

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR THE  
HUNSINGER SUBDIVISION**

This Declaration of Restrictive Covenants ("Covenants") is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by Hunsinger Development Corporation, Inc., a Colorado corporation, ("Declarant") in order to subject all property lying in the "Hunsinger Subdivision" as shown on Exhibit A hereto and by reference made a part hereof, to certain protective restrictions, conditions, covenants and charges, as hereinafter set forth, to provide for the Association to hold, maintain and manage certain common properties and amenities and to perform certain functions for the benefit of the Owners and to define the duties, powers and rights of the Association and the Owners.

**ARTICLE I  
GENERAL**

1.1 Common Interest Community. The name of the common interest community created by this Declaration is "Hunsinger Subdivision." Hunsinger Subdivision is a planned community as defined in the Colorado Common Interest Ownership Act, C.R.S. 38-33.2-103(22). All of the Hunsinger Subdivision is in El Paso County, Colorado.

1.2 Property Affected. Declarant owns certain real property in El Paso County, Colorado described on the attached Exhibit A. The property described on Exhibit A is shown on the subdivision plat attached hereto as Exhibit B, which is made a part of this Declaration. The real property described on Exhibit A and shown on Exhibit B, together with other real property as may hereafter be made subject to this Declaration, is referred to in this Declaration as the "Property".

1.3 Purpose of Declaration. This Declaration is executed and recorded (a) to provide for the Association to hold, maintain and manage certain common properties and amenities and to perform certain functions for the benefit of the Owners; (b) to define the duties, powers and rights of the Association; and (c) to define the duties, powers and rights of the Owners.

1.4 Declaration. Declarant, for itself, its successors and assigns, hereby declares that the Property, and each part thereof, shall, on and after the date this Declaration is recorded, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions and other provisions set forth in this Declaration. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with Section 9.1 hereof, shall bind, be a charge upon and inure to the

mutual benefit of (a) all of the Property and part or parcel thereof; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all other persons and entities having or acquiring any right, title or interest in any property which is part of the Property or any part or parcel thereof or any improvement thereon, and their encumbrancers, claimants, heirs, personal representatives, successors and assigns.

## ARTICLE II DEFINITIONS

2. Unless otherwise expressly provided in these Covenants, the following words and phrases, whenever used in these Covenants, shall have the meanings specified in this Article II. Also, unless the context requires a contrary construction, as used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

2.1 Annual Assessment. “Annual Assessment” shall mean the annual fee assessed to Owners of each Home Site by the Association, pursuant to Article VI herein and the Bylaws of the Association, to provide an appropriate reserve fund and to cover the routine and ongoing costs necessary to carry out the duties and achieve the purposes of the Association.

2.2 Association. “Association” shall mean the Hunsinger Homeowners’ Association, Inc., a Colorado non-profit corporation, its successors and assigns.

2.3 Association Documents. “Association Documents” shall mean the various operative documents of the Association, whether recorded or adopted at this time or as the same have been or may be amended, modified, supplemented, or otherwise changed from time to time, all of which are incorporated herein by this reference, and shall include the following: the Articles of Incorporation; the Bylaws; and this Declaration, including the Plat and all amendments to this Declaration.

2.4 Bylaws. “Bylaws” shall mean the Bylaws of the Association adopted by the Board of Directors as provided for under the Articles of Incorporation of the Association for the regulation and management of the Association, including any amendments to said instrument.

2.5 Board of Directors. “Board of Directors” or “Board” shall mean the governing body of the Association as established by the Association’s Articles of Incorporation and Bylaws thereof.

2.6 Common Expense Liability. “Common Expense Liability” shall mean that amount of the Annual Assessment fee payable by each Owner exclusive of each Owner’s share of insurance fees paid by the Association.

2.7 Covenants. “Covenants” shall mean the amended and restated covenants of the Hunsinger Subdivision.

2.8 Governance Policies. “Governance Policies” shall mean the policies, procedures and operating rules and guidelines adopted by the Board of Directors to ensure the responsible governance of the Association.

