

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LATIGO TRAILS FILING 10**

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LATIGO TRAILS EAST AND SOUTH**

This Declaration of Covenants, Conditions and Restrictions for Latigo Trails East and South (“Declaration”) is made as of _____, 20__ by _____ BRJM, LLC, a Colorado limited liability company (“Declarant”).

BACKGROUND AND PURPOSE

A. Declarant is the owner and developer of real property in El Paso County, Colorado, legally described in the attached **Exhibit A** incorporated by this reference (the “Property” or “Latigo Trails”).

B. This Declaration is executed and recorded (a) in furtherance of a common and general plan for the Property; (b) to protect and enhance the quality, value, desirability and attractiveness of the Property; (c) to provide for design review and covenant enforcement for the Property; and (d) to define duties, powers and rights of Declarant, NFPC (defined below), the District, and the owners of Lots within Latigo Trails.

C. The Latigo Creek Metropolitan District No. 1 (the “District”) has been formed as a special district in accordance with the Special District Act, Section 32-1-101, *et seq.*, Colorado Revised Statutes (the “Act”). Pursuant to the Latigo Creek Metropolitan District Service Plan, as approved by the Board of County Commissioners of El Paso County on April 26, 2007, by Resolution number 07-160, recorded on April 27, 2007 at Reception No. 207057002, records of El Paso County (“Service Plan”), it is the intention that the District shall maintain, operate and manage all District Properties, including but not limited to the operation and maintenance of drainage facilities benefiting the Property and appurtenant and related improvements, and perform certain functions for the benefit of Owners of Lots, as further described in the Service Plan. The District may acknowledge and accept the preceding obligations by resolution of the District’s Board of Directors.

D. Declarant shall form a not-for profit corporation (NFPC) for the purposes of design review and covenant enforcement services for the Property, and such corporation shall adopt a resolution acknowledging its obligation to provide such services for the Property.

F. This Declaration does not create a “common interest community”, as defined in Section 38-33.3-103(8), C.R.S. of the Colorado Common Interest Ownership Act (CCIOA), and therefore this Declaration shall not be governed by CCIOA.

DECLARATION

NOW, THEREFORE, Declarant, for itself, its successors and assigns, hereby declares that the Property is and shall henceforth be owned and conveyed subject to the following uniform

covenants, conditions and restrictions in furtherance of a general plan for the subdivision, ownership, improvement, sale, use and occupancy of the Property, and to enhance the value, desirability and attractiveness of Latigo Trails. This Declaration is intended to and shall run with the land and shall be binding on all persons having or acquiring any interest in the Property or any part thereof; shall inure to the benefit of and be binding upon every part of the Property and every interest therein; and shall inure to the benefit of, be binding upon and be enforceable by Declarant, the NFPC the District, their successors in interest, and each Owner and such Owner's successors in interest.

ARTICLE 1
DEFINITIONS

The following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

1.01 Builder shall mean any Person purchasing a Lot for the purpose of constructing a Home to be sold to an Owner, or any Person hired by an Owner to construct a Home on the Owner's Lot.

1.02 Declarant shall mean -----, and any Person to which _____ specifically assigns all or a portion of its rights or obligations as Declarant under this Declaration by written document recorded in the records of El Paso County, Colorado; and its successors and assigns. A successor to _____ by consolidation or merger shall automatically be deemed a successor or assign of _____ as Declarant under this Declaration.

1.03 Declaration shall mean this document as it may be amended from time to time.

1.04 Design Guidelines shall mean the architectural, construction, structural and/or aesthetic criteria, rules or standards, if any, established by the Design Review Committee from time to time that will apply to Improvements within all or specified portions of the Property.

1.05 Design Review Committee shall mean the committee created pursuant to Article 3.

1.06 District shall mean Latigo Creek Metropolitan District No. 1, and any Person to which Latigo Creek Metropolitan District No. 1 specifically assigns all or a portion of its rights or obligations under this Declaration by written agreement; and its successors and assigns. A successor to Latigo Creek Metropolitan District No. 1 by consolidation or merger shall automatically be deemed a successor or assign of Latigo Creek Metropolitan District No. 1 under this Declaration.

1.07 District Board shall mean the board of directors of the District or a duly appointed agent of the District, including but not limited to a District Manager or District management company.

1.08 District Properties shall mean all real and personal property, together with any Improvements and appurtenances and rights, now or hereafter owned, leased or maintained by the

District. District Properties will include, without limitation, all parks and open space within the Property, trails, landscaping and related structures along public rights of way, entry signage and features. District Properties may also be designated on a Plat or other recorded instrument as a common area, tract, park or open space.

1.09 Home shall mean an Improvement on a Lot that is intended or used for residential occupancy.

1.10 Improvement shall mean anything which alters the previously existing exterior appearance of any land, including but not limited to Homes, buildings, outbuildings, patios, swimming pools, garages, doghouses, pet enclosures, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning units, water softener fixtures or equipment, and poles, tanks, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, radio, television (including cable or satellite systems), or other utilities.

1.11 Lot shall mean a parcel of land designated as a lot in a recorded Plat within the Property, together with all appurtenances and Improvements associated therewith, now existing or subsequently created.

1.12 Notice and Opportunity for Hearing shall have the meaning set forth in Section 4.02 of this Declaration.

1.13 Owner shall mean the record titleholder, whether one or more Persons, including Declarant or a Builder, of fee simple title to a Lot.

1.14 NFPC shall mean a not-for-profit corporation created for the specific purpose of design review and covenant enforcement services for the Property.

