

ELK VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

El Paso County, Colorado

Declared by:

Elk Ridge Developments, LLC
A Colorado Limited Liability Company

Date of Recording: _____

Reception No.: _____

NOTE: This document contains bracketed placeholders [LIKE THIS] that must be completed before recording.

UNRESOLVED:

Concerning secs. 2.4 and 3.4 regarding cisterns - you will need to decide whether to include individual cisterns or a central cistern. The suggestion to incorporate individual cisterns appears to contradict the fire department's recommendations.

BACKGROUND AND PURPOSE

This Declaration of Covenants, Conditions and Restrictions for Elk View Estates ("Declaration") is made effective upon recording, by Elk Ridge Developments, LLC, a Colorado limited liability company ("Declarant"). This Declaration establishes a planned residential community and incorporates standards consistent with recorded El Paso County residential CC&Rs, including Highland Park and Bradley Ranch, enhanced for this rural setting with enforceability provisions appropriate for a six-lot, well-and-septic community.

A.

Declarant is the owner of the real property located in unincorporated El Paso County, Colorado, described in Exhibit A attached hereto and incorporated herein by reference (the "Property"). The Property consists of six (6) residential lots, each approximately 2.5 acres, constituting the subdivision known as Elk View Estates Filing No. 1 as recorded in the records of El Paso County, Colorado.

B.

Declarant desires to subject the Property to certain covenants, conditions, and restrictions running with the land, for the development, improvement, use, operation, maintenance, and enjoyment of the Property.

C.

Declarant has formed Elk View Estates Homeowners Association, Inc., a Colorado nonprofit corporation (the "Association"), to maintain and manage community improvements and enforce this Declaration.

D.

Declarant executes this Declaration (a) in furtherance of a common and general plan of development for the Property; (b) to protect and enhance the quality, value, desirability and character of the Property; (c) to provide for architectural design review; (d) to provide for maintenance of the community's private road, gated entry, community cistern, and other shared improvements; and (e) to define the duties, powers, and rights of the Declarant, the Association, and the Owners.

E.

The Property is situated in a rural, forested setting with significant wildfire risk. All development, maintenance, and landscaping standards in this Declaration and the Design Guidelines reflect this environmental context and are intended, in part, to promote fire safety and defensible space.

ARTICLE 1. DEFINITIONS

Association	Elk View Estates Homeowners Association, Inc., a Colorado nonprofit corporation formed pursuant to the Colorado Revised Nonprofit Corporation Act, C.R.S. § 7-121-101 et seq., together with its successors and assigns.
Board	The Board of Directors of the Association, as constituted from time to time.
Builder	Any Person who acquires one or more Lots for the purpose of constructing a Home for later sale to a consumer in the ordinary course of business.
Cistern (Individual)	A water storage tank with a capacity of not less than one thousand (1,000) gallons, installed on each Lot for the exclusive purpose of storing water for outdoor use, irrigation, and fire suppression backup, separate and distinct from the domestic well serving the Lot.
Cistern (Community)	The HOA-owned fire suppression cistern located on [COMMON AREA/EASEMENT LOCATION], with a capacity of not less than thirty thousand (30,000) gallons, together with associated pump, piping, and fire hydrant(s).
Common Area	Any real or personal property, together with any Improvements and appurtenances thereto, now or hereafter owned, leased, or maintained by the Association for the common benefit of Owners. Common Area includes, without limitation, the Entry Gate, the Community Cistern, and the cluster mailbox unit.
Declarant	Elk Ridge Developments, LLC, a Colorado limited liability company, and any Person to whom Declarant specifically assigns all or a portion of Declarant's rights or obligations hereunder by written instrument recorded in the Records.
Declaration	This instrument, together with all supplements and amendments recorded from time to time.
Design Guidelines	The Elk View Design Guidelines and Community Standards, as adopted and amended from time to time by the ACC and the Board, which are incorporated herein by reference.
ACC / Committee	The Architectural Control Committee, a committee of the Association appointed pursuant to Article 4 of this Declaration.
Entry Gate	The community entry gate and associated infrastructure, including the automatic opener, intercom, keypad, and related equipment, maintained by the Association.
Home	All Improvements on a Lot intended for single-family residential occupancy by one family.
Improvement	Any structure, grading, paving, landscaping, fencing, or other alteration to the natural or built environment of a Lot, including but not limited to Homes, outbuildings, driveways, patios, decks, retaining walls, signage, lighting, and utility equipment.
Lot	Each of the six (6) numbered parcels (Lots 1 through 6) shown on the recorded plat of Elk View Estates Filing No. 1.

Owner	The party, whether one or more Persons, holding fee simple title to a Lot, as shown in the Records. The term includes the Declarant with respect to each Lot owned by Declarant.
Person	A natural individual, trust, corporation, partnership, limited liability company, or any other legal entity.
Private Road	Elk View Heights, the private road serving the subdivision as shown on the recorded plat, consisting of two segments: Private Roadway No. 1 (the main north-south access road running from Old Ranch Road to the cul-de-sac turnaround) and Private Roadway No. 2 (the cul-de-sac loop serving Lots 3, 4, 5, and 6). Both segments are privately owned and maintained exclusively by the Association. Total road length is approximately 900 linear feet.
Records	The real property records in the Office of the Clerk and Recorder of El Paso County, Colorado.
Septic System	An individual wastewater treatment system consisting of a septic tank, distribution system, and leach field, designed and installed to serve a single Lot.
Well	An individual domestic water well serving a single Lot, permitted pursuant to Colorado Division of Water Resources domestic well permit regulations (C.R.S. § 37-92-602), for indoor domestic use only.

ARTICLE 2. COVENANTS TO PRESERVE THE CHARACTER OF THE COMMUNITY

2.1 Purpose of Covenants

The following covenants are adopted to preserve the desirability, rural character, natural beauty, and value of the Property. These restrictions apply to all Lots now or hereafter subject to this Declaration.

2.2 Residential Use Only

Each Lot shall be used solely for single-family residential purposes. No Lot may be used for any commercial, business, professional, or industrial purpose, except that an Owner may conduct home-based business activities from within a Home, provided that (a) the business is clearly incidental and secondary to residential use; (b) employees or clients visit to the Lot in connection with the business are consistent with home-based business activities; (c) any exterior evidence of the business must be approved by the association; (d) any business signage must be reviewed and approved by the association prior to installation; and (e) the business does not generate excessive vehicle traffic or parking. No Lot shall be used for the growing, processing, sale, or dispensing of marijuana or cannabis in any form.

2.3 Water Supply — Individual Wells

Each Owner shall construct and maintain an individual domestic well on the Lot, permitted pursuant to Colorado Division of Water Resources regulations (C.R.S. § 37-92-602), as the sole source of water for indoor domestic use. Domestic well water shall not be used for outdoor irrigation, livestock watering, or any other outdoor purpose. No Owner shall drill more than one well on a Lot without the prior written approval of the Board. All well permits and construction shall comply with applicable state and El Paso County regulations. Well locations and well house designs are subject to ACC approval pursuant to Article 4.