2.9 Hunsinger Subdivision. “Hunsinger Subdivision” shall mean the area of real property in El Paso County, Colorado described on the Subdivision Plat attached hereto as Exhibit B, which also referred to herein as the “Property”.

2.10 Lot. “Lot” shall mean an area of land subject to these Covenants which is shown as an individual Lot on Exhibit B, the Subdivision Plat for the Hunsinger Subdivision.

2.11 Member. “Member” shall mean a member of the Association, who must also be an Owner. Membership in the Association shall be appurtenant to and may not be severed from ownership of a Lot.

2.12 Owner. “Owner” shall mean the record title holder, whether one or more persons, of fee simple title to any real property located within the Hunsinger Subdivision, including sellers under executory contracts of sale and excluding buyers thereunder.

2.13 Subdivision Plat. “Subdivision Plat” shall mean the Hunsinger Subdivision Plat recorded at reception no. \_\_\_\_\_ of the El Paso County Clerk and Recorder’s Office, and which is attached hereto as Exhibit B.

2.14 Person. “Person” shall mean a natural person, a corporation, a partnership, or any other public or private entity recognized as being capable of owning real property under Colorado law.

2.15 Private Road. “Private Road” shall mean the private road indicated on the Subdivision Plat as “30’ Private Road”.

2.16 Property. “Property” shall mean the area of real property in El Paso County, Colorado described on the Subdivision Plat attached hereto as Exhibit B, which is also referred to herein as the “Hunsinger Subdivision.”

2.17 Related User. “Related User” shall mean: (a) any Person who resides with an Owner within the Property; (b) a guest or invitee of an Owner; (c) an occupant, tenant, or contract purchaser of any Lot; and (d) any family member, guest, employee, agent, representative, licensee, contractor, invitee or cohabitant of any of the foregoing Persons.

2.18 Special Assessment. “Special Assessment” shall mean any non-recurring fee assessed to Owners by the Association, pursuant to Article VI herein and the Bylaws of the Association, to provide funds for extraordinary and/or unplanned expenses that may be incurred and are necessary to carry out the duties and achieve the purposes of the Association.

### ARTICLE III PRIVATE ROAD

3.1 Declarant shall convey fee simple ownership of that portion of the Property identified on the Subdivision Plat as “Private Road” to the Association for the purposes provided herein.

3.2 Notwithstanding the foregoing, Declarant hereby establishes a nonexclusive perpetual access easement in, on, over, upon, across, under and through that portion of the Property identified as the Private Road for the purposes of ingress, egress and access to and from each Lot and for the purposes of construction, installation, reconstruction, replacement, repair, maintenance, and control of the Private Road improvements and appurtenances in, on, over, upon, across, under and through the Private Road and the right to use so much of the adjoining Lots for said purposes. The easement rights granted hereunder are to and for the benefit of each Lot (individually and collectively) (except Lot 1) and the Association.

3.3 The Association shall be responsible for the repair and upkeep of the Private Road, which repair and upkeep shall be performed in a workmanlike, diligent, and efficient standard. Except as otherwise provided, each Lot Owner shall be obligated to pay for its reasonable pro-rata share of all reasonable expenses incurred for the Private Road repair and upkeep. Any single proposed expenditure to be incurred in the repair or upkeep of the Private Road in excess of Twenty-Five Thousand Dollars (\$25,000) must first be approved by a majority of the members of the Association.

3.4 Should the Association fail to repair or maintain the Private Road, any Owner of Lot 2, Lot 3, Lot 4 and/or Lot 5 shall be entitled to perform such obligations and to bill the other Owners (except the Owner of Lot 1) their proportionate share; provided that, except in the case of an emergency, such Owner shall first notify the Association of the repair or maintenance and shall permit the Association a reasonable opportunity to perform the obligation and further provided that, except in the case of an emergency, if the Association fails to perform its obligation after such notice, the Owner shall notify the Owners of the other Lots at least fourteen (14) days prior to performance of such repair or maintenance.

