

County Clerk & Recorder: Index in Grantee Indexes under Romens Subdivision and Romens Subdivision Owners Association and also under Grantor Index as Adelaida Romens, Trustee of the Romens Living Trust, dated December 23, 2008, as amended, a trust organized in the State of Colorado.

After Recording, Return to:

Fairfield and Woods, P.C.
1801 California Street, #2600
Denver, CO 80202

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ROMENS SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ROMENS SUBDIVISION, is made and entered into by ADELAIDA ROMENS, TRUSTEE OF THE ROMENS LIVING TRUST, DATED DECEMBER 23, 2008, AS AMENDED, a trust organized in the State of Colorado ("Grantor"), ("**Declarant**," as hereinafter more fully defined).

WITNESSETH:

WHEREAS, Declarant is the owner of the real property situated in the County of El Paso, State of Colorado, which is described on **Exhibit A**, attached hereto and incorporated herein by this reference ("**Community**," as hereinafter more fully defined); and

WHEREAS, Declarant desires to subject and place upon the real property described on the attached **Exhibit A** certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein for the purpose of protecting the value and desirability of said real property and for the purpose of furthering a plan for the improvement, sale and ownership of said real property, to the end that a harmonious and attractive development of said real property may be accomplished and the health, comfort, safety, convenience and general welfare of owners in said real property, or any portion thereof, may be promoted and safeguarded; and

WHEREAS, this common interest community is a planned community to be known as Romens Subdivision. It is anticipated that the Community will consist of residential single-family lots. The Association, as hereinafter defined, shall serve as a unit owners association for the planned community; and

WHEREAS, this Community is considered a "planned community" as defined in C.R.S. §

38-33.3-103(22), a provision of the Colorado Common Interest Ownership Act, found in C.R.S. § 38-33.3-101, *et seq.*, as the same may be amended and supplemented from time to time (hereafter “CCIOA”). However, pursuant to the provisions of C.R.S. § 38-33.3-116(2), because the Community contains twenty or fewer units and is not subject to any development rights, the Community shall be subject only to C.R.S. § 38-33.3-105, § 38-33.3-106 and § 38-33.3-107 of CCIOA, and is and shall be exempt under, and excepted from the operation of, all other provisions of CCIOA.

NOW, THEREFORE, the Declarant hereby declares that one or more Plats includes the real property described on the attached **Exhibit A**, and that all of the property described on the attached **Exhibit A**, as supplemented and amended (including by all additions of real property to this Declaration), shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, charges and other provisions set forth herein.

ARTICLE 1 DEFINITIONS

Section 1.1 Allocated Interests. "**Allocated Interests**" means a calculation that applies equally to all Lots that are within the Community and subject to this Declaration. The “**Allocated Interest**” for each such Lot shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in the Community. Thus, the Allocated Interests of each Lot shall be 1/7 or .143. Each Lot shall be allocated one vote in the Association.

Section 1.2 Association. "**Association**" means the Romens Subdivision Owners Association, a Colorado nonprofit corporation, its successors and assigns, which is a unit owners association.

Section 1.3 Association Properties. “**Association Properties**” means all real and personal property, if any, including Improvements, now or hereafter owned by the Association or with respect to which the Association holds an easement for the use, care, or maintenance thereof, or for which the Association has a right or obligation to maintain, held for the common use and enjoyment of its Members as provided herein, and for other purposes as may be permitted by this Declaration.

Section 1.4 Board of Directors or Board. "**Board of Directors**" or "**Board**" means the body, regardless of name, designated in this Declaration, the Articles of Incorporation and Bylaws of the Association, to act on behalf of the Association.

Section 1.5 CCIOA. "**CCIOA**" means the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, *et seq.*, as amended.

Section 1.6 Common Expenses. "**Common Expenses**" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Section 1.7 Community. "**Community**" means real estate and Improvements described on the attached Exhibit A. The Community is a "planned community" as defined by CCIOA. The project is owned in fee simple. The name of the Community is Romens Subdivision.

Section 1.8 Declarant. "**Declarant**" means Adelaida Romens, Trustee of the Romens Living Trust, dated December 23, 2008, and any other Person(s) acting in concert, to whom the Declarant, by Recorded document, expressly assigns one or more of the Declarant's rights under this Declaration (which shall be the extent of the Declarant's rights to which such assignee succeeds).

Section 1.9 Declaration. "**Declaration**" means this Declaration of Covenants, Conditions and Restrictions of Romens Subdivision, and any other Recorded instruments, however denominated, that create this Community, including any supplements and amendments to those instruments, and also including maps and plats.

Section 1.10 Eligible Mortgagee. "**Eligible Mortgagee**" means a First Mortgagee (as hereinafter defined) who (i) is also a bank, savings and loan association, insurance company, real estate mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMN") or any other lender generally recognized as an institutional lender, and (ii) has notified the Association, in writing, of its name and address, and that it holds the First Mortgage on one or more Lots. The notice must include the Lot number and street address of the Lot on which is has such security interest.

Section 1.11 First Mortgage. "**First Mortgage**" means a Mortgage upon a Lot having priority of record over all other recorded encumbrances and liens thereon, except those governmental liens made superior by statute (such as general ad valorem tax liens and Special Assessments). "First Mortgagee" means a mortgagee whose encumbrance is a First Mortgage. Nothing contained in this Declaration shall prohibit a mortgagee under a single mortgage from being a "First Mortgagee" upon more than one (1) Lot and from maintaining and exercising all First Mortgagee voting rights, approvals and/or consents with respect to each applicable Lot for which it is First Mortgagee.

Section 1.12 Governing Documents. "**Governing Documents**" means this Declaration, the Association Articles of Incorporation, the Association Bylaws, and any and all rules and regulations, policies and procedures, and similar documents, of the Association and/or the Board of Directors, as well as all supplements, amendments and clarifications.

Section 1.13 Improvements. "**Improvements**" means all structures and any appurtenances thereto now or hereafter located in the Community of every type and kind, including but not limited to landscaping and related features such as irrigation systems, plantings, trees, shrubs, flowers, sod, turf and groundcover.

Section 1.14 Lot. "**Lot**" means each platted lot that is depicted on a Plat that may be sold or conveyed without violation of the provisions of law pertaining to the subdivision of land and which is intended for the construction of one single family home and such accessory structures as are permitted under the zoning regulations that govern the Community. Each Lot shall constitute a "**unit**" and it shall not be necessary to use the term "**unit**" as part of a legally sufficient description of a Lot. The term Lot does not include Common Areas and any publicly dedicated or publicly owned real property.

Section 1.15 Lots that May Be Included. "**Lots that May Be Included**" means Seven (7) which is the maximum number of Lots that may be subject to this Declaration.

Section 1.16 Maintenance Area. "**Maintenance Area**" means and refers to that portion of each Lot, if any, which although not part of the Association Properties, is designated by this Declaration or by the Board to be repaired, improved, maintained, insured and regulated by the Association. The Maintenance Area at the time of recordation of this Declaration, or which must become Maintenance Area, is described and identified as Maintenance Area on **Exhibit B** attached hereto and incorporated herein by this reference.

Section 1.17 Member. "**Member**" means all Owners of a Lot collectively or, following termination of the Community, all former Owners entitled to distributions of proceeds, and their heirs, personal representatives, successors or assigns. The Association shall have one (1) class of membership. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. Each Lot shall have one (1) membership and there is only one (1) Member per Lot, even if multiple Owners own the Lot.

Section 1.18 Owner. "**Owner**" means each fee simple title holder of a Lot, including the Declarant or other Person who owns a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation. There may be more than one (1) Owner of a Lot.