UNRESOLVED:
conflicts with sec. 3.4

2.4 Individual Cistern Requirement

Prior to obtaining a certificate of occupancy from El Paso County for any Home constructed on a Lot, the Owner shall install on the Lot an individual Cistern meeting all of the following requirements:

- Minimum storage capacity: one thousand (1,000) gallons. Larger capacities are encouraged.
- The Cistern shall be designated and used exclusively for fire protection, outdoor irrigation and landscape watering. Domestic well water shall not be directed to the Cistern.
- The Cistern shall be fed by roof runoff collection, hauled water, or any approved non-domestic source. Connection to the domestic well system is prohibited.
- The Cistern shall include a functional access port, overflow protection, and a shut-off valve accessible by emergency personnel.
- The Cistern shall be installed underground or in a location approved by the ACC and shall be screened from view from community streets and adjacent Lots. Underground installation is strongly encouraged.

- Installation plans, specifications, and location shall be submitted to and approved by the ACC prior to installation.
- The Owner shall maintain the Cistern in working order and at a minimum volume of five hundred (500) gallons at all times during the fire season (April 15 – November 15).

2.5 Wastewater — Septic and Leach Field

All wastewater from each Lot shall be treated and disposed of by an individual Septic System designed by a licensed professional engineer and installed in compliance with El Paso County On-Site Wastewater Treatment System (OWTS) regulations. No other wastewater disposal method is permitted. The Owner shall maintain the Septic System in good working order. Pumping, inspection, and certification records shall be made available to the Association upon request. No Septic System component may be located within any easement area without prior written approval from the Association and applicable utility companies.

2.6 Construction

(a) Construction Type. All construction shall be new. No pre-built, modular, manufactured, or mobile structures may be moved onto or placed on a Lot as a permanent residence, except as specifically approved by the ACC in writing.

(b) Completion. All construction work shall be diligently prosecuted from commencement to completion. All approved Improvements must be completed within twenty-four (24) months after commencement of construction, or such longer period as the ACC approves in writing. If construction ceases for thirty (30) or more consecutive days without written ACC approval, the Board may take enforcement action, including imposition of fines and, after notice, remediation at the Owner's expense.

(c) Occupancy. No Home shall be occupied until El Paso County has issued a certificate of occupancy and the individual Cistern has been installed and inspected by the ACC.

(d) Construction Rules. During construction, all Owners and their contractors shall comply with the Construction Period Regulations set forth in the Design Guidelines. Violations are subject to fines per the fine schedule in the Design Guidelines.

(e) Utilities. All utility lines serving a Lot, including electrical, telephone, cable, and internet, shall be placed underground. Temporary above-ground service during construction may be approved by the Board.

2.7 Building and Grounds Maintenance

The exterior of all Improvements and the grounds of each Lot shall be maintained by the Owner in a state of good condition, repair, and appearance consistent with the standards of an upscale rural residential community. Such maintenance includes, without limitation, painting and refinishing exterior surfaces before they become worn, maintaining driveways in good repair, controlling noxious weeds, managing grass heights, clearing brush within the defensible space zones required by the Design Guidelines, and maintaining the individual Cistern. The Association's "Standard of Care" is defined in the Design Guidelines.

2.8 Grading and Drainage

Following conveyance of a Lot, each Owner shall maintain the grading and drainage patterns as established by the final grading plan approved by El Paso County. No material changes to established drainage shall be made without prior written ACC approval. Owners shall maintain grading so that irrigation and surface water is directed away from all structures and does not concentrate onto adjacent Lots.

2.9 Outside Storage

No equipment, vehicles, construction materials, or other industrial items may be stored outside on a Lot in a manner visible from community streets or adjacent Lots, except during active construction or as permitted by the ACC. All such items shall be stored inside an enclosed structure or in a fully screened area approved by the ACC. Firewood for gas-fireplace-equipped homes is prohibited; see Section 2.16. Firewood storage for permitted outdoor fire pits shall be limited to one (1) cord or less, stored at least thirty (30) feet from any structure in a screened rack, and shall comply with the fire safety requirements of Section 2.16.

2.10 Animals and Pets

Domesticated pets may be maintained on Lots subject to the following restrictions:

- Maximum of five (5) pets per Lot in total (dogs and cats combined). No more than three (3) dogs may be kept outdoors on any Lot.
- No horses, livestock, swine, goats, sheep, rabbits, or exotic animals of any kind shall be raised, bred, or kept on any Lot. Poultry is permitted as long as no excessive noise or other nuisance are produced by the animals.
- All pets must be kept under owner control at all times. Dogs shall be leashed whenever outside the Owner's enclosed yard or interior spaces.
- No pet may be chained or enclosed outdoors for an extended period that causes unreasonable noise or nuisance.
- Pet owners are responsible for immediately cleaning up after their pets on all Lots and Common Areas. Fines may be assessed for violations.
- Any animal that, in the Board's determination, creates an unreasonable nuisance, makes excessive noise, or poses a safety concern may be required to be permanently removed from the community.
- Pets shall not be kept for any commercial purpose.

2.11 Vehicles and Parking

(a) All vehicles associated with a Lot shall be parked within the enclosed garage or on the designated paved driveway of that Lot. No extended street parking on the Private Road is permitted. Passenger vehicles used as primary transportation may park on the street for up to twenty-four (24) hours.

(b) Recreational vehicles (boats, trailers, campers, RVs), commercial vehicles, and utility trailers shall be stored within an enclosed garage or within a screened area approved by the ACC.

Recreational vehicles may be parked outside for loading and unloading for up to forty-eight (48) hours.

(c) Inoperative, unregistered, or abandoned vehicles shall not be stored on any Lot or street. Any vehicle not moved under its own power within thirty (30) days is deemed abandoned. The Association may, after ten (10) days written notice, cause such vehicle to be towed at the Owner's expense.

(d) Vehicle repairs, including maintenance, servicing, body work, or painting, may be performed only within a fully enclosed structure.

(e) Emergency vehicles used by an Owner who is a bona fide member of a volunteer fire department or emergency services provider are exempt from subsection (b), provided the vehicle does not obstruct access or interfere with other Owners' reasonable use of the Private Road.

2.12 Signs

No signs shall be erected or maintained on any Lot without prior written ACC approval, except: (a) one temporary real estate or lease sign not exceeding six (6) square feet; (b) one contractor identification sign during active construction, removed within thirty (30) days of occupancy; and (c) standard address identification signs per the Design Guidelines. Political signage is permitted subject to the restrictions in the Design Guidelines. No signs may be placed in any right-of-way or on the Private Road.