3.5 Any damage, disruption or demolition of the Private Road by reason of the use of the easements granted herein shall be kept to a minimum and if an Owner or an Owner’s Related Users have caused such damage, disruption or demolition, such Owner shall forthwith restore the

area of damage, disruption or demolition and return the Private Road to its original condition at no expense to the other Owners or the Association.

3.6 No motor vehicle owned, leased, rented or used by an Owner or Related User shall be parked overnight on the Private Road.

3.7 No Owner shall locate or erect or cause to be located or erected on the Private Road any fence, building, any other structure, or manufactured or mobile home or trailer unit or any other obstruction which would prevent or impair the rights of the Association or the other Owners hereunder.

3.8 The Associations shall not locate or erect or cause to be located or erected on the Private Road any fence, building, any other structure, or manufactured or mobile home or trailer unit or any other obstruction which would prevent or impair the rights of the Owners hereunder.

3.9 Notwithstanding the foregoing provisions, Lot 1 and the Owner of Lot 1 are not subject to the provisions of this Article III, as Lot 1 derives no benefit from the Private Road. Further, the Owner of Lot 1 shall have no right to use the Private Road except as a Related User of any of the other Owners; the Owner of Lot 1 shall not share in the costs associated with repair and upkeep of the Private Road; the Owner of Lot 1 shall have no right to vote on matters relating solely to the Private Road; and the Owner of Lot 1 shall not be entitled to notice before the Owner or Owners of any other Lot(s) undertake the repair and/or upkeep of the Private Road.

#### Article IV Water rights

4. Declarant is also the owner of a portion of the water rights and that plan for augmentation adjudicated in Case No. 16CW3088, Water Division 2, State of Colorado, by decree entered on November 1, 2017 ("Water Decree"), a copy of which is recorded at reception no. 217139698\_of the El Paso County Clerk and Recorder's Office.

4.1 Declarant hereby reserves for use on the Property 184.0 acre feet of the Denver aquifer water rights, 313.2 acre feet of the Arapahoe aquifer water rights, and 449.0 acre feet of the Laramie-Fox Hills water rights adjudicated by the Water Decree. The Denver and Arapahoe aquifer reserved water rights shall be used to supply water for the Property for the purposes set forth in the Water Decree, and the Laramie-Fox Hills aquifer reserved water rights shall be used for the replacement of post-pumping depletions pursuant to the Water Decree, unless and until the obligation is terminated as provided in the Water Decree. These referenced portions of the water rights adjudicated by and the plan for augmentation approved in the Water Decree are appurtenant to the Property and shall not be sold, liened or otherwise transferred separate from the Property. Declarant shall convey 92.0 acre feet of water in the Denver aquifer to each of the

initial purchasers of Lot 1 and Lot 4 of the Hunsinger Subdivision and 104.4 acre feet of water in the Arapahoe aquifer to each of the initial purchasers of Lot 2, Lot 3, and Lot 5 of the Hunsinger Subdivision, all as shown on the Subdivision Plat. Declarant shall convey 449.0 acre feet of water rights in the Laramie-Fox Hills aquifer, as well as the plan for augmentation decreed in the Water Decree, to the Association, which shall hold legal title to said water rights for the benefit of Owners in the Hunsinger Subdivision. However, if a different source of augmentation water for replacement of post-pumping depletions is approved pursuant to the Water Decree, then subsequently, whether a deed which does not specifically reference the previously reserved Laramie-Fox Hills aquifer water conveys such water rights shall be interpreted pursuant to conventional rules regarding interpretation of deeds. When applying for well permits for each Lot, the Lot Owner(s) shall submit, in addition to the requisite fee and a properly completed application form, a copy of the Owner's deed to the Owner's Lot in Hunsinger Subdivision.

