

AFTER RECORDING, RETURN TO:

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102 South Tejon Street, Suite 900  
Colorado Springs, CO 80903

**CLARIFICATION OF COVENANTS**

This CLARIFICATION OF COVENANTS (“Clarification”), dated effective as of March 5, 2021 (the “Effective Date”), is executed by **Sterling Ranch Residential Owners Association, Inc.**, a Colorado nonprofit association (the “Association”), and **SR Land, LLC**, a Colorado limited liability company (“Declarant”).

**BACKGROUND**

A. An Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Sterling Ranch Residential was recorded on January 10, 2019, at Reception No. 219003168 of the real property records of El Paso County, Colorado (the “Initial Covenants”).

B. A Declaration of Covenants, Conditions, Restrictions and Easements for Sterling Ranch Residential was subsequently recorded on February 14, 2019, at Reception No. 219016251 of the real property records of El Paso County, Colorado (the “Second Covenants”).

C. The Second Covenants mirror the Initial Covenants, other than the name of the document, and the Initial Covenants and the Second Covenants are recorded against the same properties.

D. The Initial Covenants and the Second Covenants (jointly, “the Covenants” and individually, “Declaration of Covenants”) have been amended to annex the same additional property into each Declaration of Covenants.

E. Declarant, acting as the “Interpretive Authority” pursuant to Section 15.24 of each Declaration of Covenants, desires to clarify the meaning and intent of the Covenants.

F. The Association desires to clarify the relationship between the Initial Covenants and the Second Covenants and to provide direction regarding the operation and administration of the property within Sterling Ranch Residential encumbered by the Initial Covenants and the Second Covenants.

**NOW THEREFORE**, the Association, as the homeowners association designated in both the Initial Covenants and the Second Covenants and the Declarant, as the Interpretive Authority under the Covenants, hereby clarify the Initial Covenants and the Second Covenants as follows:

1. Same Restrictions and Requirements. The Association and the Declarant each hereby acknowledges and affirms that the Initial Covenants and the Second Covenants are identical, other than the name, and that the Covenants contain and provide the same governance,

architectural requirements, living standards and restrictions, approval procedures, assessments and other requirements for Sterling Ranch Residential properties.

2. Annexation/Amendments. Annexation into either Declaration of Covenants will constitute annexation into the other Declaration of Covenants. Amendments to one Declaration of Covenants shall automatically constitute an amendment the other Declaration of Covenants such that the latest amendments shall govern Sterling Ranch Residential properties.

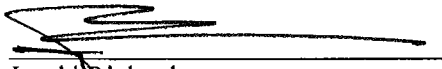
3. Assessments. The Initial Covenants and the Second Covenants each provide for annual budgets and assessments. The annual budgets and assessments provided and authorized by the Covenants reference one annual budget and a single annual assessment and/or one special assessment, as applicable, rather than dual annual budgets and dual common and special assessments under each Declaration of Covenants. A statement from the Association regarding the status of assessments and compliance with the Covenants will serve as a statement in satisfaction of both Covenants. The Association will not be required to issue two (2) separate statements pursuant to each Declaration of Covenants.

Except as clarified herein, the Declaration of Covenants shall each remain unchanged as of the Effective Date, and the Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the Association and the Declarant have each executed this Clarification as of the Effective Date.

ASSOCIATION:

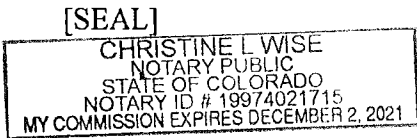
**STERLING RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.**  
a Colorado corporation

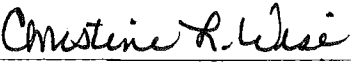
By:   
Name: Jerald Richardson  
Title: President

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

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2021, by Jerald Richardson, as President of **Sterling Ranch Residential Owners Association, Inc.**, a Colorado corporation.

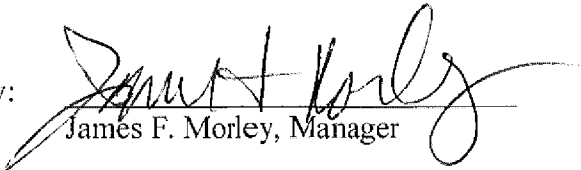
Witness my hand and official seal.



  
Notary Public  
My Commission Expires: 12-02-2021

DECLARANT:

**SR LAND, LLC,**  
a Colorado limited liability company

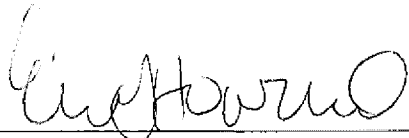
By:   
James F. Morley, Manager

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

The foregoing instrument was acknowledged before me this 5th day of March, 2021, by James F. Morley, as Manager of **SR LAND, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

[SEAL]

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: May 30, 2022

ERIC S HOWARD  
Notary Public  
State of Colorado  
Notary ID # 20144021884  
My Commission Expires 05-30-2022