2.13 Nuisances

No noxious, hazardous, or unreasonably offensive activity shall be conducted on any Lot or in any Improvement. No activity shall be permitted that creates unreasonable noise, light, odor, dust, smoke, or vibration that interferes with the quiet enjoyment of neighboring Lots. Trail bikes, ATVs, snowmobiles, and similar off-road vehicles shall not be operated on any Lot or the Private Road except for ingress and egress purposes.

2.14 Leases

Any lease of a Lot or Home shall have a minimum term of thirty (30) days. Short-term rentals (Airbnb, VRBO, or similar arrangements for fewer than thirty (30) consecutive days) are permitted with Board approval. Within ten (10) days after commencement of any lease, the Owner shall provide the Association with the lessee's name, contact information, and lease term. The Owner remains fully liable for all violations by lessees, their household members, and guests.

2.15 Hazardous Activities

The discharge of any firearm within the subdivision is strictly prohibited, except for lawful self-defense on the Owner's Lot. Fireworks of any kind are prohibited. No open fires shall be permitted on any Lot except in contained, attended outdoor fire pits approved by the ACC, and only when no county or state fire ban is in effect. No hazardous chemicals shall be stored on

any Lot in quantities that pose a risk to persons or property. Owners must comply with all El Paso County fire prevention regulations and any fire restrictions imposed by applicable governmental authorities.

2.16 Fire Safety and Wildfire Mitigation

All fireplaces shall be gas-burning only. Wood-burning fireplaces, stoves, and outdoor fire pits using solid fuel are prohibited, except as specifically approved by the Board and ACC. All Homes shall be designed and maintained in compliance with the wildfire hazard mitigation requirements set forth in the Design Guidelines, including minimum defensible space clearance, FireWise landscaping, and ember-resistant construction.

All Homes and Improvements constructed within Elk View Estates shall comply with the Colorado Wildfire Resiliency Code (CWRC), as adopted by El Paso County and amended from time to time, including all applicable requirements for Zone 3 construction, ignition-resistant materials, ember-resistant design, roof assemblies, vents, decks, defensible space, vegetation management, and access requirements. Compliance with the Colorado Wildfire Resiliency Code shall be a condition of Architectural Control Committee approval and shall be maintained by each Owner following construction. The Association may adopt additional Design Guidelines that are more restrictive than government requirements when deemed necessary to protect life, property, and insurability within the community.

2.17 Temporary Buildings

No temporary structures, trailers, tents, or similar facilities may be erected on a Lot except as temporary construction offices or material storage during active construction, subject to ACC approval. All temporary structures shall be removed within seven (7) days of final occupancy.

2.18 Satellite Dishes and Telecommunications Equipment

FCC-compliant antenna equipment (one meter or less in diameter) may be installed without prior ACC approval, subject to the following conditions: (a) equipment shall be installed at the lowest feasible location, preferably at grade; (b) rooftop mounting visible from community streets is discouraged; (c) equipment shall be screened with landscaping or painted to match surrounding surfaces to the extent feasible without impairing signal. All other exterior telecommunications structures require prior ACC approval.

2.19 Noxious Weeds and Insects

All portions of each Lot shall be kept free from noxious weeds as defined by El Paso County and the Colorado Noxious Weed Act (C.R.S. § 35-5.5-101 et seq.). Owners shall treat and remove noxious weeds and promptly report and treat trees infested with pine beetles or other damaging insects. The Association shall have the right, after ten (10) days written notice to the Owner, to enter the Lot and remediate noxious weed or beetle-infested tree conditions at the Owner's expense.

2.20 Rebuilding or Restoration

If any Improvement is destroyed, the Owner shall, within sixty (60) days of the damage or destruction, either (a) commence rebuilding pursuant to a plan approved by the ACC, or (b) remove all debris and restore the Lot to a clean, safe condition. Rebuilding shall be completed within twelve (12) months of commencement, unless extended by the ACC. Failure to comply authorizes the Board to take enforcement action at the Owner's expense.

2.21 Subdivision of Lots

No Owner other than the Declarant may subdivide, further divide, or combine any Lot without the prior written consent of the Board and compliance with all applicable El Paso County regulations.

2.22 Commencement of Construction

Each Owner (other than a Builder) shall commence construction of a single-family Home on the Owner's Lot within two (2) years of the date of conveyance of the Lot to such Owner by deed recorded in the Records (the "Commencement Deadline"). For purposes of this Section, "commencement of construction" means the issuance of a valid El Paso County building permit for the Home and the undertaking of visible exterior work on the Lot, including at minimum the excavation of earth for the Home's foundation.

An Owner who is unable to commence construction by the Commencement Deadline may apply to the Board for a written extension by submitting a written request not fewer than sixty (60) days before the Commencement Deadline. The request shall describe the reason for the delay and include the Owner's proposed revised commencement date. The Board may, in its sole discretion, grant one extension not to exceed twelve (12) additional months. Any further extension beyond that period requires approval by a majority vote of all Lot Owners. All extensions must be granted in writing before the then-current Commencement Deadline expires; requests submitted after the deadline has passed shall not be considered.

Failure to commence construction within the Commencement Deadline, as extended in accordance with this Section, shall constitute a continuing violation of this Declaration. The Association may impose fines in accordance with the Design Guidelines fine schedule, each calendar month of non-compliance constituting a separate violation, and may record a notice of violation against title to the Lot. All other remedies under Article 9 shall be available without further notice.

The Declarant and any Builder holding title to a Lot for the purpose of construction and resale shall be exempt from the requirements of this Section.

ARTICLE 3. WATER SYSTEMS AND WASTEWATER

3.1 General

Given that the Property is not served by a municipal water supply or public sewer system, each Owner is solely responsible for the installation, maintenance, permitting, and compliance of all water and wastewater infrastructure on the Owner's Lot. The following provisions supplement and do not replace applicable state and El Paso County regulations.

3.2 Domestic Wells — Scope of Use

Each domestic well on a Lot is permitted under Colorado law for indoor household use only, including drinking, cooking, sanitation, and indoor cleaning. Domestic well water shall not be used for outdoor irrigation, filling the individual Cistern, filling swimming pools, watering livestock, or any other volume outdoor use. Violation of this restriction may constitute a water law violation under Colorado law and shall also be a violation of this Declaration.

3.3 Individual Cisterns — Additional Requirements

In addition to the requirements of Section 2.4, each Owner's individual Cistern shall be:

- Inspected and certified by a licensed plumber or mechanical contractor prior to issuance of a certificate of occupancy.
- Inspected annually by the Owner and documented in writing. Records shall be maintained for a minimum of five (5) years and provided to the Association upon request.
- Accessible to Association and emergency service personnel via a labeled access port. The access point shall be clearly marked with a reflective marker visible in low-light conditions.
- Maintained so as to prevent mosquito breeding. Cisterns shall be sealed except at the designated access ports.

UNRESOLVED: conflicts with
sec. 2.4 and 3.3?