4.2 Well pumping from each Denver aquifer well shall be limited to 0.306 acre foot (99,710 gallons) annually. Well pumping from each Arapahoe aquifer well shall be limited to 0.348 acre foot (113,396 gallons) annually.

4.3 Use of the water on a year-around basis in at least one single family dwelling is required for the replacement of stream depletions which occur during an anticipated 300 year pumping period. "Year-around," as used herein, is intended to mean the normal and usual occupancy of a residence on a year-around basis, and is not intended to preclude occasional periods of vacancy which occur in the ordinary course of events due to vacations, periods of vacancy while the property is for sale, etc.

4.4 Declarant and all Owners of the Property shall use non-evaporative septic system and leach fields for the treatment of indoor residential use return flows for each Lot into which the Property is subdivided, which return flows are hereby dedicated to the plan for augmentation decreed in the Water Decree, and shall not be sold, leased or otherwise used for any other purpose.

4.5 At such time as post-pumping depletions must be replaced, as determined pursuant to the provisions of the Water Decree, the Association will be required to pay for and construct a well in the Laramie-Fox Hills aquifer for the replacement of post-pumping depletions, unless permission to use a different source of augmentation water is first granted by the Water Court for Water Division 2, State of Colorado or unless the obligation is modified or terminated pursuant to the Water Decree.

4.6 Possible requirement to construct a Laramie-Fox Hills aquifer well. Owners are hereby informed and made aware of the possible requirement for the construction of a Laramie-Fox Hills aquifer well for the replacement of post-pumping depletions, including their responsibility, as Members of the Association, for all costs associated with drilling, equipping, operating and maintaining any such well and its associated infrastructure that may be required to

deliver the reserved Laramie-Fox Hills ground water to the stream system.

4.7 The Denver and Arapahoe aquifer wells shall be equipped with a properly installed and calibrated totalizing flow meter. Meter readings shall be recorded at a minimum on November 1 and April 1 of each year, and shall be reported to the Division of Water Resources within two weeks after the measurements have been made. The Division of Water Resources may require more frequent measurement and reporting.

4.8 Declarant's successors and assigns, including Owners, shall comply with all provisions of the Water Decree, whether or not explicitly referenced in these Covenants. Failure to comply with any provisions of the Water Decree may result in an order from the State Engineer's office to curtail pumping from one or more of the Denver and Arapahoe wells on the Property. However, some of these restrictions are subject to modification if the Association obtains approval from the water court to make changes in the Water Decree, pursuant to the provisions set forth therein.

4.9 In the event of any discrepancy between these Covenants and the terms of the Water Decree, the Water Decree shall be controlling. These Covenants shall be amended as necessary to conform to the provisions of any amendment to the Water Decree.

4.10 The Covenants in this Article IV are for the benefit of and may be enforced by each of the Owners and/or the State and Division Engineers of the State of Colorado and third parties owning vested water rights that would be injured by the failure to provide for the replacement of depletions from pumping of the Denver and Arapahoe aquifer wells as decreed in the Water Decree and may be amended only with the approval of the Board of County Commissioners of El Paso County, Colorado.

## ARTICLE V ASSOCIATION OPERATION

5.1 Association Structure. The Association has been formed as a Colorado corporation under the Colorado Revised Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in the Association Documents. As more specifically set forth hereinafter, the Association shall have a Board of Directors to manage its affairs. The Board of Directors shall be elected by its Members; provided, however, that the Declarant shall have the sole right to appoint a majority of the members of the Board of Directors for the period of time provided in Section 5.5.

5.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The Board shall consist of four (4) members during the period of Declarant control stated in Section 5.5 and thereafter shall consist of at least three (3) members but not more than five (5) members, as determined by the Board. All members of the Board shall be representatives

of Declarant or Members of the Association. The terms and other qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and Bylaws of the Association. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for the management of the affairs. 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 Members, except as otherwise specifically provided in this Declaration or by Colorado law. All lawful decisions, agreements and undertakings by the Board, or its authorized representatives, shall be binding upon all Members, Owners, Related Users and other Persons.