Section 1.19 Period of Declarant Control. "**Period of Declarant Control**" means a length of time that terminates no later than the earlier of: sixty (60) days after conveyance of one hundred percent (100%) of the Lots that May Be Included to Owners other than a Declarant.

Section 1.20 Permittees. "**Permittees**" means and refers to any family members, tenants, subtenants, licensees, occupants, invitees, guests or visitors of an Owner.

Section 1.21 Person. "**Person**" means a natural person, a corporation, a limited liability company, a partnership, an association, a trust, a joint venture, or any other entity recognized under the laws of the State of Colorado, or any combination thereof.

Section 1.22 Plat. "**Plat**" means those land survey plats, improvement survey plats or subdivision plats recorded in the Records, as amended and supplemented, which land survey plat, improvement survey plat or subdivision plats includes and depicts the Lots described on **Exhibit A**, and any other land survey plats, improvement survey plats or subdivision plats which creates Lots for any portion of the Community which plats are or may be Recorded, as the same may be amended or supplemented from time to time. Each Plat constitutes a "plat" pursuant to the Act.

Section 1.23 Records. "**Records**" means the official real property records of the County of El Paso, Colorado; "**to Record**" or "**to be Recorded**," means to file for recording in the Records; and "**of Record**" and "**Recorded**," means having been recorded in the Records.

Section 1.24 Special Declarant Rights. "**Special Declarant Rights**" means the following rights, which rights are hereby reserved for the benefit of the Declarant, and which rights may be further described in this Declaration: to build and complete Improvements; to maintain sales signs advertising the Community and/or Lots; to grant and use easements for the purpose of making Improvements within the Community; and to appoint or remove any officer of the Association or any Board of Directors member during any Period of Declarant Control. All of the Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Community. Declarant may exercise any or all of these Special Declarant Rights at any times. Such rights shall terminate automatically twenty-five (25) years after the date this Declaration was Recorded (the "Special Declarant Rights Period").

ARTICLE 2 MEMBERSHIP AND VOTING RIGHTS

Section 2.1 Association. The Association has been formed as a Colorado non-profit corporation under the Colorado Revised Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration and in its Articles of Incorporation and Bylaws.

Section 2.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number, term and qualifications of the Board of Directors shall be fixed in the Association's Bylaws. Subject to Section 3.2 hereof, the Board of Directors shall be elected by the Members. The Board of Directors may, by resolution, delegate portions of its authority to one or more committees, to officers of the Association or to agents or employees of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association.

Section 2.3 Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned, except that no votes allocated to a Lot owned by the Association may be cast. The maximum number of votes that may be cast in connection with any matter shall be equal to the total number of Lots then existing within the Association.

ARTICLE 3 ASSOCIATION

Section 3.1 Authority of the Board of Directors. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized committee, officer, agent or employee without a vote of the Members, except as otherwise specifically provided in this Declaration, the Articles of Incorporation or Bylaws of the Association, or law.

Section 3.2 Authority of Declarant During Period of Declarant Control. Except as otherwise provided in this Article, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and directors of the Board of Directors and may remove all or any of the officers and directors of the Board of Directors which have been appointed by the Declarant. The Declarant may voluntarily surrender the right to appoint and

remove officers and directors of the Board of Directors before termination of the Period of Declarant Control; but, in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a Recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 3.3 Termination of Period of Declarant Control. Within sixty (60) days after termination of the Period of Declarant Control, the Members shall elect a Board of Directors, at least a majority of whom must be Owners other than a Declarant or designated representatives of Owners other than a Declarant. The Board of Directors shall, then, elect the officers. Such directors and officers shall take office upon election.

Section 3.4 Budget and Review or Audit. Within ninety (90) days after adoption of any proposed budget for the Community, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver a summary of the Association budget to all the Members and shall set a date for a meeting of the Members to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary. The Board of Directors shall give notice to the Owners of the meeting as provided in the Bylaws of the Association. The budget proposed by the Board of Directors does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by sixty-seven percent (67%) of the votes in the Association, whether or not a quorum is present. In the event that the proposed budget is vetoed, the periodic budget last proposed by the Board of Directors, and not vetoed by the Owners, must be continued until such time as a subsequent budget proposed by the Board of Directors is not vetoed by the Owners.

Section 3.5 Information Regarding First Mortgages on Lots. Each Member shall, within twenty (20) days of encumbering such Member's Lot with a First Mortgage, and at other times upon request of the Association, provide the Association with the name and address of such First Mortgagees and the loan number(s) (or other identifying number) of such First Mortgage(s). Within twenty (20) days after any change in the name or address of the First Mortgagees on a Member's Lot, and at other times upon request of the Association, such Member shall provide the aforesaid information to the Association with respect to each First Mortgage held by such First Mortgagees.

Section 3.6 Rules and Regulations and Policies and Procedures. Rules and regulations, and policies and procedures, concerning and governing the Lots, the Association Properties, the Water Covenants and/or this Community and the installation, maintenance, repair and replacement of Improvements on the Association Properties and the Maintenance Area may be adopted, amended and/or repealed by the Board of Directors. Such rules and regulations and policies and procedures include all documents of the Association, regardless of the names (or lack thereof). The rules and regulations, and policies and procedures, may also state procedural requirements, interpretations and applications of this Declaration and law, including blanket requirements, blanket interpretations, and blanket applications. Any rules and regulations, or policies and procedures, that are adopted shall be in accordance with, and shall not be in conflict with this Declaration.

Section 3.7 Management Agreements and Other Contracts. Any agreement for professional management of the Association's business, or other contracts providing for the services of the Declarant, shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereof, with or without cause and without payment of a termination fee, upon not more than sixty (60) days' prior written notice.

Section 3.8 Notice of Meetings and Other Matters of the Association. Notices of any meetings, newsletters and other correspondence or documents concerning the Association shall be sent to the Declarant at the same time that such notices, newsletters, and other correspondence or documents are sent to the Members. However, the foregoing shall expire ten (10) years after the date this Declaration was Recorded.

Section 3.9 Authenticated Electronic Representation. Notwithstanding anything to the contrary contained in any of the Governing Documents, to the extent not prohibited by applicable law, the Association may use technology or electronic representation in completing its duties and responsibilities. In this regard, any reference in any of such documents to action, attendance, representation, notice, quorum, voting or acknowledgement, as well as any and all other matters, may be conducted by authenticated electronic activity and, to the extent not prohibited by applicable law, the provisions of all of such documents shall be deemed to include provisions which permit such authenticated electronic activity. To the extent not prohibited by applicable law, the Association may conduct Member and Board meeting by video conference or otherwise through the use of, any means of communication by which all Members and Directors participating may hear each other during the meeting. A Member or Director participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE 4 ASSESSMENTS

Section 4.1 Personal Obligation. Each Owner of a Lot that has been included in the Community, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees, and shall be personally obligated, to pay to the Association any and all assessments, as provided in this Declaration; with such assessments to be established and collected as hereinafter provided. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due and payable in full when due, without notice or demand (except as otherwise expressly provided in this Declaration), and without set-off or deduction. All Owners of each Lot shall be jointly and severally liable to the Association for the payment of all assessments attributable to their Lot. Each assessment shall be the personal obligation of the Person(s) who was the Owner of such Lot at the time when the amount became due. The personal obligation for delinquent amounts shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 4.2 Purpose of Assessments. The annual assessments levied by the Association may be used to pay the Common Expenses, to promote the aesthetics and livability of the Community and to promote the general health, safety and welfare of the residents of the Community, and for all of those purposes and activities which may be required of the Association, or the Board of Directors, or which the Association, or the Board of Directors, may be empowered

to pursue pursuant to this Declaration or the Articles of Incorporation or Bylaws of the Association; provided, however, that such assessments levied during the Period of Declarant Control may not be used for the purpose of constructing capital Improvements.