1.15 Person shall mean a natural individual, trust or legal entity.

1.16 Plat shall mean a governmentally approved and recorded map of land that is part of the Property. All such Plats are incorporated by this reference and made a part of this Declaration as though attached as an Exhibit.

1.17 Property shall mean the real property described on the attached **Exhibit A** and all real property that Declarant may make subject to the Declaration in the future pursuant to a recorded document, but excluding any real property that Declarant may withdraw from this Declaration.

1.18 Rules shall mean those rules and regulations, if any, adopted by the NFPC as provided in Section 4.01 of this Declaration, as the same may be amended from time to time.

ARTICLE 2
COVENANTS TO PRESERVE THE CHARACTER OF THE COMMUNITY

These covenants are adopted in order to preserve the desirability, attractiveness and value of residential property in Latigo Trails. The following restrictions and conditions shall apply to all land that is now or may hereafter be subject to this Declaration.

2.01 General. All Homes, buildings and structures of any kind shall be constructed, installed, maintained and used in compliance with El Paso County standards, ordinances, rules and regulations after obtaining all required permits and licenses, and in accordance with any Design Guidelines, as those may be amended from time to time.

2.02 Improvements. All Improvements placed on a Lot shall be subject to prior approval in writing by the Design Review Committee or as provided in the Design Guidelines.

2.03 Construction.

- (a) Construction Type. All construction shall be new. Any building previously used at another location or any building or Improvement originally constructed as a mobile dwelling may not be moved onto a Lot except as expressly provided in Section 2.03 (h) for temporary construction, sales or administration buildings or as approved by the Design Review Committee.
- (b) Storage. Building materials may not be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement, unless such building materials are stored in an enclosed area and fully screened; except that Builders, with the prior written approval of the NFPC, may store building materials, supplies and equipment on their own land in the Property.
- (c) Construction Rules and Regulations. During the period of construction of a Home, building or other Improvement on a Lot, the Owner or the Builder shall comply with all construction rules and regulations which the Declarant, NFPC or the Design Review Committee may establish from time to time.
- (d) Construction Completion. All construction work shall be prosecuted diligently and continuously from the time of commencement until fully completed. The exterior of all Homes, buildings or Improvements must be completed within ten (10) months after the commencement of construction, or such other time as the Design Review Committee deems reasonable under the circumstances due to the nature of the project or other factors. "Commencement of Construction" for a Home or building is defined as the obtaining of necessary building permits and the excavation of earth for a foundation, and for all other Improvements is defined as the undertaking of any visible exterior work. If construction is not completed within the above time periods or such later time as approved by the Design Review Committee, the Design Review Committee may take further action as provided for in this Declaration.

- (e) Occupancy. Any Home or building constructed on a Lot shall not be occupied in the course of original construction until the Pikes Peak Regional Building Department authorizes such occupancy.
- (f) Landscaping. Within six (6) months after occupancy of a Home on a Lot, all Landscaping shown on a landscaping plan approved by the Design Review Committee must be properly installed by the Builder or Owner, subject to delays due to inclement weather.
- (g) Fences or Walls. Fences or walls must be constructed in compliance with the Design Guidelines.
- (h) Construction or Sales Offices. Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained by a Builder with the permission of Declarant. Model homes may be used and exhibited by a Builder with the permission of Declarant. Temporary buildings shall be promptly removed when they cease to be used for construction or sales purposes.
- (i) Utilities. All utilities serving a Lot will be placed underground, unless the utility provider requests otherwise. Declarant, NFPC, or the District reserve the right to locate main transmission lines above ground if determined to be advisable. Declarant may grant approval for temporary above ground utility service during construction.

2.04 Grading Patterns. Material changes shall not be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading without the prior approval of the Design Review Committee. An Owner shall be responsible for maintaining the grading and drainage on the Owner's Lot at all times so as to conduct irrigation and surface waters away from buildings and to protect foundations and footings from excess moisture. The Declaration shall not be amended to change or modify this covenant obligating an Owner to maintain the grading and drainage on the Owner's Lot.

2.05 Building and Grounds Maintenance. The exterior of all Improvements and grounds of a Lot must be maintained by the Owner in a state of good condition and repair. Such obligation includes, but is not limited to, maintaining the exterior materials and finishes of the Improvements, fencing, landscaping, drainage areas, and driveways. An Owner shall be responsible for maintaining the grading and drainage on the Owner's Lot. Irrigation of landscaping will be in compliance with any applicable watering ordinance. If an Owner fails to maintain the Improvements, the NFPC may give written notice to the Owner that, unless the required maintenance is diligently pursued within the ten (10) days following such notice, the property will be declared a nuisance and the NFPC shall have the right to take enforcement action pursuant to this Declaration.

2.06 Rebuilding or Restoration. If any Improvement is destroyed in whole or in part, it must be rebuilt or all debris must be removed promptly and the Lot restored to a safe and attractive condition. Such rebuilding or restoration must be commenced within thirty (30) days after the

damage or destruction occurs and thereafter diligently pursued to completion within a reasonable time, not to exceed ten (10) months after the date the damage occurred or such longer period of time as may be approved by the Design Review Committee. If restoration or rebuilding is not completed within the above time periods or such later time approved by the Design Review Committee, or if the restoration or rebuilding shall cease for a period of twenty (20) days without permission of the Design Review Committee, the Design Review Committee may give written notice to the Owner that unless the restoration is diligently pursued within the ten (10) days following notice, the Improvement will be declared a nuisance and the Declarant or the NFPC shall have the right to take enforcement action pursuant to this Declaration.