5.3 Membership in the Association. Each Owner shall be a Member of the Association. An Owner shall automatically be the holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Declarant shall hold one membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot. All rights, title and privileges of membership shall be subject to the Association Documents.

5.4 Voting Rights for Members. Members shall have the right to cast votes for the election of the Board of Directors and on such matters to be voted on by the Members, as provided in the Association Documents. One vote is allocated to each Lot and Members shall have one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall the total number of votes allocated to any Lot be more than one (1) vote per Lot.

5.5 Declarant's Reserved Rights to Appoint. Notwithstanding contrary provisions, but subject to the requirements of Section 5.2 above, the Declarant hereby reserves the right to appoint a majority of the members of the Board of Directors, at all times subsequent to the date of recordation of this Declaration, which right shall terminate upon the occurrence of the first of the following events:

5.5.1 By written notice from Declarant to the President or Secretary of the Association of Declarant's intent to terminate its right to appoint the majority of the members of the Board of Directors;

5.5.2 Upon the bankruptcy of Declarant (for purposes of this provision, Declarant shall be considered bankrupt if a petition in bankruptcy has been filed by or against Declarant and has not been dismissed within one hundred eighty (180) days after



such filing or Declarant has taken any action for relief under the federal bankruptcy code);

5.5.3 Upon the date that is thirty (30) days after the last conveyance of a Lot by Declarant in the ordinary course of business; or

5.5.4 Five (5) years after the date on which this Declaration is recorded.

## ARTICLE VI ASSOCIATION'S AUTHORITY TO ENFORCE COVENANTS AND RESTRICTIONS; ASSESS FEES FOR OPERATIONS

6.1. The Association reserves the right to enforce and perpetuate these Covenants and other restrictions and regulations adopted in the Bylaws of the Association.

6.2. To conduct the designated affairs of the Association and to maintain and preserve the Private Road and the Water Rights, the Association reserves the right to assess and levy against each Lot an Annual Assessment for such purposes, and the Owner thereof at the time such assessment is made shall promptly pay same.

6.3. The Association also reserves the right to assess and levy a Special Assessment to cover extraordinary expenses that may be incurred on a non-recurring basis and are necessary for the conduct of operations by the Association.

6.4. Every assessment shall be made upon all of the areas of the Hunsinger Subdivision, exclusive of the Private Road. The Board of Directors of the Association shall have sole authority to fix and establish such Annual Assessments or Special Assessments in accordance with a fair and equitable plan. Until paid, any such assessment shall constitute a lien in favor of the Association upon the property within the Hunsinger Subdivision for which such assessment was not timely paid.

## ARTICLE VII RIGHT TO CURE; NOTICE OF NON-COMPLIANCE; REMEDIES FOR CONTINUING VIOLATION

7.1 In the event of violation of any of the restrictions or conditions or the breach of any of the Covenants and agreements herein contained and the failure on the part of the Owner for a period of thirty (30) days after service of a written notice of such breach, having been delivered to the Owner by certified mail, postage prepaid, return receipt requested, to commence and thereafter diligently proceed to remove or put an end to such conditions as are in violation of said Covenants, the Association or its designated agents or officers shall have the right to enter

the property upon or as to which such violation or breach exists and to summarily abate or remove, at the expense of the Owner thereof, any erection, item, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Association, its successors or assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