3.4 Community Fire Cistern

The Association shall own, operate, and maintain the Community Cistern located as shown on the Plat. The Community Cistern and associated fire hydrant(s) are for fire suppression use by emergency services personnel only. No Owner or resident shall use water from the Community Cistern for any purpose without prior written Board authorization. Any cost of maintaining and refilling the Community Cistern shall be included in the annual operating budget of the Association and funded through annual assessments.

3.5 Septic Systems — Owner Obligations

Each Owner shall have the Septic System on the Lot inspected and pumped by a licensed OWTs service provider at intervals required by El Paso County regulations, but not less than once every three (3) years. The Owner shall provide the Association with evidence of completed service upon request. No Owner shall allow the Septic System to fail or overflow. In the event of a Septic System failure, the Owner shall take immediate remedial action and notify the Association and El Paso County within twenty-four (24) hours.

3.6 Water Augmentation Plan

The subdivision is subject to a water court-approved augmentation plan or substitute water supply plan (“Augmentation Plan”) governing the use of each domestic well on the Property, as required by the Colorado Division of Water Resources. Each Owner shall at all times comply with all terms and conditions of the applicable Augmentation Plan, including without limitation: (a) restricting well use to indoor household use only as described in Section 3.2; (b) maintaining accurate records of any water usage reported to the applicable water administrative authority; and (c) not engaging in any use of well water that would violate the terms of the Augmentation Plan or applicable water court decrees. Violation of the Augmentation Plan shall constitute a violation of this Declaration. Each Owner acknowledges that the State of Colorado retains jurisdiction over all water rights and that this Declaration does not modify, expand, or limit any water right. Owners are encouraged to consult with a Colorado water attorney regarding their well permit and augmentation obligations prior to and during construction.

ARTICLE 4. DESIGN REVIEW AND APPROVAL

4.1 Architectural Control Committee

The Architectural Control Committee ("ACC" or "Committee") shall be appointed by the Board of Directors. The ACC shall consist of not fewer than three (3) and not more than five (5) members. During the Period of Declarant Control, the Declarant shall appoint all ACC members. After the Period of Declarant Control, the Board shall appoint ACC members, at least one of whom shall be a current Owner. ACC members shall serve two-year terms and may be reappointed. Members need not be architects or construction professionals. The Board may, in its discretion, act as the ACC.

4.2 Scope of Authority

The ACC shall review and act upon all proposed Improvements to any Lot, including new residential construction, additions, alterations, exterior repainting, landscaping, fencing, ancillary structures, signage, and any other Improvement that affects the exterior appearance of a Lot. No Improvement shall be commenced, erected, installed, or altered without prior written ACC approval, except as specifically exempted in the Design Guidelines. The ACC's authority includes review based on architectural quality, aesthetic compatibility, compliance with the Design Guidelines, harmony with surrounding Lots, and any other matter the ACC deems relevant.

4.3 Design Guidelines

The ACC shall adopt and may amend, from time to time, the Elk View Design Guidelines and Community Standards. The Design Guidelines establish architectural criteria, site planning standards, landscaping requirements, construction procedures, and community behavioral standards applicable to all Lots. The Design Guidelines are incorporated into this Declaration by reference and have the same force and effect as the provisions of this Declaration. In the event of any conflict between the Design Guidelines and this Declaration, this Declaration shall control.

4.4 Approval Process

All action by the ACC shall be in writing. Applicants shall submit plans and materials as required by the Design Guidelines, together with the applicable review fee. The ACC shall approve, conditionally approve, or deny an application within forty-five (45) calendar days of receiving a complete submittal. Failure to act within forty-five (45) days shall be deemed disapproval. The ACC may extend the review period by up to twenty (20) additional days upon written notice to the applicant. Once approved, construction must commence within nine (9) months, and all work must be completed within twenty-four (24) months of approval.

4.5 Approval Standards

In granting or withholding approval, the ACC shall consider: (a) compliance with the Design Guidelines; (b) compatibility with the natural environment and neighboring Lots; (c) quality of materials and workmanship; (d) aesthetic harmony; (e) compliance with the Colorado Wildfire Resiliency Code, Black Forest Fire Protection District regulations, fire safety standards, and

defensible space requirements; (f) compliance with El Paso County regulations; and (g) any other factor the ACC deems relevant. The ACC may deny any application it determines, in its sole discretion, would be detrimental to the community, inconsistent with the Design Guidelines, or contrary to the best interests of the Owners as a whole.

4.6 Variances

The ACC may grant variances from the Design Guidelines upon a finding that strict compliance would create unreasonable hardship, that the variance will not be contrary to the intent of the Guidelines or this Declaration, and that the variance will not adversely affect neighboring Lots. Variances shall be submitted using the variance request form provided by the Association, along with a written explanation of the hardship and proposed alternative. All variances must be granted in writing by a majority of the ACC. Each variance is unique and does not set a precedent for future applications.

4.7 Field Changes

Any change to approved plans that affects exterior materials, colors, elevations, or site layout shall be resubmitted to the ACC for review. The ACC shall determine, in its discretion, whether a full application or a minor amendment review is required. No unauthorized field change is deemed approved by the ACC's failure to detect it during construction inspections.

4.8 Non-Liability

ACC approval does not constitute compliance with El Paso County building codes, zoning, or any other governmental requirements, which remain the Owner's sole responsibility. Neither the Declarant, the Association, the Board, the ACC, nor any of their members, agents, or representatives shall be liable to any Owner or Person for any loss, damage, or prejudice arising from the approval, disapproval, or failure to act on any application. Every Owner who submits plans to the ACC agrees not to bring any action against the ACC or its members to recover damages.

4.9 Non-Compliance

Improvements installed without required ACC approval, or not constructed in conformance with approved plans, are in violation of this Declaration and subject to enforcement under Article 9, including removal at the Owner's expense.

ARTICLE 5. ASSESSMENTS AND FEES

5.1 Obligation to Pay

Each Owner, including the Declarant, by acceptance of a deed to a Lot, covenants and agrees to pay to the Association all assessments levied pursuant to this Article 5. Assessments, together with accrued interest, late charges, and collection costs, shall be a personal obligation of the Owner at the time the assessment is levied and shall be a continuing lien upon the Lot against which the assessment is levied, running with and binding the land.

5.2 One-Time Capital Contribution

At the time of the first conveyance of each Lot from the Declarant (or a Builder) to an Owner who is not a Builder, the purchaser shall pay to the Association a one-time, non-refundable Capital Contribution in the amount of Twenty-Two-Thousand-Five-Hundred and No/100 Dollars (\$22,500.00) per Lot. The Capital Contribution shall be collected at closing and shall be used exclusively for the initial installation and funding of the following community improvements:

- Community Fire Suppression Cistern (minimum 30,000-gallon capacity) with fire hydrant(s), installed at the Association's designated location.
- Cluster Mailbox Unit (CBU) meeting U.S. Postal Service specifications, installed at the community entry.
- Automatic Entry Gate system, including gate panels, automatic opener, intercom, keypad, and safety equipment.
- Entry monumentation and landscaping at the community entrance.
- Working capital reserve for the Association's initial operations.