2.07 Outside Storage. Equipment, tools and other items must be stored in an enclosed building or otherwise adequately screened so as not to be visible from neighboring properties or adjoining streets.

2.08 Carports, Patio Covers, Outdoor Clotheslines, Swing sets and Other Similar Structures. These structures or other similar facilities may only be installed on a Lot in accordance with the Design Guidelines or as approved by the Design Review Committee.

2.09 Refuse. Unsightly objects or materials, including but not limited to ashes, trash, garbage, grass or shrub clippings, scrap material or other refuse, or containers for such items, must not be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street, except during hours of refuse collection.

2.10 Nuisances. Noxious, hazardous or offensive activity must not be carried in or upon any Lot, Home or Improvement, nor may anything be done on a Lot tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

2.11 Lights, sounds and odors. Annoying lights that are unreasonably bright or cause unreasonable glare, and sounds or odors that are noxious or offensive to others shall be deemed a nuisance and shall not be permitted to emanate from any Lot. If there is a dispute among Owners or occupants of the Homes as to whether this Section has been violated, the NFPC shall have the sole right to determine the existence of a violation as provided in Article 4 below.

2.12 Weeds. The entire area of every Lot on which no Improvement has been constructed must be kept free from plants infected with noxious insects or plant diseases and from weeds which, in the reasonable opinion of the NFPC or the Design Review Committee or subject to regulation under the Colorado Noxious Weeds Act, constitute a nuisance or are likely to cause the spread of infection or weeds to neighboring property, and free from brush or other growth which creates an undue danger of fire.

2.13 Animals. Household animals (pets) may be kept on a Lot in reasonable number as provided in the Rules. A maximum of two (2) horses are permitted on a Lot. No more animals than may be permitted by applicable governmental laws, ordinances and regulations may be kept or maintained on a Lot. No animal may be allowed to run loose off a Lot. No animal of any kind shall be permitted which makes an unreasonable amount of noise or odor or is otherwise a nuisance. No animals may be kept, bred or maintained on a Lot for any commercial purpose; provided that limited animal breeding and raising may be done on the Lot

by the Owner or occupant, and further provided that all activities occur in a restricted area on the Lot. The Owner of a Lot upon which an animal is kept is responsible for payment of any and all damage caused to the property of others. Owners are responsible for cleaning up after their animals on any portion of the Property.

All stables, corrals or any structure for the housing, feeding or use of an animal or animals shall be approved as to location and design by the Design Review Committee. Grazing of horses outside a corral, stable or barn must be limited to ensure that the natural vegetation on a Lot is not overgrazed. Corrals must have three (3) or more rails or be constructed of sturdy fencing to ensure retention of livestock. All stables and corrals shall be maintained in a sanitary condition.

2.14 Vehicles.

(a) Parking. A boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor homes, any towed trailer unit, motorcycle, all terrain vehicle, recreational vehicle or non-pickup truck shall not be parked on any street within Latigo Trails or within any Lot except in a completely enclosed building such as a garage, or unless screened in a manner approved by the Design Review Committee.

(b) Vehicle Repairs. The maintenance, servicing, repair, dismantling, sanding or repainting of any type of vehicle, boat, machine, apparatus, trailer, equipment or device may not be carried on except within a completely enclosed Improvement which screens the sight and sound of the activity from adjoining streets and from neighboring property.

(c) Abandoned or Inoperable Vehicles and Equipment. Any type of stripped down, partially wrecked or abandoned or other similar vehicle which has not been driven under its own propulsion for a period of two weeks or longer, boat, machine, apparatus, trailer, equipment or device, or any sizeable part thereof, shall not be permitted to be placed anywhere on a Lot or street within Latigo Trails except within a completely enclosed Improvement on Lot.

2.15 Signs. One (1) temporary sign advertising the real property for sale or rent which is no more than six square feet in size, the style of which is compatible with the appearance of Latigo Trails, may be installed on a Lot. All other signs must be in compliance with the Design Guidelines or construction rules and regulations applicable during construction periods. An Owner may not post signs upon any portion of the District Properties.

2.16 Hazardous Activities. No activities shall be conducted on any Lot or within an Improvement which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot, except as permitted by El Paso County ordinance, and no open fires shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Lot except such as may be contained in common

household products and in such limited quantities so as to not constitute a hazard or danger to person or property.

2.17 Outdoor Burning. Outside burning of leaves, trash, garbage or household refuse is prohibited anywhere and everywhere on the Property. Fires in barbecues and outside fireplaces contained within facilities or receptacles intended for such purpose will be allowed, and any outside facilities intended for use as a fireplace or to contain fires will be in compliance with Design Guidelines, Rules, or otherwise approved by the Design Review Committee. An Owner must not permit any condition on a Lot that creates a fire hazard or is in violation of fire prevention regulations adopted by the County or any governmental authority having jurisdiction and control over outside burning. If any ban on outdoor fires is at any time imposed by the County or other governmental authority, such ban shall be observed within the Property.

2.18 Temporary Buildings. A temporary house, trailer, tent, garage or other outbuilding will not be placed or erected on a Lot or used as a residence. The Design Review Committee may grant permission to an Owner for the placement of a temporary structure for storage of materials during construction on a Lot.