7.2 Any unpaid assessment, charge, fee or other sums assessed against an Owner or his Lot, including without limitation, with interest thereon at the rate of eighteen percent (18%) per annum or such other rate set forth in the Bylaws of the Association, an administrative charge not to exceed the amount set forth in the Bylaws of the Association, court costs and all other collection costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien, from and after the levy or assessment thereof, in favor of the Association, upon the Lot against which each such assessment, charge, fee or other sum is made. All payments on account shall be first applied to interest, the late charge, any costs or fees, and then to the assessment, fines or charges first due, and finally to current charges. Owners shall not be in good standing until all sums are paid in full. Receipt of partial payments does not waive or affect any of the Association's rights and remedies, which are separate and cumulative. The Board may enforce such lien by filing with the Clerk and Recorder of El Paso County, Colorado, a statement of lien with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association and the amount of delinquent assessments then owing, provided however, notwithstanding the foregoing, the recording of these Covenants constitutes notice and perfection of the lien, and no further recordation of any claim of lien for assessments is required. The lien statement should be duly signed and acknowledged by an officer or authorized agent of the Association, and notice thereof shall be mailed to the Owner of the Lot, in conformance with Article XIII (Notices) below. Such a claim of lien shall also secure all assessments, charges, fees and sums which come due thereafter until the lien, together with all costs, attorney's fees, administrative charges and interest have been fully paid or otherwise satisfied. Thirty (30) days following the mailing of such notice, the Board may proceed to the foreclosure of the lien under any applicable foreclosure statutes of the State of Colorado. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from suing the Owner personally liable therefor or from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, fees or other sums which are not fully paid when due. Any recorded lien may be released by recording a release of lien executed by an officer or authorized agent of the Association.

7.3 The Association may also take any other action, legal or equitable, to prevent extinguishment or violation of the provisions of this instrument or any part thereof. The Association or any Owner of any property within the Hunsinger Subdivision may collect any court costs, reasonable attorney's fees and all other expenses of enforcing these Covenants (whether or not normally taxed as costs) provided they are the prevailing party in any litigation.

## ARTICLE VIII SEVERABILITY

8.1 All of the provisions of these Covenants shall be construed together, but if it shall at any time be held that any such provision or part thereof is invalid, or if for any reason such provision or part thereof becomes unenforceable, no other provision or part thereof shall thereby be affected or impaired.

## ARTICLE IX TERM OF COVENANTS

9.1 Except as provided otherwise herein, each and all of the Covenants of this Declaration shall continue and remain in full force for successive periods of fifty (50) years each, commencing with the recording of these Covenants, without limitation, unless, within six (6) months prior to the expiration of any period above described, a written agreement to modify, change or abolish any or all of said Covenants affecting any or all of said area shall have been executed by the then Owners of more than half of the total area of the Hunsinger Subdivision exclusive of the Private Road, and shall have been placed on record in the office of the County Clerk and Recorder of the said County of El Paso, State of Colorado. Provided however, any provision of these Covenants may be amended at any time during the fifty (50) year period with the approval of the then Owners of more than eighty percent (80%) of the total area of the Hunsinger Subdivision exclusive of the Private Road in compliance with the procedures of this Article IX. In the event of such change or modifications, the Covenants so modified shall then continue for successive periods as above set forth, unless or until said Covenants are abolished.

## ARTICLE X COVENANTS RUNNING WITH THE LAND; FURTHER LEGAL REMEDIES

10.1 As to the Owner or purchaser of each and every Lot, tract or parcel of land in said plat, the restrictions herein contained and the provisions of this instrument shall constitute and be covenants running with the land, and the breach of any thereof, or threatened breach of any thereof, or the continuance of the breach of any thereof, may be enjoined, abated or remedied by appropriate proceedings instituted by the Association, as plaintiff, in the District Court of the State of Colorado sitting in and for El Paso County, Colorado, or other proper Court. No judgment which may be rendered pursuant to any such proceedings shall thereafter be construed as a bar to any subsequent proceedings instituted by the Association to enjoin, abate or remedy any subsequent breach, or threatened breach or continued breach of any restriction or provision in this instrument contained.

ARTICLE XI  
ASSOCIATION'S BOARD OF DIRECTORS RESOLVES  
QUESTIONS OF CONSTRUCTION

11.1 If any doubt or questions shall arise concerning the true intent or meaning of any of these Covenants, the Board of Directors of the Association shall determine the proper construction of the provision in question and may set forth in written instrument duly executed on behalf of the Association, notarized and filed for record with the Clerk and Recorder of El Paso County, the meaning, effect and application of the provision. The definition will thereafter be binding on all Owners so long as it is not arbitrary or capricious.