The Capital Contribution is not a substitute for or credit against any annual assessment. The Board may, by two-thirds vote, adjust the Capital Contribution amount for future conveyances to reflect actual improvement costs.

5.3 Annual Operating Assessment

The Board shall, not later than sixty (60) days before the beginning of each fiscal year, adopt an annual operating budget and levy an annual assessment against each Lot sufficient to fund the budget. The initial Annual Operating Assessment is estimated at One Thousand Nine Hundred and No/100 Dollars (\$1,900.00) per Lot per year (\$158.33 per month), based on the projected budget for Year 1. This amount covers:

- Maintenance of Elk View Heights (Private Roadway, approximately 900 LF total) — approximately \$1,000/year total.
- Snow removal from Elk View Heights (both road segments, approximately 900 LF) — approximately \$2,500/year total.
- Stormwater detention pond inspection, maintenance, sediment removal, erosion repairs, and reserve funding \$1,500/year total.
- Entry Gate maintenance and repairs — approximately \$500/year total.
- Community Fire Cistern inspection and maintenance — approximately \$400/year total.
- Association general liability insurance — approximately \$2,000/year total.
- Administrative, bookkeeping, and legal expenses — approximately \$2,000/year total.

- Reserve fund contributions for road capital, gate replacement, and other long-term needs — approximately \$1,500/year total.

NOTE: The Annual Operating Assessment amount is subject to annual revision by the Board based on actual costs. Assessments may increase or decrease as needed to fund the Association's obligations. No homeowner vote is required for increases of twenty percent (20%) or less per year.

5.4 Improvement Loan Assessment

The Association has or may incur a community improvement loan in the principal amount of up to Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "Improvement Loan") for the purpose of funding the installation of perimeter fencing and such other community improvements as the Board determines. The Improvement Loan shall be repaid over a term of up to twenty (20) years at a fixed or variable interest rate consistent with prevailing market rates at the time of origination. The estimated annual debt service on the Improvement Loan is approximately Seventeen Thousand Eight Hundred Ninety-Four and No/100 Dollars (\$17,894.00) per year, based on a \$200,000 loan at 6.5% interest amortized over twenty (20) years.

The Board shall levy an annual Improvement Loan Assessment against each Lot equal to such Lot's pro-rata share (one-sixth) of the annual debt service. The estimated initial Improvement Loan Assessment is approximately Two Thousand Nine Hundred Eighty-Two and No/100 Dollars (\$2,982.00) per Lot per year (\$248.50 per month). This assessment shall continue until the Improvement Loan is fully repaid, at which time the Board may discontinue the assessment or redirect funds to reserves.

5.5 Total Estimated Annual Assessment

Based on the foregoing, the estimated total annual assessment per Lot (combining the Annual Operating Assessment and the Improvement Loan Assessment) is approximately Four Thousand Eight Hundred Eighty-Two and No/100 Dollars (\$4,882.00) per Lot per year (\$406.83 per month). This is an estimate only; actual annual assessments will be set by the Board based on the annual budget.

Assessment Component	Annual/Lot	Monthly/Lot
Annual Operating Assessment	\$1,900	\$158
Improvement Loan Assessment	\$2,982	\$249
TOTAL ESTIMATED ANNUAL ASSESSMENT	\$4,882	\$407
<i>One-Time Capital Contribution (paid at closing)</i>	\$22,500*	N/A

* Paid once at initial closing. Not a recurring assessment.

5.6 Special Assessments

The Board may levy special assessments for expenses not covered by the annual budget, including extraordinary road repairs, legal expenses, or other emergency needs. Special assessments of up to two times the annual operating assessment per Lot in any twelve-month

period may be levied by Board action alone. Any special assessment exceeding this limit requires approval of a majority of Lot Owners. Special assessments shall be levied uniformly on a per-Lot basis.

5.7 Payment Terms and Late Charges

Annual assessments shall be due and payable in equal monthly installments on the first day of each month, or in a single annual payment on January 1 of each year, as the Board shall determine. Assessments not paid within fifteen (15) days of the due date shall bear a late charge of Fifty and No/100 Dollars (\$50.00) per month, plus interest at the rate of eighteen percent (18%) per annum from the due date until paid. The Association shall have the right to recover all costs of collection, including attorneys' fees, whether or not litigation is commenced.

5.8 Lien for Assessments

The Association shall have a lien against each Lot for all unpaid assessments, late charges, interest, and collection costs. The lien shall be effective upon recording a notice of lien in the Records. Foreclosure of an assessment lien shall be in accordance with Colorado law. The lien for assessments shall be subordinate to the lien of any first mortgage or deed of trust held by an institutional lender. However, such subordination shall not affect the personal obligation of the Owner.

5.9 Declarant's Assessment Obligation

The Declarant shall pay assessments on each unsold Lot from the date of recording of this Declaration. However, the Declarant may elect to fund the Association's actual annual operating costs directly in lieu of paying per-Lot assessments on unsold Lots during the Period of Declarant Control, provided that such funding is at least equal to the assessments that would otherwise be owed.

5.10 Association Authority to Borrow

The Association shall have the authority to borrow funds for the purpose of funding community improvements, capital expenditures, and other Association obligations. Any borrowing in excess of Fifty Thousand and No/100 Dollars (\$50,000.00) in a single transaction shall require approval of the Board of Directors at a duly noticed meeting. Any borrowing in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00) in a single transaction shall require the written approval of Owners representing not fewer than two-thirds (2/3) of all Lots. The Association may pledge assessment revenues, lien rights, or Association assets as collateral for any authorized borrowing. No borrowing shall obligate any individual Owner beyond such Owner's pro-rata assessment share of the debt service.

ARTICLE 6. PRIVATE ROAD AND ENTRY GATE

6.1 Private Paved Road — Association Responsibility

Elk View Heights (consisting of Private Roadway as shown on the recorded plat) is privately owned and maintained exclusively by the Association. El Paso County has no responsibility for maintenance, repair, or snowplowing of either private road segment, and no Owner shall represent otherwise to El Paso County. The Association shall maintain both road segments in a condition reasonably suitable for year-round passenger vehicle access, consistent with a Modified Rural Local Roadway standard with a design speed of 25 mph.

6.2 Road Maintenance Standards

Road maintenance performed by the Association shall include, at minimum, the following standards. El Paso County has no responsibility for maintenance of the Private Road. The Association shall maintain the road to a standard suitable for year-round emergency vehicle access:

- Maintenance and clearing of roadside drainage ditches, culverts, and erosion control structures at intervals sufficient to ensure unobstructed stormwater flow.
- Snow plowing and application of sand or traction material as needed to maintain reasonable access during winter months.
- Minor structural repairs as needed to maintain safe driving conditions.