Section 4.3 Rate of Assessments.

4.3.1 Except as otherwise set forth herein, annual and special assessments shall be fixed at a uniform rate for all Lots and assessed against all the Lots, in accordance with the Allocated Interests set forth in this Declaration. Annual and special assessments shall be sufficient to meet the expected needs of the Association to maintain the Association Properties, the Maintenance Areas, if any, and to fulfill other maintenance and regulation responsibilities of the Association, including any costs and fees associated with the enforcement of the Water Covenants (as detailed in Article 8), to administer and operate the Association, and to perform all other activities and functions which may be required of the Association and to fulfill its purpose. The annual assessments may, at the Board's discretion, include an adequate reserve fund for the maintenance, repair and replacement of those Association Properties, Maintenance Areas, Improvements and other items that must be maintained, repaired or replaced by the Association on a periodic basis and for the payment of insurance deductibles.

4.3.2 If any Common Expense or portion thereof benefits fewer than all of the Lots, or if any Common Expense disproportionately benefits any Owner or group of Owners, then the Board may, by approval of a majority of the voting Directors, assess the Common Expense or portion thereof exclusively against the Lots benefited or adjust the assessment for such Common Expense in such proportion as may be equitable and appropriate.

4.3.3 At the election of the Board of Directors, the cost of commonly metered or bulk utility services provided to Lots which constitute Common Expenses (such as water, sewer, gas and electric services), if any, and which are billed to the Association by any utility service provider, may, in turn, be allocated and billed each month (or other periodic basis) by the Association as a separately billed utility assessment against those Lots receiving the benefit of such utility services. Each Lot's allocated share of any such utility assessment shall be equal to the Allocated Interest of the Lot. Each Lot Owner covenants and agrees and shall be obligated to pay to the Association the utility assessment billed to the Owner's Lot.

Section 4.4 Date of Commencement of Annual Assessments. The annual assessments shall apply to all Lots (other than Unbuilt Lots) which are within the Community and subject to the Declaration and shall commence at such time as the Board of Directors may determine. After commencement of annual assessments as provided in the first sentence of this Section, annual assessments shall be based on an annual budget proposed by the Board of Directors and not vetoed by the Owners, as provided in this Declaration. The annual assessments shall be due and payable in monthly installments, in advance, on the first day of each month, or on such other dates, and with such frequency (which may be other than monthly, but not less frequently than annually), as the Board of Directors determines, provided that the first annual assessment shall be adjusted to reflect the time remaining in the first Association fiscal year. Any Owner purchasing a Lot between installment due dates shall pay a pro rata share of the last payment due.

Section 4.5 Special Assessments. In addition to the annual assessments authorized in this Article, the Board of Directors may levy, in any fiscal year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, maintenance, repair or replacement of Association Properties, Maintenance Areas and Improvements for which the Association has construction, maintenance, repair or replacement obligations, including fixtures and personal property related thereto, or for repair or replacement of any damaged or destroyed Association Properties, Maintenance Areas and Improvements, or for the funding of any expense or deficit of the Association. Any such special assessment shall be set against each Lot, in accordance with their Allocated Interest. A meeting of the Members called for the purpose of considering the establishment of a special assessment shall be held in conformance with Section 4.6 hereof.

Section 4.6 Notice and Quorum for Any Special Assessments. Within thirty (30) days after adoption of any proposed special assessment for the Community, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the special assessment to all the Owners and shall set a date for a meeting of the Owners to consider the special assessment not less than ten (10) days nor more than fifty (50) days after mailing or other delivery of the summary. The special assessment proposed by the Board does not require approval from the Owners and will be deemed approved by the Owners in the absence of a veto at the noticed meeting by owners of Lots voting in person or by proxy to which at least sixty-seven (67%) of the votes in the Association are allocated, whether or not a quorum is present.

Section 4.7 Assessments/Charges for Services to Less Than All Lots. The Association may provide services to less than all of the Lots. If such services are not funded by the Association's annual or special assessments, then the Owner(s) of the applicable Lot(s) shall promptly, after demand, pay to the Association the anticipated costs, fees and expenses for such services and/or reimburse the Association for the incurred costs, fees and expenses.

Section 4.8 Association Lien.

4.8.1 The Association has a statutory lien on a Lot for any amount levied against that Lot or the Owner(s) thereof, including for fines imposed against the Lot's Owner(s). Fees, charges, late charges, attorney fees, fines and interest and other amounts charged pursuant to this Declaration are enforceable as assessments under this Article. The amount of the lien shall include all those items set forth in this Section from the time such items become due. If an assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

4.8.2 Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required. However, the Board of Directors, any officer of the Association or any managing agent of the Association, may prepare and record in the county in which the applicable Lot is located, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner(s) of the Lot, and a description of the Lot. If a lien is filed, the costs and expenses thereof shall be added to the assessments for the Lot against which it is filed and collected as part and parcel thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate in accordance

with applicable law.

Section 4.9 Priority of Association Lien. A lien under this Article is prior to all other liens and encumbrances on a Lot except: (a) Liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the Association creates, assumes, or takes subject to; (b) a security interest on the Lot which has priority over all other security interests on the Lot and which was recorded before the date on which the assessment sought to be enforced became delinquent, and (c) liens for real estate taxes and other governmental assessments or charges against the unit or cooperative. A lien under this section is also prior to the security interests described in the foregoing subsection of this Section 4.9 to the extent of an amount equal to the annual assessments based on a periodic budget adopted by the association under Section 3.4, which would have become due, in the absence of any acceleration, during the six months immediately preceding the institution by either the association or any party holding a lien senior to any part of the association lien of an action or a non-judicial foreclosure either to enforce or to extinguish the lien.

Section 4.10 Certificate of Status of Assessments. The Association shall furnish to an Owner, or such Owner's designee, or to a First Mortgagees or its designee, upon written request delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments, if any, currently levied against such Owner's Lot. The statement shall be furnished within a reasonable time after receipt of the request and is binding on the Association, the Board of Directors and every Owner. The Association or its agents shall have the right to charge a reasonable fee for the issuance of such certificates.

ARTICLE 5 PROPERTY RIGHTS IN THE ASSOCIATION PROPERTIES

Section 5.1 Owners' Easements of Enjoyment. Subject to this Article, every Owner shall have a non-exclusive right and easement for the purpose of access to such Owner's Lot and for use for all other purposes, in and to the Association Properties, if any, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 5.2 Designation of Association Properties. Declarant, in Recording this Declaration, may hereafter designate certain areas of land owned by Declarant as Association Properties intended for the common benefit and enjoyment of Owners, as provided in this Declaration and other applicable documents. The Association Properties owned by the Association are not dedicated hereby for use by the general public.

Section 5.3 Duty to Accept Property and Facilities Transferred by Declarant. The Association shall accept ownership and/or title to any property, including Association Properties and Improvements thereon, as well as personal property, equipment, and easements, transferred to the Association by the Declarant, together with responsibility to perform all duties and functions incidental to ownership or beneficial use of such property, Improvements, personal property, equipment and easements, including the obligation to perform and pay for all necessary and proper operation, maintenance and repair duties and functions related to such property, Improvements, personal property, equipment and easements. The Association shall accept such transfer upon the

tender of transfer of ownership or title by the Declarant to the Association. At any time thereafter that the Declarant makes written request, the Association shall promptly furnish to Declarant a written confirmation of transfer that includes the Association's acknowledgement that the Association has accepted the transferred property for all ownership, operation, maintenance and repair purposes. As of the date this Declaration is Recorded, interests which are planned to be transferred by the Declarant to the Association consist only of Association Properties as identified as Association Properties on the attached Exhibit B.

