack, barn, trailer camper, mobile home or other outbuilding shall at any time be used as a residence, temporary or Permanent, nor shall any residence of temporary character be erected or permitted to remain. Exemptions: The DECLARANT reserves the exclusive right to erect, place, maintain and to permit builders to erect, place and maintain, such facilities in and upon the Property as in its sole discretion that may be necessary or convenient during the period of an in connection with the sale of Lots, construction and sale of Residential Dwellings and construction of other Improvements in the Subdivision.

- D. EXTERIOR WALLS:** It is the intent of the DECLARANT to create a Master Planned Community with a minimum need of Homeowner maintenance to the exterior of Residential Dwellings within the Subdivision. The exterior walls of any Residential Dwelling shall consist of brick, log, natural wood, stone, or stucco or other materials which are approved in the Minimum Construction Standards espoused by the Architectural Committee. Stucco will be limited to less than 50% of exterior walls.
- E. EXTERIOR LIGHTING:** In order to protect nighttime star and sky views, night friendly lighting is required on all exterior lighting which is affixed to the Residential Dwelling, Improvement, or other buildings. All exterior lighting must first be approved by the Architectural Committee.
- F. ROOFS:** Roofs of Residential Dwellings shall be constructed of long lasting and maintenance free materials such as colored cement tile, colored pro-panel metal roofs, synthetic tile or other non-flammable materials, which are approved by the Architectural Committee.
- G. ANTENNAS:** No external antenna shall be permitted on any Lot within the Subdivision, if such antenna is visible from any other Lot. Small typical 18" satellite dishes are permitted and should be located to the rear of the Residential Dwelling.
- H. MINIMUM AREA OF INTERIOR LIVING SPACE:** All Lots must have a Residential Dwelling with a minimum of 1600 sq. feet a maximum of 5,000 sq. feet of ground floor interior living space exclusive of porches, and garages.
- I. SETBACKS:** Minimum set back on front of property will 25 ft; minimum set back on back and side will be 10 ft. Control set back requirements will be subject to existing laws and variances concerning Colorado Hwy 12.
- J. WATER:** Water service is to be provided through the Cuchara Water and Sanitation District. The water lines will be designed in accordance with design standards and specifications of the Cuchara Water and Sanitation District, State of Colorado and The AWWA. The Developer will install and warrant the main water lines for one (1) year.

Each Homeowner, upon application for a water tap from the Cuchara Water and Sanitation District, must pay in advance, a one-time water tap fee of the amount that is currently in place as of the date of each application for water service.

- K. SEWER:** Sewer service is to be provided through the Cuchara Water and Sanitation District. The sewer lines will be designed in accordance with design standards and specifications of the Cuchara Water and Sanitation District, State of Colorado and The AWWA. The Developer will install and warrant the main sewer lines for one (1) year.

Each Homeowner, upon application for a sewer tap from the Cuchara Water and Sanitation District, must pay in advance, a one-time sewer tap fee of the amount that is currently in place as of the date of each application for sewer service.

In addition to the water tap and sewer tap fees, Lot Owner will be responsible for the cost of Construction and maintenance of service lines to any improvements built on Lot, plus the cost of water meters, cut-off valves or other equipment which may be related to water and sewer connections.

- L. LANDSCAPING:** The Environmental Landscaping Master Plan promotes the conservation of water and the creative use of natural local indigenous plants, grasses, bushes, and trees that preserve the natural landscape, have the best rate of survival, require less water and are relatively maintenance free to the owner. In addition, all homeowners are limited to a lawn area equal to a maximum of 100% of their total interior square footage of their home.

All disturbed areas must be landscaped within 12 months after construction is completed. All landscaping plans must be approved by the Architectural Committee. The Architectural Committee shall include within the Minimum Construction Standards, a list of approved grasses, trees, bushes, and perennials.

- M. HOMEOWNER FENCES:** Shall be of a split rail variety. Split rail fences may be screened for animal control and electronic invisible fencing is encouraged for animal control. All other fencing shall be approved by the Architectural Committee.

- N. UTILITIES & GAS:** All utilities, including but not limited to water, sewer, power, gas, cable television, broadband internet and telephone lines shall be placed underground.

ARTICLE 6

INSURANCE

- A. COVERAGE:** To the extent reasonably available, the Architectural Committee shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and Architectural Committee determines that any insurance described in this Article will not be maintained, the Architectural Committee shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot Owners.
- B. LIABILITY INSURANCE:** Liability insurance will be maintained in an amount determined by the Architectural Committee, but in no event shall it be less than \$1,000,000. This insurance shall cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Open Space areas and the activities of the Association.