2.19 Professional or Home Occupation. Except as may be required of Declarant or a Builder in pursuit of construction activities within the Property, Lots shall be used for residential use only including uses which are customarily incident to such residential use, and shall not be used at any time for business, commercial or professional purposes. However, an Owner may conduct business activities within a Home provided that all of the following conditions are met:

- (a) the business conducted is clearly secondary to the residential use of the Home and is conducted entirely within the Home;
- (b) the existence or operation of the business is not detectable from outside of the Home by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;
- (c) the business does not result in an undue volume of traffic or parking within the Property;
- (d) the business conforms to all applicable County zoning requirements, including permitting, and is lawful in nature; and
- (e) the business conforms to the Design Guidelines and any Rules and Regulations that may be adopted by the NFPC from time to time.

2.20 Subdivision of Lots. No Lot may be subdivided or further divided by an Owner other than Declarant.

2.21 Antennas / Roof Projections / Satellite Dishes. Except as provided below in this Section, no aerial, antenna or other device for reception of radio or television or other electronic signals may be maintained on the roof of any building, nor will such structure be mounted at any location so as to be visible from neighboring properties or adjacent streets. Plans for structures, other than FCC Structures (as defined below) must be approved by the Design

Review Committee prior to installation. An FCC Structure is defined as an antenna that is (i) designed to receive direct broadcast satellite service that is one meter or less in diameter, (ii) designed to receive video programming services via multiple distribution services that is one meter or less in diameter or diagonal measurement, or (iii) that is designed to receive television broadcast signals, as defined by the Federal Communications Commission or the Telecommunications Act of 1996, as amended. An FCC Structure will be permitted so long as the means, method and location of such structure comply with the Design Guidelines or as approved by the Design Review Committee.

2.22 Utilities Location. When installing Improvements on a Lot, Owners are responsible for locating all water, sewer, septic, gas, electrical, cable television or other utility lines and easements. Owners must not construct any Improvements over utilities easements without the consent of the utility involved and Owners will be responsible for any damage to utility lines caused by their work. Owners should request the location of underground utility lines and easements through a utility line location center.

2.23 Mining and Drilling. No portion of a Lot may be used for the purpose of mining, quarrying, drilling, boring or exploring or for removing oil, gas or other hydrocarbons, water, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth. Excavations and earthwork related to the construction of Improvements within the Property will not be deemed a violation of this Section.

2.24 Water Restrictions. Irrigation from the central water system is restricted to 2,500 square feet per Lot. No drilling or operation of a water well is allowed on each Lot. Any Owner, including a Builder, is subject to the Water Services Agreement dated August 1, 2001, as amended, attached as **Exhibit B** to this Declaration, and to the rules and regulations of Meridian Services Metro District relating to out-of-district service.

2.25 Marijuana Cultivation, Use and Distribution. No Owner or occupant of a Home may utilize any portion of their Lot, including within the Home, for the cultivation of marijuana, including medical marijuana, for other than their own personal use. Any use must be in full compliance with state and local laws and ordinances and must not be visible from outside of the Home. This restriction may be further clarified by the NFPC through adoption of Rules. No Lot may be used for the distribution of marijuana. No marijuana odors may emanate from any Lot that is deemed in violation of Section 2.11. Any violation of this Section will be deemed a nuisance and subject to enforcement action by the NFPC or any other Person entitled to enforce this Declaration or the Rules under Section 6.01.

2.26 Leases; No Short-term Rentals. An Owner may lease the Owner's Home for a minimum term of one (1) year. No short-term leases or rentals of a Home, to include rentals such as Air BNB or VRBO (i.e., where a furnished Home is rented for short-term stays) are permitted. All leases and the tenant's occupancy of a Home shall be subject to this Declaration and the Rules. If a tenant violates any provision of this Declaration and the Rules, both the tenant and Owner may be subject to enforcement action and/or held liable for damages incurred by the NFPC.

2.27 Acceptance of Property and Facilities Transferred by Declarant. The District may accept

title to any real or personal property transferred to the District by Declarant or by any Person with Declarant's permission, together with the responsibility to perform any and all operating and maintenance functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration or the District's Service Plan or Rules. Property interests transferred to the District by Declarant may include fee simple title, easements, leasehold interests and contractual rights or licenses to use property. No representation, express or implied, is made that the Declarant will transfer property to the District, except as may be specifically provided in this Declaration.

2.28 Management and Care of District Properties and Other Property. The District will maintain, operate and repair all District Properties and keep the same in an attractive and desirable condition for the use and enjoyment of the Owners. The District may construct or reconstruct Improvements on District Properties and other properties it has the responsibility to maintain, and may demolish existing Improvements. The District has the power to maintain public or private rights of way and to perform maintenance on any portion of the Property or outside of the Property, whether or not owned by the District, provided at least some of the Owners will benefit thereby or in a circumstance where such maintenance is required pursuant to a Plat, ordinance or other governmental obligation affecting some or all of the Property. Without limitation, the District will maintain the private detention basin, entry features and signs, mailbox facilities, and landscaping located on or within the District Properties and/or on Tracts shown on a Plat.

ARTICLE 3 DESIGN REVIEW AND APPROVAL

3.01 Design Review Committee. The Design Review Committee shall consist of at least one and not more than five individuals, all of whom shall be appointed by the Declarant until Declarant no longer owns real property within the Property, or until Declarant assigns its rights to appoint Design Review Committee members to the NFPC. Once the NFPC has the right to appoint members to the Design Review Committee, the NFPC may act as the Design Review Committee in lieu of appointing a separate committee. The Design Review Committee shall exercise the functions assigned to it by this Declaration and the Design Guidelines.