Section 5.4 Title to the Association Properties. Subject to the limitations and restrictions of this Declaration, title to the Association Properties shall be conveyed in fee simple, free and clear of all encumbrances, by the Declarant to the Association, prior to the conveyance of the first Lot in any phase.

Section 5.5 Owners' Association Properties Easement of Enjoyment. Subject to the limitations and restrictions of this Declaration, every Owner shall have an equal, nonexclusive right and easement of enjoyment in and to the Association Properties, if any, including without limitation the right of ingress and egress to and from the Owner's Lot, any access easement, and such easement shall be appurtenant to and shall pass with the title to every Lot without the necessity of additional reference.

Section 5.6 Other Easements. In addition to the Owners' Association Properties Easement, the Community shall be subject to the following:

(a) Utility Easements. Notwithstanding any provision of this Declaration to the contrary, Declarant reserves the right to create, grant and transfer non-exclusive easements in, under, over, across, through and upon the Community for the purpose of installing, maintaining, repairing and placing any utilities or related services, including but not limited to any gas, electric, water or sewer line, mains or laterals, any telephone and cable television lines, any heating or cooling installations, any master television antenna system, or for other public purposes consistent with the intended use of the Community under this Declaration. The foregoing easements shall include, without limitation, the right of ingress and egress, the right to erect and maintain the necessary pipes, poles and other equipment, and the right to enter into agreements relating to such utility services and easements; all of which shall be binding upon the Association and the Owners. Should any person or party furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on the Community without conflicting with the terms hereof. The foregoing easement shall be in addition to any other recorded easements on the Community, including, but not limited to, any easements granted in the recorded subdivision map. Notwithstanding any other provision contained in this Section, no easements shall be granted pursuant to this Section which shall unreasonably interfere with an Owner's use of his or her lot. The rights reserved herein for Declarant shall pass to the Association upon the termination of the Special Declarant Rights Period, and any and all of the covenants, terms, provisions, rights and duties arising from such easements granted by the Declarant and any related agreements shall thereupon pass to the Association and be assumed by it in place of the Declarant. Any consideration for any such easement shall be delivered to and become the property of the Association, whether the grant of easement was made by the Declarant or by the Association.

(b) Emergency Easement. A non-exclusive easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the Community, including but not limited to all Lots, Maintenance Areas and the Association Properties, in the performance of their duties.

ARTICLE 6 INSURANCE

Section 6.1 Insurance. The Association shall maintain the following types of insurance to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of said coverage shall be paid by the Association as Common Expenses. In addition, the Association may maintain such insurance on such other property as the Board of Directors may determine in its discretion from time to time, or as may be hereinafter required. Notwithstanding any of the specific insurance requirements specified in this Article, the Association may also consider, in determining the types and amount of insurance it needs to obtain, the then-existing requirements of any of the Agencies with respect to their insurance, guaranty, or purchase of First Mortgages.

Section 6.2 Property Casualty and Public Liability. Broad form property casualty insurance on any insurable Improvements (if any) located on the Association Properties, if any, together Comprehensive general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Association Properties, if any, and in connection with the Association's maintenance responsibilities for any Maintenance Area, if any, in such limits as the Board of Directors of the Association may, from time to time, determine, at its discretion, insuring the Board of Directors, the Association, any managing agent, and their respective employees, agents and all persons acting as agents. The Declarant shall be included as an additional insured in the Declarant's capacity as a Lot Owner and Board member. Each Lot Owner shall also be included as an additional insured under this policy but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Association Properties, if any.

Section 6.3 Fidelity Coverage. A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and/or any independent contractor employed by the Association for the purpose of managing the Community and/or any Owner who disburses funds of the Association, in an amount at least equal to the estimated maximum of funds, including maintenance reserves, in the custody of the Association at any given time; provided, however, that such fidelity coverage or fidelity bonds shall not be in an amount less than two (2) months aggregate assessments on the Lots, plus such reserve funds as calculated from the current budget of the Association. The Association may carry fidelity insurance in amounts greater than required hereinabove and may require any independent contractor employed for the purposes of managing the Community to carry more fidelity insurance coverage than required hereinabove. In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase, at its own expense, a policy of fidelity insurance or bonds which fully complies with the provisions of this subsection (c).

Section 6.4 Other Insurance. In addition, the Association may obtain insurance against

such other risks of a similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including, but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

ARTICLE 7 RESTRICTIONS

Section 7.1 General Plan; Restrictions Imposed. It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Community. This Community is subject to the Recorded easements, licenses, and other matters listed on Exhibit C attached hereto and incorporated herein by this reference, as well as all provisions of any plat and/or final development plan applicable to the Community or any portion thereof. In addition, the Declarant declares that the Community (including all of the Lots therein) shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the provisions, conditions, limitations, restrictions, agreements and covenants contained elsewhere in this Declaration. All Owners and occupants of any Lot shall comply with the provisions, conditions, limitations, restrictions, agreements and covenants contained in this Declaration.

Section 7.2 Maintenance of the Community. No property within the Community shall be permitted to fall into disrepair, and all property within the Community, including any fences, Improvements, and landscaping thereon, shall be kept and maintained in a clean, attractive, and slightly condition and in good repair. Maintenance, repair, and upkeep of each Lot and all shall be the responsibility of the Owner of the Lot. Unless otherwise provided herein or by resolution of the Board, the maintenance of any landscaping or Improvements (specifically including any retaining walls) installed by Declarant on a Lot (whether for aesthetic reasons or to satisfy County requirements) shall be the responsibility of the Owner of the Lot, even if such landscaping and Improvements benefit the entire Community. Maintenance, repair, and upkeep of Association Properties shall be the responsibility of the Association. Dead or dying landscape materials shall be replaced as soon as possible, taking into account weather conditions affecting the planting of replacement landscaping, and all landscaping shall be regularly maintained in a neat and trim manner. Automatic irrigation systems, if used, shall be maintained and operated in such a fashion as to conserve water to the maximum extent practicable while still maintaining landscaping in an attractive condition.

Each Owner of a Lot shall be responsible for maintaining, repairing, and replacing, in a reasonably attractive manner, any fence located on such Owner's Lot, unless such fence is to be maintained by the Association. Any fence located on a lot line between two Lots shall be maintained jointly by the Owners of such Lots if the fence was installed by the Declarant and any fence located on a lot line between two Lots which was installed by one of the Owners shall be maintained by the Owner who installed the fence. Owners are hereby granted an easement across adjacent Lots for the purpose of maintaining, repairing, and replacing any fence installed by such Owner.

Section 7.3 Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it is permissible and proper for Declarant, and their employees, agents and contractors, to perform such reasonable activities, and to maintain upon portions of the Lots and such facilities as they deem reasonably necessary or incidental to the development and sale of Lots, and development and construction of Improvements, as they determine in their reasonable discretion from time to time. Nothing in this Declaration limits the rights of the Declarant to conduct all sales and marketing activities as the Declarant deems necessary or desirable in its sole discretion and to use the easements provided in this Declaration or otherwise of record for those and other purposes. Further, nothing in this Declaration limits the right of the Declarant or requires the Declarant to obtain approvals: (a) to excavate, cut, fill or grade any property owned by the Declarant or to construct, alter, demolish or replace any Improvements and/or (b) to require Declarant to seek or obtain the approval of any design review committee or of the Association for any activity or Improvement. Notwithstanding the foregoing, the Declarant shall not perform any activity or maintain any facility on any portion of the Lots in such a way as to unreasonably interfere with or disturb any Owner, or to unreasonably interfere with the use, enjoyment or access of such Owner or his Permittees of and to the Owner's Lot and to a public right-of-way.