6.3 Snow Removal

The Association shall provide snow removal services on the Private Road. Snow removal shall be triggered when snow accumulation on the roadway exceeds three (3) inches and shall be completed within a reasonable time after accumulation ceases. The Association shall contract with a qualified snow removal contractor and may set reasonable standards for the timing of plowing events. Owners shall not block the Private Road in a manner that impairs snow removal operations.

6.4 Owner Road Maintenance Obligations

Each Owner is solely responsible for maintaining any private driveway from the Owner's Lot to the Private Road, including snowplowing and clearing of the driveway. Damage to the Private Road or its drainage structures caused by an Owner, the Owner's contractors, or delivery vehicles serving the Owner's Lot shall be repaired at the Owner's expense upon demand by the Board.

6.5 Entry Gate

The Association shall own and maintain the Entry Gate system at the community entrance. The Association shall provide each Owner with access credentials (gate remote, access codes, or equivalent) for the Entry Gate. Credentials are non-transferable and shall not be shared with contractors, delivery personnel, or other non-residents except as necessary for authorized access. Unauthorized modification of or tampering with the Entry Gate is prohibited and shall be

subject to enforcement under Article 9. The Association may establish reasonable rules regarding gate access for contractors, guests, and delivery services.

6.6 Emergency Access

The Entry Gate shall be equipped at all times with a Knox Box or equivalent emergency access device, and the gate system shall be capable of being overridden by El Paso County emergency services. The Association shall coordinate with the El Paso County Sheriff, fire district, and emergency medical services to ensure unobstructed emergency access at all times.

6.7 Traffic and Road Use

The Private Road is for the exclusive use of Owners, their residents, guests, and authorized contractors and service providers. No Owner shall store vehicles, equipment, or materials on the Private Road. No Owner shall perform any activity that would damage the roadway surface, drainage structures, or right-of-way landscaping. The maximum vehicle speed on the Private Road is twenty-five (25) miles per hour. Contractors shall comply with the road use provisions in the Design Guidelines.

ARTICLE 7. EASEMENTS

7.1 Association Easement

An easement is hereby granted to the Association, its officers, agents, employees, and representatives, upon, across, over, and under the exterior portions of all Lots, for the purpose of enforcing this Declaration, inspecting Lots, maintaining Common Areas and drainage structures adjacent to Lots, and performing any obligation of the Association under this Declaration or the Design Guidelines.

7.2 Utility Easements

Easements for the installation, maintenance, repair, and replacement of water supply lines, electrical service, telecommunications, and drainage facilities are reserved as shown on the recorded plat of Elk View Estates Filing No. 1. No Owner shall construct any Improvement within a recorded easement without prior written authorization from the applicable utility company and the ACC.

7.3 Drainage Easements

No filling, grading, landscaping, or construction shall be permitted within a drainage easement without prior ACC approval and compliance with El Paso County drainage regulations. All drainage easements, stormwater quality best management practices ("BMPs"), detention pond facilities, drainage swales, outlet structures, storm sewer improvements, water quality facilities, and related drainage infrastructure shown on the recorded plat, drainage report, approved construction plans, or operation and maintenance manual for the Subdivision (collectively, the "Stormwater Facilities") shall be preserved and protected for their intended purpose.

No Owner shall alter, obstruct, fill, regrade, landscape, construct within, damage, impair, interfere with, or otherwise modify any Stormwater Facility or drainage easement without prior written approval from the Association and any governmental agency having jurisdiction.

The Owner of any Lot upon which a Stormwater Facility or drainage easement is located shall keep such area reasonably accessible and free from structures, improvements, vegetation, materials, or conditions that would interfere with inspection, operation, maintenance, repair, or replacement of the Stormwater Facilities.

The Association shall possess a perpetual easement over, across, and through any Lot containing a Stormwater Facility or drainage easement for purposes of inspection, operation, maintenance, repair, replacement, reconstruction, emergency response, regulatory compliance, and access by contractors, engineers, consultants, governmental officials, and emergency personnel.

The Association shall be responsible for the operation, inspection, maintenance, repair, replacement, reconstruction, and regulatory compliance of all Stormwater Facilities serving the Subdivision, except for damage directly caused by the negligent or intentional acts of an Owner, in which case the Association may assess the responsible Owner for all resulting costs.

The provisions of this Section shall run with the land and shall be binding upon all Owners and their successors and assigns.

7.4 Emergency Vehicle Easement

An easement is hereby granted to El Paso County, the applicable fire district, the El Paso County Sheriff, and all other emergency services agencies for entry upon all Lots and the Private Road for emergency and official purposes.

7.5 Matters of Record

The Property is subject to all easements, reservations, and restrictions of record in El Paso County at the time of recording of this Declaration, in addition to those created herein.

7.6 Stormwater Quality BMP and Detention Pond Maintenance Agreement

The Association shall be responsible for the operation, inspection, maintenance, repair, replacement, reconstruction, and long-term stewardship of all stormwater quality Best Management Practices ("BMPs"), detention pond facilities, drainage conveyance facilities, water quality improvements, outlet structures, drainage swales, and related stormwater infrastructure serving the Subdivision (collectively, the "Stormwater Facilities").

The Association shall maintain all Stormwater Facilities in accordance with the El Paso County approved drainage report, the approved Operation and Maintenance Manual, the El Paso County Engineering Criteria Manual, the El Paso County Drainage Criteria Manual, and all applicable federal, state, and local requirements as amended from time to time.

All costs of inspection, maintenance, repair, replacement, reconstruction, sediment removal, erosion repair, vegetation management, water quality compliance, engineering services, and related work associated with the Stormwater Facilities shall be Common Expenses of the Association and shall be funded through regular and special assessments levied uniformly against all Lots.

The Association shall have the authority to enter upon any Lot containing Stormwater Facilities or providing access thereto to inspect, maintain, repair, replace, reconstruct, or otherwise perform any action necessary to satisfy the Association's obligations under this Declaration or applicable governmental requirements.

Each Owner acknowledges that the Subdivision is subject to the El Paso County Private Detention Basin / Stormwater Quality Best Management Practice Maintenance Agreement and Easement, as recorded in the real property records of El Paso County, Colorado ("Stormwater Maintenance Agreement"). The Stormwater Maintenance Agreement is hereby incorporated into this Declaration by reference as if fully set forth herein and shall constitute a covenant running with the land.

The Association shall maintain a reserve fund sufficient, in the reasonable judgment of the Board, to provide for future repair, replacement, reconstruction, and major maintenance of the

Stormwater Facilities. The Board may include such reserve contributions within the annual budget and assessments of the Association.

No amendment to this Declaration shall eliminate or materially reduce the Association's responsibility for the Stormwater Facilities without the prior written approval of El Paso County and any governmental authority having jurisdiction over such facilities.