3.02 Composition of the Design Review Committee. After Declarant's right to appoint members to the Design Review Committee ends, and if the NFPC does not serve as the Design Review Committee, then individuals appointed to serve on the Design Review Committee shall serve for a two-year term and may be removed by the NFPC. If a vacancy on the Design Review Committee occurs for any reason, the NFPC may appoint a replacement to complete the unexpired term. Design Review Committee members need not be Owners.

3.03 Design Guidelines. The Design Review Committee may from time to time adopt Design Guidelines applicable to Improvements within Latigo Trails. Such Design Guidelines may regulate, without limitation, the following matters: a) site location; b) architectural design; c) site accessories, (e.g., lights, signs); d) landscape design; e) building size and height; f) approval processes and g) construction regulations. The Design Review Committee shall have the right to modify or supplement the Design Guidelines from time to time upon the written approval of the NFPC; however, previously approved matters by the Design Review Committee or the Declarant

shall not be subject to future modifications of or supplements to the Design Guidelines. The Design Guidelines shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of conflict between the Design Guidelines and the provisions of this Declaration, the Declaration shall control.

3.04 Approval Required. An Improvement shall not be placed, erected, installed or permitted to exist on any Lot, the exterior of any existing Improvements shall not be altered, and construction shall not be commenced on any Improvement unless and until the plans for such Improvement have been submitted to and approved in writing by the Design Review Committee. Improvements installed or constructed prior to Design Review Committee written approval, or not installed or constructed in compliance with the approved Plans, shall be deemed to be in non-compliance and may be subject to enforcement action under this Declaration.

3.05 Exclusive Approval by Declarant. Declarant, through its right to appoint the Design Review Committee under Section 3.01, shall have the exclusive right to review, approve and enforce construction of all Improvements on a Lot prior to the completion of the first Home on a Lot in accordance with this Declaration and Design Guidelines. After the first Home on a Lot has been completed, the Design Review Committee shall have the right to review, approve and enforce construction of Improvements on a Lot in accordance with this Declaration and Design Guidelines.

3.06 Exemption of Builders and Declarant. Declarant shall be exempt from the provisions of this Article. This exemption shall terminate at such time as Declarant no longer owns any real property within the Property. Notwithstanding anything to the contrary contained in this Declaration, as long as a Builder or Owner has received design review approval, variance, or any other approval related to design review from Declarant, such Builder or Owner shall be exempt from the provisions of this Article for that particular matter.

3.07 Submittal of Plans. The requirements for submittal of plans to the Design Review Committee will be set forth in the Design Guidelines.

3.08 Approval Process. The applicant shall submit the Plans on a date sufficiently far in advance of commencement of construction to allow the Design Review Committee to complete its review of the Plans within the time limits set forth in this Section. Following the submittal of the Plans, the Design Review Committee shall have thirty (30) days in which to provide its written decision to the applicant, which decision may be: (a) approval; (b) approval subject to certain conditions, or (c) disapproval. If necessary, the Design Review Committee may have an additional twenty (20) days for review of the Plans as long as notice of such extension is provided to the applicant within the original 30-day review period. If the Design Review Committee does not act within thirty (30) days following submission, the Plans shall be deemed disapproved. The Design Review Committee will retain one copy of all approved Plans as part of its records for a time period to be set forth in the Rules, and written records of all actions taken by it that will be available to Owners for inspection at reasonable business hours. Approval of any Plans will automatically expire one year after approval if construction is not commenced within such one-year period, and if approval expires, the applicant must submit a new request for approval.

3.09 Approval Standards. In granting or withholding approval of matters submitted to it, the Design Review Committee shall consider the specific standards and specifications set forth in any Design Guidelines then in effect and any other matter, whether objective or subjective, that the Design Review Committee feels is relevant to the issue presented. The Design Review Committee shall have the right to disapprove any plans or details submitted to it if it determines, in its sole discretion, that the proposed Improvement is not consistent with the Design Guidelines or any provision of this Declaration; if the plans submitted are incomplete; or if the Design Review Committee deems the plans or details, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of Latigo Trails, the District or the Owners. If the Design Review Committee believes there may be questions of structural integrity, it may, as part of the review process, require certification of the final plans and specifications by a professional architect or engineer licensed in Colorado. A majority of the Design Review Committee members attending a meeting at which plans are approved shall constitute a quorum, and a majority vote of the quorum of the Design Review Committee members present shall constitute action of the Design Review Committee. Owners acknowledge that design review is inherently a subjective process and that the Design Review Committee is given wide discretion in carrying out its function. The decisions of the Design Review Committee shall be final and binding unless they are clearly arbitrary and there is no competent evidence to support the Design Review Committee's decision.

3.10 Variances. The NFPC or the Design Review Committee shall have the authority to grant for a Lot a variance from any provision of this Declaration (including any provision of the Design Guidelines) that is within the authority of the NFPC or the Design Review Committee, as the case may be. Such variance will only be made upon a finding of exceptional and extraordinary circumstances where literal enforcement of the covenant will create a material hardship to the applicant, and that such a variance is not contrary to the interests of Latigo Trails, the District and Owners. A variance may be made subject to terms and conditions approved by the NFPC or the Design Review Committee. If a variance is denied, the applicant may not bring another application for a similar variance for the same Lot for a period of one year after submittal of the original request.

3.11 Review Fee. The NFPC or the Design Review Committee shall have the right to assess a reasonable fee for each design review. The applicant shall be responsible for any professional consulting fees required for any design review.