Section 7.4 Right of Board Regarding Rules and Regulations. In furtherance of the purposes of this Declaration, and subject to the Board's duty to exercise judgment and reasonableness on behalf of the Association, the Board may adopt, amend or repeal Rules and Regulations concerning and governing the Community or any portion thereof ("Rules and Regulations"). The Board may establish and enforce penalties for any infraction thereof.

Section 7.5 Property Uses. All Lots shall be used for residential purposes and such other purposes as may be permitted under the applicable requirements of the County. No residence erected or maintained within Community shall be used or occupied for any purpose other than for a single-family detached dwelling. Notwithstanding the foregoing, in-home businesses not involving the servicing of customers or use of employees in the residence, other than the Owners of the Lot on which such activities occur or their family members, shall be allowed if permitted under applicable zoning and other County regulations and requirements, provided such activities are conducted solely within the residence and do not create or result in any offensive or noxious activities, do not constitute a nuisance, and do not result in customers, employees or clients coming to the residence for purposes related to the business or parking in public or private streets.

Section 7.6 Construction Requirements. All construction shall be new. No building previously 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 structures. The maximum height and minimum size of all residences and other building and structures constructed within the Community shall be limited to any height limits, and minimum square footage requirements required or approved by the County and as set forth in this Declaration or any design standards adopted by the Association, whichever is more restrictive. No structures, Improvements, fences or storage of materials are permitted withing "No Build and No Storage Materials" areas on each Lot as depicted on the Plat.

Section 7.7 No Temporary Structures. No tent, shack, mobile home, temporary structure or temporary building shall be placed upon any Lot within the Community except with the prior written consent of the Board, at its discretion, subject to such conditions or restrictions as may be required by the Board.

Section 7.8 Noxious or Offensive Activities. No noxious or offensive activity shall be carried on upon any part of the Community nor shall anything be done or placed on it or in any part of the Community which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others. No activity shall be conducted on any part of the Community and no improvements shall be made or constructed on any part of the Community which are or might be unsafe or hazardous to any person or property. No sound shall be emitted on any part of the Community which is unreasonably loud or annoying. No odor shall be emitted on any part of the Community which is noxious or offensive to others.

Section 7.9 Pets. No animals, livestock, insects or poultry or other animals of any description shall be kept or maintained on any Lot, except as permitted by all existing local ordinances and any Rules and Regulations of the Association, and provided that such animals are not kept for commercial purposes. The Board shall have the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of the provisions of this paragraph. An Owner is responsible for any damage caused to the Community by his or his Permittee's pet and shall be obligated to clean up after any pet while it is on the Community.

Section 7.10 No Unsightliness. All unsightly conditions, structures, facilities, equipment, and objects shall be enclosed within a structure, except when in actual use. The Board may specify what conditions and objects constitute "unsightliness" by Rules and Regulations duly adopted by the Board.

Section 7.11 Weeds. The grass and other landscaped areas in all yards and other portions of every Lot on which no building has been constructed shall be maintained in an attractive condition. Each Lot Owner is responsible for assessment and mitigation of known noxious weeds, prior to, during and after construction. In addition, each Lot shall be kept free from brush or other growth or trash which, in the reasonable opinion of the Board, is unreasonably unsightly or causes undue danger of fire.

Section 7.12 Restrictions on Mining or Drilling. No property within the Community shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, or earth.

Section 7.13 Maintenance of Drainage. Each Owner shall be responsible for maintenance of the established drainage pattern on his Lot in accordance with the applicable grading plan approved by and on file with the County. There shall be no interference with the established drainage pattern over any property within the Community, except as approved in writing by the Design Review Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The Owner of the Lot for which the established drainage pattern is changed shall be solely liable for the impact of such changes on adjacent Lots, Association Properties, adjacent properties outside the Community, or public property. The “established drainage pattern” shall mean the drainage pattern which exists at the time the approved grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Design Review Committee. The established drainage pattern may include the drainage pattern: (a) from Association Properties over any Lot; (b) from any Lot over the Association Properties; (c) from any property owned by the County, a special district or other Persons over any Lot; (d) from any Lot over property owned by the County, a special district or other Persons; (e) from any Lot over another Lot; or (1) from any Lot over properties outside the Community.

Section 7.14 Compliance with Insurance Requirements. Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on property within the Community which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

Section 7.15 Compliance with Laws. Nothing shall be done or kept on any property within the Community in violation of any law, ordinance, rule, or regulation of any governmental authority having jurisdiction.

Section 7.16 Further Subdivision of Lots. No further subdivision of the Lots is permitted without the approval of the Board and the County, and during the Special Declarant Rights Period, with the approval of Declarant, together with an amendment to this Declaration approved by the requisite number of Owners.

Section 7.17 Restoration in the Event of Damage or Destruction. In the event of damage or destruction of any Improvement on any Lot, the Owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced in a timely manner to its original condition or such other condition as may be approved in writing by the Design Review Committee, or the Owner shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Design Review Committee, so as to present a pleasing and attractive appearance.

Section 7.18 Temporary Storage of Building Materials. No building materials shall be stored on any Lot except temporarily during continuous construction of an Improvement on the same Lot or inside a residence. Building materials shall be removed from a Lot or other portion of the Community within thirty (30) days after cessation of actual construction in those areas being served by such material storage area.

Section 7.19 Vehicle Repairs. No maintenance (other than washing and polishing vehicles), servicing, repair, dismantling, or repainting of any type of vehicle, boat, trailer, machine, or device may be carried on within the Community, except within a completely enclosed structure which screens the sight and sound of the activity from the street and from other Lots and public property.

Section 7.20 Rentals. All leases and rental agreements of Improvements located on any Lot within the Community shall be in writing and subject in all respects to the provisions of this Declaration.

Section 7.21 Open Burning. No Owner shall permit any condition upon a Lot which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 7.22 Use Restrictions on Timeshares. Timeshare estates may not be created and are not permitted within the Community.

ARTICLE 8 WATER COVENANTS

Pursuant to the Replacement Plan 4278-RP, sufficient water is available in the Dawson aquifer to satisfy El Paso County's 300-year water supply requirement for each of the seven (7) Lots in the Community. Each Lot will be served by an individual well and a non-evaporative septic system. The covenants, conditions, restrictions and obligations set forth this Article 8 shall constitute the "Water Covenants."

1. Each Lot Owner shall be responsible for obtaining a well permit from the Colorado Division of Water Resources for the construction of an individual well for provision of water to their individual Lot. After issuance of a permit the Lot Owner will be responsible for updating the ownership information of the well permit with the Colorado Division of Water Resources and will be responsible for all maintenance and reporting of the well and water use, including the installation and maintenance of a totalizing flow meter for each well. Permanent records of all withdrawals of groundwater from each well shall be recorded at least annually by the well owners, permanently maintained, and provided to the Colorado Groundwater Commission ("Commission") and the Upper Black Squirrel Creek Ground Water Management District upon request. Each lot owner must submit the following to the Commission and the Upper Black Squirrel Creek Ground Water Management District on forms acceptable to the Commission on an annual basis for the previous calendar year, by February 15 of the following year:

- a. Identification of the well permit issued and the well constructed;
- b. The amount of water diverted by each well, both annually and cumulatively;
- c. The number of occupied dwellings served by each well;
- d. The return flows occurring from use of wells operating under the plan, assuming 0.18 acre-feet per year occupied single family dwelling (90% of the water used for in-house purposes) enters the alluvial aquifer via a non-evaporative septic system as replacement water;

e. Any other information the Commission deems relevant and necessary to operation, monitoring, accounting, or administration of the Replacement Plan.

2. There is an existing well having Permit No. 86508-F, issued on January 13, 2022, and completed into the Dawson aquifer. Ownership of this well and associated costs, maintenance and fees will be the responsibility of the owner of Lot 6.