ARTICLE 8. SPECIAL DECLARANT RIGHTS

8.1 Period of Declarant Control

The "Period of Declarant Control" shall mean the period beginning on the date of recording of this Declaration and ending on the earlier of: (a) the date on which the Declarant has conveyed all Lots to Owners other than Builders; (b) two (2) years after the date on which fifty percent (50%) of the Lots have been conveyed to Owners other than Builders; or (c) the date the Declarant voluntarily relinquishes control by written instrument recorded in the Records.

8.2 Special Declarant Rights

During the Period of Declarant Control, the Declarant reserves the following rights:

- To appoint and remove officers and members of the Board and all ACC members.
- To execute contracts and incur obligations on behalf of the Association, including the Improvement Loan described in Article 5.
- To complete and sell all Lots within the subdivision.
- To maintain sales offices, model homes, signage, and construction facilities on unsold Lots.
- To amend this Declaration without Owner consent to comply with requirements of governmental agencies, mortgage insurers, or lenders, or to correct clerical and typographical errors.
- To grant easements and rights-of-way over the Property as necessary to complete development.

8.3 Transition of Control

Upon expiration of the Period of Declarant Control, the Declarant shall transition governance of the Association to the Owners, in accordance with the Association's Bylaws and Colorado law. Within sixty (60) days of the transition date, the Declarant shall deliver to the Association all governing documents, financial records, contracts, insurance policies, and other organizational materials.

8.4 Builder Exemption

Builders who acquire Lots for the purpose of constructing Homes for sale shall be exempt from the Design Review approval requirements of Article 4 for the Lots they own, provided that all construction complies with the Design Guidelines. This exemption terminates when a Builder conveys a Lot to an Owner who is not a Builder.

ARTICLE 9. ENFORCEMENT

9.1 General Authority

The Association shall have the authority, through the Board, to enforce the provisions of this Declaration, the Design Guidelines, and the Association's Rules and Regulations. The Board may take enforcement action by any means authorized by law, including imposition of fines, suspension of Owner privileges, recording of notice of violation against title, remediation of violations at the Owner's expense, and legal action.

9.2 Notice of Violation

When a violation is alleged, the Association shall provide the Owner with written notice of the alleged violation and a reasonable opportunity to cure. The notice shall describe the violation, cite the applicable provision of the Declaration or Design Guidelines, and specify a cure deadline of not fewer than fifteen (15) days, except in the case of an emergency or ongoing daily violation. Notice shall be sent by U.S. mail or email to the Owner's address on file with the Association.

9.3 Notice and Hearing

If the Owner does not cure the violation within the time specified, the Board shall schedule a hearing and provide the Owner with at least ten (10) days' written notice of the hearing date, time, and location. At the hearing, the Board shall consider any evidence or argument presented by the Owner. Within fifteen (15) days of the hearing, the Board shall issue a written decision. The decision shall be final and binding, subject to the dispute resolution procedures of Article 10.

9.4 Fines

The Board may impose fines for violations of this Declaration and the Design Guidelines. Fines shall be imposed per the schedule set forth in the Design Guidelines, as amended from time to time by the Board. Fines may accrue on a per-day or per-occurrence basis as specified in the fine schedule. Unpaid fines shall be added to the Owner's assessment balance and shall be subject to the lien and collection provisions of Article 5.

9.5 Remediation

If an Owner fails to remedy a violation within the time specified, the Association shall have the right (but not the obligation) to enter the Lot and take such remedial action as the Board deems necessary, at the Owner's expense. The cost of remediation shall be assessed against the Owner as a special assessment and shall constitute a lien against the Lot.

9.6 No Waiver

Failure of the Association to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce such provision at any later time, nor shall it preclude enforcement of any other provision.

9.7 Injunctive and Legal Remedies

In addition to fines and remediation, the Association shall have the right to pursue all legal and equitable remedies available under Colorado law to enforce this Declaration, including without limitation: (a) an action for injunctive relief to compel compliance with or to restrain any violation of this Declaration or the Design Guidelines; (b) an action for declaratory judgment; (c) an action for damages; and (d) any combination of the foregoing. The availability of one remedy shall not preclude the simultaneous or subsequent pursuit of any other remedy. The remedies set forth in this Declaration are cumulative and not exclusive.

9.8 Costs and Attorney Fees

In any action, proceeding, or arbitration commenced by the Association to enforce any provision of this Declaration, the Design Guidelines, or the Association's Rules and Regulations, the Association shall be entitled to recover from the Owner found to be in violation all costs and expenses incurred in connection therewith, including reasonable attorneys' fees, court costs, arbitration fees, and collection costs, whether or not litigation or arbitration is ultimately commenced. An Owner who prevails in any such action shall not be entitled to recover attorneys' fees from the Association unless the Association's action is determined by the court or arbitrator to have been brought in bad faith.

ARTICLE 10. MANDATORY DISPUTE RESOLUTION

10.1 Policy

All parties are encouraged to resolve disputes through informal communication before invoking formal procedures. This Article applies when informal resolution has failed and a party wishes to assert a formal claim.

10.2 Claims Subject to This Article

All claims, disputes, and controversies arising out of or relating to this Declaration, the Design Guidelines, or the governance of the Association ("Claims") — other than (a) actions to enforce assessment liens; (b) requests for injunctive relief for imminent harm; (c) emergency enforcement actions; and (d) collection of fines — shall be submitted first to mediation, and if not resolved, to binding arbitration, as set forth below.

10.3 Mediation

The disputing parties shall attempt to resolve Claims through mediation before a single, neutral mediator agreed upon by the parties. If the parties cannot agree on a mediator within fifteen (15) days, a mediator shall be selected pursuant to the mediation rules of JAMS or the American Arbitration Association. Mediation fees shall be split equally between the parties.

10.4 Arbitration

If mediation does not resolve the Claim within sixty (60) days of initiation, either party may submit the Claim to final binding arbitration in El Paso County, Colorado, under the Colorado Uniform Arbitration Act (C.R.S. § 13-22-201 et seq.). The arbitrator shall be a retired Colorado state court or federal judge, or an attorney licensed in Colorado with at least ten (10) years of real property or HOA law experience. The arbitrator's award shall be final and may be entered as a judgment in any court of competent jurisdiction.

10.5 Exception — Owner Individual Rights

Nothing in this Article shall be interpreted to require arbitration of (a) an Owner's challenge to an assessment under C.R.S. § 38-33.3-316; (b) any claim under the Colorado Common Interest Ownership Act that must be heard by a court; or (c) any enforcement action by the Association for which the law provides a non-arbitral remedy.