3.11 No Liability. The Declarant, the NFPC and the Design Review Committee, and any member, agent or representative thereof, shall not be liable in damages or otherwise to anyone submitting plans for approval or requesting a variance, or to any Owner or other Person, by reason of mistake in judgment, negligence, nonfeasance or any act or omission in connection with the approval, disapproval or failure to approve the Plans or variance. Approval by the Design Review Committee shall not mean that Plans are in compliance with the requirements of any local building codes, zoning ordinances, or other governmental regulations, and it shall be the responsibility of the Owner, Builder, or applicant to comply with all codes, ordinances and regulations. It is the intent of this Declaration that the Design Review Committee shall be recognized as a nonprofit or not-for-profit organization for purposes of Sections 13-21-115.5, 13-21-115.7 and 13-21-116, Colorado Revised Statutes (and any successor statutes), and that individuals serving on the Design Review Committee shall, to the fullest extent permitted by such statutes, be protected from personal liability.

3.12 Design Review Non-Compliance. If an Owner is in violation of the provisions of this Article or the Design Guidelines, the violation will be processed in accordance with Article 4 of this Declaration.

ARTICLE 4
ENFORCEMENT AND DELEGATION OF AUTHORITY

4.01 Adoption of Rules. The NFPC may adopt, amend, repeal and enforce such Rules as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the use and enjoyment of District Properties, and the use of any other property within Latigo Trails, including Lots. Any such Rules will be reasonable and uniformly applied as determined by the NFPC in its sole discretion. Written notice of the adoption, amendment or repeal of any Rule will be provided to all Owners, and copies of the currently effective Rules will be made available to each Owner upon request. Rules and Regulations shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of conflict between the Rules and the provisions of this Declaration, this Declaration shall control. Any delegate which has been delegated authority by the NFPC to adopt, amend or repeal Rules may so adopt, amend or repeal only with the written approval of the NFPC.

4.02 Notice and Opportunity for Hearing. Under certain circumstances where the NFPC determines a hearing is necessary, and as may be further provided in this Declaration and Rules, an Owner or other Person alleged to be in violation of the Declaration or Rules shall be given written notice of the violation and the opportunity to schedule a hearing before the NFPC or duly authorized committee or representative to hear evidence concerning the violation and to render a decision. If a hearing is requested by the Owner or other Person within the deadline for requesting a hearing that is set forth in the notice, the NFPC shall serve a notice on the Owner or other Person stating the day, time and location of the hearing by personal delivery or by U.S. Mail, postage prepaid. The notice shall be delivered to the Owner or Person alleged to be in violation not less than ten (10) days prior to the scheduled hearing date. The NFPC and the Owner or Person will have the opportunity to present evidence in support of their respective positions. Within ten (10) days after the hearing, the decision maker will issue its decision. The hearing, if requested, will occur whether or not the Owner or other Person attends the hearing, absent extraordinary circumstances as determined by the decision maker. The decision shall be final and binding. Any hearing where a fine may be imposed will also be subject to Rules adopted by the Board. If the Owner or Person fails to timely submit a written request for hearing under this Section, the opportunity for a hearing on the violation shall be waived by the Owner or Person.

4.03 Failure to Remedy Violation. If an Owner is found to be in violation of the Declaration after Notice and Opportunity for Hearing, and fails to remedy such violation within thirty (30) days after a decision under Section 4.02 is rendered, the NFPC may record a notice of non-compliance or lien on the Owner's Lot. The notice will substantially set forth: (a) the amount of the monetary lien or description of the violation, (b) the interest and expenses of collection which have accrued, if any; (c) the legal description and street address of the Lot against which the lien is claimed or violation has occurred, and (d) the name of the record Owner. The notice shall be signed and acknowledged by an officer of the NFPC or its duly authorized agent. The amounts claimed under the lien may include, without limitation, all collection expenses, attorney

fees, court costs, recording costs and filing fees. Upon an Owner's payment in full or remedying of the violation, the NFPC shall execute and record a release of the notice on the Owner's Lot at the Owner's expense. Unless paid or otherwise satisfied, the lien may be foreclosed through a Colorado court of competent jurisdiction in accordance with the laws of the State of Colorado applicable to foreclosures of real estate mortgages (not including public trustee foreclosures of deeds of trust), or in any other manner permitted by law.

In addition to recording a notice on an Owner's Lot, or in the alternative, if an Owner or Person has failed to remedy the violation within thirty (30) days after a decision under Section 4.02 is rendered, the NFPC may remove the violation or otherwise remedy the non-compliance, and the Owner or Person responsible for the violation shall reimburse the NFPC, upon demand, for all costs and expenses incurred by the NFPC in remedying the violation.

4.04 Delegation of Authority. Subject to limitations set forth elsewhere in this Declaration, the NFPC shall have the right to delegate all or a portion of its design review and covenant enforcement rights and obligations under this Declaration to one or more owners associations within Latigo Trails or to the District. Such delegation will occur by separate written agreement between the NFPC and an owners association or the District. Notwithstanding such delegation, the NFPC shall always maintain the right, but not the obligation, to enforce the provisions of this Declaration, Design Guidelines and the Rules if an Owner or Declarant fails to enforce the same.