3. This Declaration hereby reserves 855 acre-feet of non-tributary Dawson aquifer water pursuant to Determination of Water Right No. 4278-BD to satisfy El Paso County's 300-year water supply requirement for the seven (7) lots of Romens Subdivision. Each one of the seven Lots is allocated 0.407 acre-feet/year (for a total of 122.2 acre-feet per Lot) of Dawson aquifer water to satisfy El Paso County's 300-year water supply requirement.

4. A non-evaporative septic system shall be constructed for each well in order for return flows to replace groundwater depletions. Said system will ensure that return flows are made to the stream system to replace actual depletions during pumping and shall not be separated from the transfer of title to the land, and shall not be separately conveyed, sold, traded, bartered, assigned, or encumbered in whole or in part for any other purpose.

5. Use of groundwater from each well is limited to the following beneficial uses: domestic including in-house use; domestic animal watering; irrigation of landscape, gardens, and greenhouse; commercial; fire protection; recreational; and the watering of stock animals, either directly or after storage.

6. An occupied single-family dwelling generating return flows from a non-evaporative septic system must be in place and functioning before any irrigation or animal watering is allowed.

7. The water rights referenced herein shall be explicitly conveyed; however, if a successor Lot owner fails to so explicitly convey the water rights, such water rights shall be intended to be conveyed pursuant to the appurtenance clause in any deed conveying said Lot, whether or not Determination of Water Right No. 4278-BD and Replacement Plan No. 4278-RP and the water rights therein are specifically referenced in such deed. The water rights so conveyed shall be appurtenant to the Lot with which they are conveyed, shall not be separated from the transfer of title to the land, and shall not be separately conveyed, sold, traded, bartered, assigned or encumbered in whole or in part for any other purpose. Such conveyance shall be by special warranty deed, but there shall be no warranty as to the quantity or quality of water conveyed, only as to the title.

8. The Association, through the Board, shall be responsible for enforcing the Water Covenants and shall be empowered to assess the Owners for any necessary fees related to such enforcement obligation, including but not limited to, compliance with the water determinations and replacement plans for the property, including fees for the installation and maintenance of totalizing flow meters. Any such fees and costs shall be assessments and subject to the provisions of Article 4 herein.

9. Notwithstanding any provisions herein to the contrary, no changes, amendments, alterations, or deletions to this Declaration may be made which would alter, impair, or in any manner compromise the water supply for Romens Subdivision pursuant to Determination of Water Right no. 4278-BD and Replacement Plan no. 4278-RP. Further, written approval of any such proposed amendments must first be obtained from the El Paso County Planning and Community Development Department, and as may be appropriate, by the Board of County Commissioners, after review by the County Attorney's Office. Any amendments must be pursuant to the Colorado Ground Water Commission approving such amendment, with prior notice to the El Paso County Planning and Community Development Department for an opportunity for the County to participate in any such determination.

10. This Declaration shall not terminate unless the requirements of Determination of Water Right No. 4278-BD and Replacement Plan no. 4278-RP are also terminated by the Colorado Ground Water Commission and a change of water supply is approved in advance of termination by the Board of County Commissioners of El Paso County.

ARTICLE 9 GENERAL PROVISIONS

Article 9.1 Enforcement.

9.1.1 Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in any of the Governing Documents, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision. Remedies shall be cumulative and no remedy shall be exclusive of other remedies that may be available. Failure by the Association or any Owner to enforce any covenant, restriction or other provision contained in any of the Governing Documents, shall in no event be deemed a waiver of the right to do so thereafter.

9.1.2 The Association shall have the right to levy and collect fines for the violation of any provision of any of the Governing Documents in accordance with the governance policies of the Association.

Article 9.2 Severability. All provisions of each of the Governing Documents are severable. Invalidation of any of the provisions of any such documents, by judgment, court order or otherwise, shall in no way affect or limit any other provisions which shall remain in full force and effect.

Article 9.3 Conflicts. In case of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Article 9.4 Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for the Declarant, its employees, agents, and contractors, to perform such activities, and to maintain upon portions of the Lots, and the Association Properties, such facilities as the Declarant desires, specifically including maintaining signs, sales offices, sales trailers, model units, construction offices, and construction trailers, in

such numbers, of such sizes, and at such locations as the Declarant determines, and the Declarant reserves easements for the same (including access easements). Any real estate used as a sales office, management office, model unit, or for the location of a trailer used as a construction or sales office, shall be a Lot or Association Properties, as such property is designated in Recorded document(s). Nothing contained in any of the Governing Documents shall limit the rights of the Declarant to conduct all construction, sales, and marketing activities as the Declarant deems necessary or desirable, and to use any easements for those and other purposes. The rights provided for in this Section shall terminate automatically upon termination of the Special Declarant Rights Period.

Article 9.5 Duration, Revocation, and Amendment.

9.5.1 Each and every provision of this Declaration shall run with and bind the land perpetually from the date this Declaration is Recorded. Except as otherwise provided in this Declaration, this Declaration may be amended by the affirmative vote or agreement of Members holding at least sixty-seven percent (67%) of the Allocated Interests; provided, however, prior to the termination of the Special Declarant Rights Period, including the right to exercise any Development Rights, no amendment or termination of this Declaration shall be effective without the prior written approval of the Declarant.

9.5.2 Notwithstanding anything to the contrary contained in this Declaration, the Declaration may be amended, in whole or in part, by the Declarant without the consent or approval of any other Owner, any Eligible Mortgagees, or any other Person, in order to comply with the requirements, standards, or guidelines of any of the Agencies or of recognized secondary mortgage markets. Such right of amendment shall terminate automatically at the expiration of the Special Declarant Rights Period.

9.5.3 Notwithstanding anything to the contrary contained in this Declaration, this Declaration, or any map or plat, may be amended in whole or in part, by the Declarant, without the consent or approval of any other Owner, any First Mortgagees, or any other Person, in order to correct clerical, typographical, or any other technical errors as determined by Declarant. Such right of amendment shall terminate automatically at the expiration of the Special Declarant Rights Period.

12.5.4 Except as to amendments which may be made by the Declarant, amendments to this Declaration may be prepared, executed, Recorded, and certified by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Such certification shall, in the case of an amendment requiring the approval of Owners, certify that the Association has received the requisite approvals. Amendments to this Declaration which may be made by the Declarant pursuant to this Declaration, may be signed by the Declarant and shall require no other signatory.

9.5.5 No amendment shall operate or be effective to remove, revoke, limit, condition, or modify any right or privilege of the Declarant under this Declaration, without the written consent of the Declarant or the assignee of such right or privilege. Each Amendment to this Declaration enacted by the a vote or agreement of Owners of Lots shall be applicable only to disputes, issues, controversies, circumstances, events, claims or causes of action that arose out

of acts, omissions, events or other circumstances that occurred after the date of Recording of such amendment in El Paso County, and no such amendment shall be applied retroactively (i) to any disputes, issues, controversies, circumstances, events, claims or causes of action that arose out of acts, omissions, events or other circumstances that occurred before the date of Recording of such amendment in the County, or (ii) to impair the rights or obligations of any Person, including Declarant, as originally set forth in this Declaration. Notwithstanding anything to the contrary herein, nothing in this Section may be amended, nullified or modified without the written consent of the Declarant.

9.5.6 Any indemnification or right of indemnification of directors and officers of the Association as provided by any of the Governing Documents shall continue as to a person who has ceased to be a director or officer of the Association and shall inure to the benefit of the director's or officer's estate, heirs, personal representatives, executors and administrators.