ARTICLE XII  
ALL ACTIONS IN WRITING

12.1 Notices, approvals, consents, applications and other action provided for or contemplated by these Covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, applications or other action.

ARTICLE XIII  
NOTICES

13.1 Except as provided otherwise herein, any writing to be given by the Association described in these Covenants, including but not limited to, any communication from the Association to an Owner, shall be sufficiently served if personally or electronically delivered to the Owner, or if posted by First Class U.S. prepaid mail addressed: (a) to the Dwelling situated on the Lot owned by that Owner; or (b) if there is no Dwelling, then to the address furnished by the Owner to the Association; or (c) if the Owner has not furnished an address, then to the most recent address of which the Association has a record and to the mailing address associated with the respective property in the records of El Paso County, Colorado.

13.2 Notices shall be delivered by depositing them in the U.S. Mail (certified or registered with the return receipt requested) or with a reputable nationally recognized overnight commercial carrier, charges prepaid and correctly addressed, to the respective parties to the mailing address indicated in Section 13.1 above.

ARTICLE XIV  
BINDING EFFECT

14.1 Every person who by deed becomes grantee of any Lot, tract or parcel of land in said plat, will be deemed to have accepted such deed, and title to the lands therein described, subject to all of the restrictions and conditions herein contained, subject to the jurisdiction, rights, powers and authority of the Association, and subject to the provisions of applicable Colorado law.

14.2 Every person who by written contract, agrees to purchase any Lot, tract or parcel of land in said plat, will be deemed to have made and accepted such contract and agreed to purchase the lands therein described, subject to all of the restrictions and conditions herein contained, and subject to the jurisdiction, rights, powers and authority of the Association, and subject to the provisions of applicable Colorado law.

14.3 The heirs, executors, administrators, representatives, successors and assigns of every person who shall accept a deed and/or contract, as in this Article provided, shall be bound by all provisions of this instrument to the full and same extent as the original grantee and/or purchaser is bound, but no such grantee who has conveyed his right and interest shall be held personally liable for the violation of any provision hereof made by a subsequent grantee.

## ARTICLE XV ADDITIONAL PROVISIONS

15.1 GOVERNING LAW; JURISDICTION; VENUE: These Covenants shall be construed and enforced in accordance with the laws of the State of Colorado. In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of El Paso County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

15.2 HEADINGS: Article and section headings, as used herein, are for convenience only, and shall not be considered in construing the definition, meaning or effect of these Covenants.

15.3 ENFORCEMENT; NON-WAIVER: The Association, by its failure on any occasion to enforce these Covenants, shall not be deemed to have thereby waived its future rights to enforce such Covenants.

15.4 NONAPPLICABILITY OF THE CCIOA: Notwithstanding any provision of these Covenants or otherwise, based on the exception codified in C.R.S. 38-33.3-116(2) for planned communities created after July 1, 1998 containing less than twenty units and not subject to any development rights, the Association, the Hunsinger Subdivision, and the Owners shall not be subject to the Colorado Common Interest Ownership Act ("CCIOA") (C.R.S. 38-33.3-101 et seq.), except C.R.S., 38-33.3-105 to 38-33.3-107. Nothing contained herein or done pursuant hereto shall in any manner cause the CCIOA to apply in any manner to the Association, the Hunsinger Subdivision, or the Owners.

Signed on \_\_\_\_\_, 2019.

DECLARANT

Hunsinger Development Corporation, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

The foregoing Declaration of Restrictive Covenants was acknowledged before me by  
\_\_\_\_\_ as \_\_\_\_\_ of Hunsinger Development Corporation,  
Inc. this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Witness my hand and official seal.

My commission expires:

Notary Public

## EXHIBIT A

### PROPERTY DESCRIPTION

EXHIBIT B  
SUBDIVISION PLAT