4.06 NFPS and Assignment of Authority. The NFPS shall be funded initially by the Declarant and then by the District upon resolution of the District's Board of Directors upon a finding that design review and covenant enforcement benefits the District's subject property. The Declarant and/or the NFPS shall have the right to assign all obligations and responsibilities of the Declarant and/or the NFPS to a homeowners' association. If such an association is formed, it shall comply with Section 38-33.3-103(8), C.R.S. of the Colorado Common Interest Ownership Act (CCIOA), if applicable.

ARTICLE 5 EASEMENTS

5.01 District Easement. An easement to enforce its rights or perform its obligations pursuant to this Declaration is hereby granted to the District, its officers, agents, employees, representatives and assigns, upon, across, over, in and under all property within Latigo Trails, including all Lots, together with the right to make such use of Latigo Trails as may be necessary or appropriate in carrying out such maintenance or other rights or obligations.

5.02 Easements for Utilities. Declarant hereby creates and reserves to itself until Declarant no longer owns any real property within the Property, and thereafter, to the District, perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others over, under, in and across each of the utility easements of each Lot as shown on a Plat for the placement of utilities, drainage structures or other similar purposes, together with a blanket easement across, over and under the District Properties for access, utilities, drainage and the installation, replacement, repair and maintenance of utilities and drainage facilities.

5.03 Easement for Emergency Vehicles. An easement is granted for emergency vehicles, including fire, police and ambulance, to enter upon any portion of Latigo Trails for emergency and other official purposes.

5.04 Matters of Record. In addition to the easements created in this Article and on any Plat, the Property is subject to all other easements, reservations and restrictions of record in El Paso County, Colorado.

ARTICLE 6
DEVELOPMENT, EXPANSION AND WITHDRAWAL

6.01 Subdivision and Development by Declarant. All lands and Improvements contained within the Property shall be subject to this Declaration. Declarant shall have absolute and complete discretion with respect to the designation of Lots and the manner in which the planning and buildout of the Property is to progress.

6.02 Expansion. For so long as Declarant owns real property within the Property, Declarant may add, with the consent of the owner of the real property to be added, to the real property which is the subject of this Declaration and which becomes a part of the Property. Such lands need not be contiguous to land already subject to this Declaration. Additional real property described in a recorded document that incorporates this Declaration, including any amendments to this Declaration specific to the additional real property, will become part of the Property and subject to this Declaration.

6.03 Withdrawal. For so long as Declarant owns real property within the Property, Declarant reserves the right to withdraw any land within the Property from the jurisdiction of this Declaration with the consent of the property owner whose property is being withdrawn.

ARTICLE 7
MISCELLANEOUS

7.01 Persons Entitled to Enforce Declaration. The NFPC, the District, any owners association with enforcement authority which has been delegated to it by written agreement with the NFPC, the Declarant, or any Owner (acting on such Owner's own behalf), shall have the right, but not the obligation, to enforce any or all of the provisions, covenants, conditions or restrictions contained in this Declaration. The right of enforcement shall include the right to bring an action for damages, as well as an action to enjoin any violation of any provision of the Declaration, and all other rights and remedies provided in the Declaration or available at law or in equity.

7.02 Term of Declaration. This Declaration shall be effective for **twenty (20)** years following the date this Declaration was originally recorded, and thereafter shall be automatically extended for successive periods of ten (10) years each unless it is terminated by the written approval of Declarant (until such time as Declarant no longer owns real property within the Property and thereafter, the NFPC) and at least eighty percent (80 %) of all Owners. The written agreement shall be duly acknowledged by the Declarant (or NFPC), and shall contain a certification that at least 80% of all Owners have approved the termination, which agreement shall be recorded in the records of El Paso County. 7.03 Amendment of Declaration.

- (a) Except as otherwise provided in this Declaration, and subject to the written approval of Declarant (until such time as Declarant no longer owns real property within the Property and thereafter, the NFPC), any provision, covenant, condition, or restriction in this Declaration may be amended, added or modified upon written approval by at least sixty-seven percent (67%) of all Owners.
- (b) This Declaration or any Plat may be amended at any time by Declarant without the consent or approval of any other Owner or any other Person, in order to comply with the requirements, standards, or guidelines of the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, including the Federal Housing Administration, the Veterans Administration, or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities. Declarant's right of amendment herein shall terminate at such time as Declarant no longer owns land within the Property.
- (c) No challenge to an amendment of this Declaration shall be effective unless it is challenged within one (1) year of the date of recordation of such amendment.

7.04 Notices. Any notice given under this Declaration shall be in writing and may be served either personally, by mail or by any other lawful means. If served by mail, the notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the NFPC for the purpose of service of such notice, or to the Lot of such Person if no address has been given to the NFPC, and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the U.S. Postal Service. Such address may be changed from time to time by notice in writing to the District.

7.05 Violations of Law. Any violation of any federal, state, county or municipal law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

7.06 Remedies Cumulative. Each remedy provided under the Declaration is cumulative and not exclusive.

7.07 Limitation on Liability. The NFPC, Declarant, the Design Review Committee, and their officers, directors, shareholders, managers, members, partners, agents or employees, shall not be liable to any Person for any action or for any failure to act if such action or failure to act was in good faith and without malice.

7.08 Disclaimer Regarding Safety. DECLARANT, THE BUILDERS, AND THE DISTRICT, AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROPERTY. BY ACCEPTING A DEED TO A LOT WITHIN THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT DECLARANT, THE BUILDERS, AND THE DISTRICT,

AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN IF ANY, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROPERTY.