9.5.7 Any repeal or modification of any provision of the Association Documents permitting or requiring indemnification of director's and officer's shall be prospective only, and shall not adversely affect any limitation on the personal liability of a current or former director or officer of the Association for acts or omissions prior to such repeal or modification; any such repeal or modification shall not be effective as against a current or former director or officer of the Association for acts or omissions prior to such repeal or modification without such director's or officer's written consent.

Section 9.6 Registration of Mailing Address. Each Owner shall register its mailing address with the Association and the mailing address of each First Mortgagee with respect to the Owner's Lot, if any, and all statements, demands and other notices intended to be served upon an Owner, or upon a First Mortgagee shall be sent by U.S. mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the Association of a registered address, then any statement, demand or other notice may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Lot. All statements, demands, or other notices intended to be served upon the Board of Directors or the Association during the Period of Declarant Control shall be sent by U.S. mail, postage prepaid, 13158 E. 106th Pl., Commerce City, CO 80022, unless such address is changed by the Association during the Period of Declarant Control; subsequent to expiration of the Period of Declarant Control, the Association shall notify the Owners of a different address for notices.

Section 9.7 Limitation on Liability. The Association, the Board of Directors, the Declarant, and the officers, directors, members, partners, agents and employees of the same, shall not be liable to any Person for any action or for any failure to act unless the action or failure to act was not in good faith and was done or withheld with malice. The release and waiver set forth herein below (Waiver) shall apply to this Section.

Section 9.8 No Representations, Guaranties or Warranties. No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant, the Association, the Board of Directors, or by any of their officers, directors, members, partners, agents or employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, structural integrity, freedom from defects, zoning,

compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing or otherwise required by law. The release and waiver set forth herein below (Waiver) shall apply to this Section.

Section 9.9 Disclaimer Regarding Safety. DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS AND THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS AND THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS OR POLICIES AND PROCEDURES OF THE ASSOCIATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY. THE RELEASE AND WAIVER SET FORTH BELOW HEREIN (WAIVER) SHALL APPLY TO THIS SECTION.

Section 9.10 Development Within and Surrounding the Community. Each Owner acknowledges that development within and surrounding the Community may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses, may change over time. Such development may entail changes to or alterations in the access to the Community, views of or from the Community or the Lots, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. In addition, this Community is surrounded by agricultural land and Owners and their Permittees may be impacted by sounds, smells and activities associated with active agricultural practices. By accepting a deed to a Lot, each Owner accepts title to such Lot subject to the foregoing, and waives and releases any claim against the Declarant, the Association, the Board of Directors, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, arising out of or associated with any of the foregoing. The release and waiver set forth below herein (Waiver) shall apply to this Section.

Section 9.10 Waiver. By acceptance of a deed to a Lot, each Owner hereby releases, waives, and discharges the Declarant, the Association, the Board of Directors, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in this Declaration.

Section 9.12 Headings. The Article, Section and subsection headings in this Declaration are inserted for convenience of reference only, do not constitute a part of this Declaration, and in no way define, describe or limit the scope or intent of this Declaration or any of the provisions hereof.

Section 9.13 Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

Section 9.14 Use of "Include," "Includes" and "Including". All uses in the Governing Documents of the words "include," "includes" and "including" shall be deemed to include the words "without limitation" immediately thereafter.

Section 9.15 Action. Any action that has been or may be taken by the Declarant, the Association, the Board, any Member, any director, any committee, or any other Person, may be taken "at any time, from time to time". Each provision that authorizes, directs or permits action shall be deemed to include such language.

Section 9.16 Sole Discretion. All actions which are taken by the Declarant, the Association, the Board, any Member, any director, any committee, or any other Person, shall be deemed to be taken "in the sole discretion" of each of such parties.

Section 9.17 Run with Land; Binding Upon Successors. The benefits, burdens and all other provisions contained in this Declaration shall be covenants running with and binding upon the Community and all real property and Improvements which are now or hereafter become a part thereof. The benefits, burdens and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant, the Association and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.

Section 9.18 Termination – Except in the case of a taking of all the Lots by eminent domain (which shall be governed by C.R.S. § 38-33.3-107), and subject to the provisions of Article 10 with regard to the Water Covenants, this Community may be terminated only by agreement of Owners of Lots to which at least ninety (90%) of the votes in the Association are allocated, and the consent of Declarant during the Special Declarant Rights Period, and shall not be effective unless a copy of the termination agreement is sent by certified mail or hand delivered to El Paso County, State of Colorado.

An agreement of Owners to terminate must be evidenced by their execution of a termination agreement or ratifications thereof in the same manner as a deed, by the requisite number of Lot Owners. The termination agreement must specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement and all ratifications

thereof must be recorded in every county in which a portion of the Community is situated and is effective only upon Recordation.

The distribution of the assets of the Community shall proceed as provided in C.R.S. § 38-33.3-218.

Section 9.19 Association Books and Records. The Association shall make available to Owners, First Mortgagees of Lots, and insurers or guarantors of any such First Mortgage, current copies of this Declaration, and the Articles of Incorporation, By-Laws, Rules and Regulations, books, records, and financial statements of the Association, copies of which shall be maintained by the Association. The Association shall make available to prospective purchasers of Lots current copies of this Declaration, and the Articles of Incorporation, By-Laws, Rules and Regulations, and the most recent annual financial statement, if such is prepared, of the Association. The Association shall not be required to prepare audited financial statements. However, if there is no audited financial statement available, any First Mortgagee shall be allowed to have an audited financial statement prepared, at its expense, three (3) copies of which shall be provided to the Association. "Available" shall mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances. The Association may charge a fee for the reasonable copying costs of any materials provided pursuant to this Section.

ARTICLE 10 ALTERNATIVE DISPUTE RESOLUTION

Section 10.1 Purpose. The purpose of the Declaration is to establish a harmonious community. Because the prompt, efficient, fair and non-belligerent resolution of any disputes is desirable, any controversy arising out of or relating to this Declaration, or a breach thereof, or any other dispute between (i) the Declarant and the Association, or (ii) the Association and any Owner shall be resolved as set forth in this Article.

Section 10.2 Actions by the Association. The Association shall have the power to commence and maintain legal actions and suits regarding such issues and against such parties as may be deemed appropriate by the Board of Directors; provided, however, that to the fullest extent provided by law, unless any such legal action or suit is an "Excluded Dispute," as hereinafter defined, the Association may not commence or maintain any such legal action or suit unless the commencement and maintenance of such legal action or suit has first been recommended by the Board of Directors and thereafter approved by the vote of at least sixty-seven percent (67%) of Members at a duly constituted meeting of all Owners. In making its recommendation, the Board of Directors shall exercise its reasonable judgment, considering, without limitation, the likelihood of success, the impact, if any which such action may have upon the market values of the Sites, the cost of pursuing the action including attorneys' fees and expert fees, the resources of the Association and whether a Special Assessment or depletion of reserves will be required in connection therewith or as a result thereof. The Board of Directors shall prepare a written analysis of the risks and benefits to the Members of commencing and maintaining any legal action or suit (other than an Excluded Dispute) that the Board of Directors has decided to so commence and maintain, which analysis shall include an estimate of the direct costs anticipated to be incurred including attorneys' fees and expert witness fees and how those costs are to be funded and the potential indirect costs of the litigation such as the possible impacts on value, marketability and

the ability to get financing of the Sites both during the litigation and after its resolution. The Board of Directors shall deliver a copy of such written analysis to all Owners at least seven (7) days prior to the date scheduled for the meeting of the Owners at which the Owners shall vote whether or not to proceed with such legal action or suit.