ARTICLE 11. INSURANCE AND LIABILITY

11.1 Association Insurance Obligations

The Association shall obtain and maintain, at a minimum, the following insurance coverages at all times:

- Commercial general liability insurance covering the Common Areas, the Private Road, and the Association's operations, with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate.
- Directors and Officers (D&O) liability insurance covering the members of the Board of Directors and the ACC in the performance of their duties, with limits of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) per claim.
- Crime or fidelity coverage (employee dishonesty) protecting Association funds, with limits equal to not less than three (3) months' aggregate assessments.
- Such other insurance coverages as the Board determines are reasonable and prudent given the nature of the Association's assets and operations. The Board shall review the adequacy of all Association insurance coverages not less than annually.

11.2 Owner Insurance Obligations

Each Owner is solely responsible for obtaining and maintaining adequate insurance on the Owner's Lot, Home, and all Improvements thereon. At a minimum, each Owner is strongly encouraged to maintain: (a) homeowners' insurance (ISO HO-3 or equivalent) on the Home and personal property; (b) personal liability coverage of not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00); and (c) such additional coverages as may be required by any institutional lender holding a mortgage on the Lot. The Association's insurance does not cover any individual Lot, Home, or personal property. Given the wildfire risk present in this rural setting, Owners are specifically encouraged to maintain fire and extended coverage insurance at replacement cost value.

11.3 Limitation on Association Liability

The Association, the Board, the ACC, the Declarant, and their respective officers, directors, members, agents, employees, and representatives shall not be liable to any Owner or other Person for any action taken or omitted to be taken in good faith and without malice in the performance of their duties under this Declaration. In no event shall the Association be liable for: (a) damage to any Lot or Improvement caused by the action or inaction of any Owner, guest, or third party; (b) personal injury occurring on any individual Lot; (c) the failure of any utility system serving any Lot; (d) any condition arising from the natural environment, including fire, flooding, landslide, or wildlife; or (e) any loss arising from the inadequacy of any Owner's own insurance coverage.

11.4 Disclaimer Regarding Safety and Security

THE DECLARANT, THE ASSOCIATION, THE BOARD, AND THEIR OFFICERS, DIRECTORS, MEMBERS, AGENTS, AND EMPLOYEES HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE

PROPERTY. The presence of a gated entry, fencing, or other access control measures does not constitute a warranty or representation that the community is secure or that Owners, residents, or guests are protected from crime, trespass, or other hazards. Each Owner accepts and acknowledges this disclaimer upon acquiring title to a Lot.

ARTICLE 12. MISCELLANEOUS

12.1 Term

This Declaration shall be effective upon recording and shall run with the land for an initial term of twenty (20) years from the date of recording. Thereafter, it shall be automatically renewed for successive ten (10) year periods unless terminated by the written consent of Owners of at least sixty-seven percent (67%) of all Lots, which written consent shall be recorded in the Records.

12.2 Amendment

Except as otherwise provided in Article 8 (Declarant's reserved amendment rights), this Declaration may be amended by the recorded written consent of Owners of at least sixty-seven percent (67%) of all Lots, with the written approval of the Declarant (if Declarant still owns any Lot) and the Board. No amendment shall materially impair the security of any institutional mortgage holder without such holder's written consent.

12.3 Governing Law

This Declaration shall be construed and governed by the laws of the State of Colorado. Exclusive venue for any legal proceeding shall be in El Paso County, Colorado.

12.4 Severability

If any provision of this Declaration is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.5 Persons Entitled to Enforce

The Declarant, the Association, and each Owner shall have the right, but not the obligation, to enforce any provision of this Declaration. The Association may recover its reasonable costs of enforcement, including attorneys' fees, from any Owner found to be in violation. No Owner shall be entitled to recover attorneys' fees from the Association unless a court or arbitrator expressly finds that the Association's enforcement action was brought in bad faith.

12.6 Headings

Headings are for reference only and shall not affect the meaning or interpretation of this Declaration.

12.7 Notices

All notices under this Declaration shall be in writing and may be delivered personally, by U.S. mail postage prepaid, or by email (if the recipient has provided an email address to the Association). Mailed notices are effective three (3) business days after deposit. Email notices are effective upon transmission.

12.8 No Warranty of Views or Access

Neither the Declarant, the Association, nor any Owner has any obligation to protect or preserve views from any Lot, and no Owner shall have any claim arising from obstruction or impairment of views by any Improvement approved under this Declaration.

12.9 Cross-Reference to Insurance and Liability Article

The limitation of the Association's liability and the disclaimer regarding safety and security are set forth fully in Article 11 of this Declaration. The provisions of Article 11 are incorporated into this Article 12 by reference and shall apply to all matters covered by this Declaration.

12.10 Rules and Regulations

The Board shall have the authority to adopt, amend, and repeal Rules and Regulations governing the use and enjoyment of the Lots, Common Areas, and the Private Road, provided that such Rules and Regulations are consistent with this Declaration and the Design Guidelines and are not arbitrary or discriminatory. Rules and Regulations shall be adopted at a duly noticed Board meeting and shall be provided to all Owners within thirty (30) days of adoption. Rules and Regulations shall have the same force and effect as if set forth in this Declaration. In the event of any conflict between adopted Rules and Regulations and this Declaration, this Declaration shall control. No Rule or Regulation shall impose a monetary obligation greater than a fine as permitted under this Declaration without Owner approval.

12.11 Mineral Rights

No Owner shall conduct or permit any mineral extraction, oil and gas exploration or production, mining, drilling, or similar extractive activity on any Lot. The Declarant makes no representation regarding the status of mineral rights appurtenant to or separable from any Lot; Owners are solely responsible for investigating mineral title prior to purchase. To the extent any mineral rights are owned by the Owner of a Lot, the surface use rights associated with any such mineral estate shall be subject to all restrictions of this Declaration, and any surface use for mineral extraction purposes is expressly prohibited and shall constitute a violation of this Declaration subject to full enforcement under Article 9.

12.12 Estoppel Certificates

Within ten (10) business days after written request by any Owner, the Association shall provide an estoppel certificate stating: (a) the amount of any unpaid assessments, fines, or other charges outstanding against the Lot; (b) whether the Lot is in violation of this Declaration as of the date of the certificate; and (c) any other information reasonably requested by a title company or institutional lender in connection with a sale or refinancing of the Lot. The Association may charge a reasonable fee not to exceed One Hundred Fifty and No/100 Dollars (\$150.00) for preparation of an estoppel certificate. Any estoppel certificate issued by the Association shall be binding on the Association as to the matters stated therein as of the date of issuance.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first set forth above.

DECLARANT:

Elk Ridge Developments, LLC
A Colorado Limited Liability Company

By: _____
Name: _____
Title: _____
Date: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Elk Ridge Developments, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

EXHIBIT A — LEGAL DESCRIPTION OF PROPERTY

[INSERT FULL LEGAL DESCRIPTION OF ELK VIEW ESTATES FILING NO. 1, AS
RECORDED IN EL PASO COUNTY PLAT RECORDS]

[INCLUDE TOTAL ACREAGE, RECORDING RECEPTION NUMBER, AND PLAT
REFERENCE]