7.09 No Representations or Warranties.

(a) Except as may be provided in a separate written agreement, and except as expressly prohibited by Colorado law, no representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Property, as to its or their physical condition, soils condition, zoning, views, compliance with applicable laws, or fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof. Each Owner, on behalf of themselves and their heirs, successors and assigns and the District, hereby accepts the foregoing disclaimer and releases Declarant, its officers, directors, members, managers, agents, successors and assigns, from all claims related thereto. Each Owner also waives and releases Declarant, its officers, directors, agents, successors and assigns, from all claims of personal injury, property damage, and incidental or consequential damages arising out of or in connection with the Property, the District Properties, or a Lot.

(b) Each Owner acknowledges and agrees that certain environmental conditions, including but not limited to mold, lead, or any other hazardous or toxic substances or conditions may affect the Property and that Declarant expressly disclaims any liability for any existing or future conditions and any other soil or environmental conditions affecting the Property. Each Owner acknowledges that they have been given a full opportunity to inspect any and all reports and documents with El Paso County and any governmental entity, as well as their Lot, Homes and Improvements and obtain any professional inspection relating to the environmental condition of their Lot and the Property if desired. By acceptance of a deed to a Lot, each Owner accepts the physical and environmental condition of their Lot and the Property and acknowledges a full opportunity to conduct their own inspections. Each Owner acknowledges that soil conditions may cause the ground to swell when wet and can cause earth movement around a building's foundation. Except as may be acknowledged by Declarant in writing, Declarant has not assumed or undertaken any obligation to inspect or remedy any physical or environmental condition of the Property, regardless of any report, recommendation or other information. Each Owner, for themselves, their heirs, successors, assigns, waives and releases the Declarant, its officers, directors, members, managers, agents, successors and assigns, from all claims, liabilities, lawsuits and other matters arising from or related to any physical and/or environmental condition of the Property.

(c) The Colorado Department of Public Health and Environment and the United States Environmental Protection Agency ("EPA") have detected elevated levels of naturally occurring radon in structures in the Colorado Springs area. EPA has raised concerns with respect to adverse effects on human health of long-term exposure to high levels of radon. Each Owner is responsible for conducting such investigations and

consulting with such experts as an Owner deems appropriate to determine the possible presence of radon in the Owner's Lot and to evaluate radon mitigation measures that can be employed in the design and construction of Improvements. Each Owner acknowledges that Declarant has made absolutely no representations whatsoever, express or implied, concerning the presence or absence of radon occurring on the Lots, the suitability of the Lots for development, or the design or construction techniques, if any, that can be employed to reduce any radon level in Improvements built on the Lots. Each Owner, for themselves, their heirs, successors, and assigns, waives and releases the Declarant, its officers, directors, members, managers, agents, successors and assigns, from all claims, liabilities, lawsuits and other matters arising from or related to the presence of radon in the Property.

(d) Views on and from the Property and Owners' Lots that are open at the time of sale may later become obstructed by subsequent development and building. Declarant makes no representation or warranty regarding future preservation of views. Any statement by Declarant's representatives regarding future development or building and its impact (or lack of impact) on views is mere speculation.

7.10 Costs and Attorney Fees. In any action or proceeding to enforce any provision of the Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney fees, court costs, and collection costs.

7.11 Governing Law. The Declaration shall be construed and governed in accordance with the laws of the State of Colorado. Exclusive venue for any legal proceeding shall be in El Paso County, Colorado.

7.12 Alternative Dispute Resolution. The use of alternative dispute resolution methods (e.g., mediation, arbitration) rather than court action to resolve disputes arising out of this Declaration is encouraged. The NFPC may adopt Rules concerning alternative dispute resolution processes that will be used in resolving disputes arising out of this Declaration.

7.13 Severability. Each of the provisions of the Declaration shall be deemed independent and severable, and the invalidity or unenforceability or partial invalidity or partial enforceability or any provision or portion thereof shall not affect the validity or enforceability of any other provision.

7.14 Number. Unless the context requires a contrary construction, as used in the Declaration, the singular shall include the plural and the plural, the singular.

7.15 Interpretation and Questions of Construction. If any doubt or question should arise concerning the true intent or meaning of any of the provisions, covenants, conditions and restrictions contained in this Declaration, the Declarant, for so long as the Declarant owns land within the Property, and thereafter, the NFPC, shall determine the proper construction of the provisions in question and shall set forth the meaning, effect, and application of the provision in a written document acknowledged by the NFPC. This determination will thereafter be binding on all parties so long as it is not arbitrary or capricious.

7.16 Acknowledgement of Ongoing Construction and Development Activities. By accepting a deed to a Lot, each Owner acknowledges and accepts that construction and development activities will occur on and within the Property and adjacent and surrounding real property. This Declaration shall not be interpreted so as to unreasonably interfere with or prevent normal construction of Improvements on the Property by Declarant, Builders or Owners; provided that when an Improvement is completed, it shall conform to this Declaration. Each Owner specifically acknowledges that construction activities shall not be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities. Additionally, each Owner acknowledges and accepts that contiguous and nearby properties may or may not be of the same use, lot size, or density and may have different development and building standards, codes, and regulations.

7.17 Notice of District Mill Levy Increase. The Property is subject to an ad valorem property tax based upon assessed value of properties, including but not limited to Lots, Homes, and Improvements. The District may increase the mill levy to a rate not to exceed the rate as set forth in the Service Plan as recited above.

[SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first written above.

DECLARANT:

BRJM, LLC, a Colorado limited

By: _____
Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as Manager of BRJM, LLC, Declarant.

Witness my hand and official seal.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
WATER SERVICE AGREEMENT