Section 10.3 Excluded Disputes. "Excluded Disputes" shall mean any legal action or suit: (a) commenced and maintained by the Association against any Owner, in his capacity as an Owner, or any Owner's tenants and their respective family members, guests, invitees and licensees, to restrain and enjoin any breach or threatened breach of this Declaration, the Design Standards or the Rules and Regulations of the Association, to recover damages for any such breach or otherwise to enforce the Association's rights under this Declaration, the Articles of Incorporation or Bylaws of the Association or the rules and regulations of the Association, including, without limitation, any legal action or suit to collect unpaid Assessments payable by an Owner to the Association or to foreclose the lien of the Association in connection therewith; (b) commenced and maintained by the Association to protest the amount of the assessed valuation for property tax purposes of any real or personal property owned by the Association; or (c) commenced and maintained by the Association in which the total amount of damages sought by the Association (either for itself or on behalf of all or some of the Members) is in a total amount of \$5,000.00 or less for all claims stated.

Section 10.4 Direct Communication. The parties to the disagreement shall set forth their respective positions in the dispute in correspondence. Each party shall respond within ten days after receipt of a letter from the other until agreement is reached.

Section 10.5 Mediation. If the dispute cannot be resolved through direct communication of the parties, either party may request appointment of a neutral and properly credentialed mediator, who shall make the disclosures required by C.R.S. § 13-22-212. Both parties shall participate in the mediation in good faith until the dispute is resolved for a period not to exceed thirty days with the consent of all parties. The cost of the mediation shall be divided equally among the parties.

Section 10.6 Arbitration.

(a) If the dispute cannot be resolved through mediation, such dispute, at the Declarant's election and in its sole discretion, if the Declarant is a party to the dispute, or if not, then automatically, shall be decided by mandatory and binding arbitration by an arbitrator who is a neutral third party in accordance with the Construction Industry Arbitration rules of the American Arbitration Association ("AAA") currently in effect. The arbitrator shall make the disclosures required by C.R.S. § 13-22-212. In addition, the following procedures shall apply:

(b) Demand for arbitration shall be filed in writing with the other party and with the AAA. A demand for arbitration shall be made within thirty (30) days after the dispute in question has arisen and failed to be resolved by mediation. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

(c) No arbitration arising out of or relating to this Declaration shall include, by consolidation, joinder or any other manner, an additional person or entity not subject to the Declaration, except that the Declarant, at its sole election and in its sole discretion, may by consolidation, joinder or any other manner, include contractors, subcontractors or other parties involved in the construction and/or planning of the Community. The foregoing agreement to arbitrate and other agreements, or the Declarant's election, to arbitrate with an additional person or entity shall be specifically enforceable in accordance with applicable law and any court having jurisdiction thereof.

(d) The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(e) All filing fees and AAA costs associated with the arbitration itself shall be paid for by the party who files the notice of arbitration; provided, however, that the arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and expenses including any attorney's fees, arbitrator's fees and out-of-pocket expenses of any kind. The term "prevailing party" shall mean the party whose position is most nearly upheld in arbitration. (For example, the prevailing party would be the party who is required to pay \$1,000.00 in the arbitration proceeding where such party had, prior to the commencement of the arbitration, offered \$500.00 by way of settlement and the opposing party, refusing such offer, had claimed entitlement to \$10,000.00.)

If the Declarant chooses not to elect mandatory and binding arbitration, then all disputes shall be adjudicated in the El Paso County District Court. ALL PARTIES AGREE THAT ANY AND ALL CLAIMS SHALL BE HEARD BY THE COURT SITTING WITHOUT A JURY AND ALL PARTIES HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY.

(f) Binding Nature; Applicable Law. The consideration of the parties to be bound by arbitration is not only the waiver of access to determination by a court and/or jury, but also the waiver of any rights to appeal the arbitration finding other than the reasons available under Colorado law and any applicable municipal law. A judgment upon an award rendered by the arbitrator may be entered in the any court having jurisdiction.

Section 10.7 Location. The alternative dispute resolution proceeding shall be held at a mutually agreeable location within the County of El Paso.

Section 10.8 Sole Remedy; Waiver of Judicial Rights. Subject to the Declarant's election right set forth herein, the Declarant, the Association, and each Owner expressly consent to the procedures established in this Article as their sole and exclusive remedy, and expressly waive any right they may have to seek resolution of any dispute contemplated by this Article in any court of law or equity, and any right to trial by judge or jury. If a dispute involves the Declarant, an Owner or the Association, no person shall file a memorandum of lis pendens or similar instrument that would encumber or create a lien upon the land owned either by the Declarant or the Association.

Section 10.9 Amendment. The terms and provisions of the Declaration requiring alternative dispute resolution at Declarant's election (Article 10 herein), inure to the benefit of

Declarant, are enforceable by Declarant and to the fullest extent permitted by law shall not be amended without the written consent of Declarant and without regard to whether or not Declarant owns any portion of the Community at the time of such amendment. BY TAKING TITLE TO A SITE, ALL OWNERS ACKNOWLEDGE AND AGREE THAT THE PROVISIONS IN THIS DECLARATION REQUIRING THE RIGHT TO REMEDY DEFECTS AND REQUIRING ALTERNATIVE DISPUTE RESOLUTION IF ELECTED BY DECLARANT ARE A SIGNIFICANT INDUCEMENT TO THE DECLARANT'S WILLINGNESS TO DEVELOP AND SELL THE SITES AND THAT IN THE ABSENCE OF THE RIGHT TO REMEDY AND ALTERNATIVE DISPUTE RESOLUTION PROVISIONS CONTAINED IN THE DECLARATION, DECLARANT WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP AND SELL THE SITES FOR THE PRICES PAID BY THE ORIGINAL PURCHASERS.

Section 10.10 Reformation. IN THE EVENT THAT THE PROVISIONS OF THIS ARTICLE 10 CONFLICT WITH ANY MANDATORY PROVISIONS OF APPLICABLE LAW, THE PROVISIONS OF THIS ARTICLE 10 SHALL BE REVISED TO THE MINIMUM EXTENT NECESSARY TO COMPLY WITH THE MANDATORY PROVISIONS OF SUCH LAWS.

Section 10.11 Waiver of Trial By Jury. IN THE EVENT THAT A COURT FINDS THAT THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THIS ARTICLE 10 ARE UNENFORCEABLE AND AS A RESULT A PARTY IS ALLOWED TO BRING A CLAIM IN COURT, ALL PARTIES AGREE THAT ANY LAWSUIT, WHETHER CLAIM, COUNTERCLAIM OR OTHERWISE, BROUGHT IN COURT SHALL BE TRIED ONLY BY A JUDGE AND NOT BY A JURY; AND EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND INTELLIGENTLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand this ___ day of _____, 202__.

DECLARANT:

**THE ROMENS LIVING TRUST, DATED
DECEMBER 23, 2008, AS AMENDED**

By: _____
Adelaida Romens, Trustee of the Romens Living
Trust, dated December 23, 2008, as amended

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 202__, by Adelaida Romens, as Trustee of the Romens Living Trust, dated December 23, 2008, as amended.

Witness my hand and official seal.

(Notarial Seal)

Notary Public

EXHIBIT A
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF ROMENS SUBDIVISION

(Real Property included in the Community)

NE 1/4 of the NE 1/4 of Section 24, Township 11 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado, also known as:

Lots 1 through 7, inclusive
Romens Subdivision,
County of El Paso,
State of Colorado,

according to the plat thereof, to be recorded in the Records of El Paso County, Colorado.

EXHIBIT B
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF ROMENS SUBDIVISION

Lots: Lots 1-7, inclusive.

Association Properties: None

Maintenance Area: None

EXHIBIT C
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF ROMENS SUBDIVISION

(Certain Title Exceptions)

This Community is subject to the Recorded easements, licenses, and other matters listed below. The following items, if recorded, are recorded in the office of the Clerk and Recorder of El Paso County, Colorado:

[insert from updated title commitment prior to recording]