ARTICLE 7

RESERVED DEVELOPMENT AND SPECIAL DECLARANT RIGHTS

- A. RESERVATION OF WITHDRAWAL RIGHTS:** DECLARANT reserves the right for itself and any Successor DECLARANT, during the period of DECLARANT control as set forth in Article 3, to withdraw from the provisions of the Declaration individual Lots and/or Open Space area, if applicable.
- B. OTHER RESERVED RIGHTS:** DECLARANT reserves the right for itself and any Successor DECLARANT at any time and from time to time to; (a) maintain and relocate sales offices, management offices, signs advertising the Project and models, of any size, with one or more Lots and within the Open Space Areas, so long as DECLARANT or Successor DECLARANT continues to be an Owner of a Lot and (b) to appoint or remove any officer of the Association or any Architectural Committee member during the period of DECLARANT control as set forth in Article 3.
- C. CHANGE IN ALLOCATED INTEREST:** In the event DECLARANT or Successor DECLARANT exercise the right to withdraw Lots as set forth above, the Allocated Interest of the resulting Lots after such expansion or withdrawal shall be allocated equally based on the remaining Lots in the Subdivision.

ARTICLE 8

DURATION OF COVENANTS AND AMENDMENT

- A. TERM:** The Protective Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the termination provision of the Act.
- B. AMENDMENT:** This Declaration or any provision of it may be amended at any time by Owners holding not less than seventy-five percent (75%) of the votes possible to be cast under this Declaration at a meeting of the Owners called for that purpose.

Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment. Notwithstanding the foregoing, DECLARANT, acting alone, reserves to itself the right and power to modify and amend this Declaration and the Map to the fullest extent permitted under the Act.

ARTICLE 9

GENERAL PROVISIONS

- A. RESTRICTION ON DECLARANT POWERS:** Notwithstanding anything to the contrary herein, no rights or powers reserved to DECLARANT hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act.
- B. ENFORCEMENT:** Except as otherwise provided in this Declaration, the Architectural Committee, DECLARANT or any Owner shall have the right to enforce, by a 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 Architectural Committee, DECLARANT or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.
- C. COMPLIANCE WITH COUNTY APPROVALS:** No Lot or Open Space area may be used in a manner which violates any of the terms and conditions of the approval of the Subdivision by the Board of County Commissioners of Huerfano County, Colorado. No portion of these Covenants which reflect the legal requirements of Huerfano County may be amended without the approval of the Board of Commissioners.
- D. SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- E. CONFLICTS BETWEEN DOCUMENTS:** In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has executed this Declaration on this 2nd day of June, 2009 to become effective upon the recording in the office of the County Clerk of Huerfano, Colorado.

RIVER RUN AT SPANISH PEAKS, GP

By: *William O. Broyles*
BLACK DOG PROPERTY, LLC
WILLIAM O. BROYLES, MANAGER

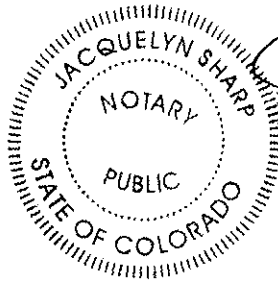
By: *Ronald D. Peterson*
RIO ROCA, LLC
RONALD D. PETERSON, MANAGER

STATE OF COLORADO
COUNTY OF Powers

BEFORE ME, the undersigned Notary Public, on this day personally appeared William O. Broyles, Manager of BLACK DOG PROPERTY, LLC, a Colorado Limited Liability Company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes of consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 2nd day of 2009.

My Commission Expires
March 02, 2013

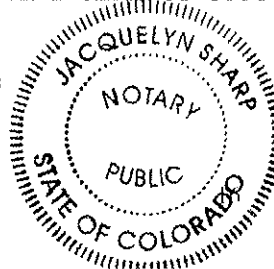
 *Jacquelyn Sharp*
Notary Public

STATE OF COLORADO
COUNTY OF Powers

BEFORE ME, the undersigned Notary Public, on this day personally appeared Ronald O. Peterson, Manager of RIO ROCA, LLC, a Colorado Limited Liability Company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes of consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 2nd day of 2009.

My Commission Expires
March 02, 2013

 *Jacquelyn Sharp*
Notary Public