

**DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

BY

**ROCKRIMMON LAND
COMPANY**

FOR

RAVEN HILLS

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
ROCKRIMMON SUBDIVISION, RAVEN HILLS**

THIS DECLARATION, made this Second day of May AD, 1969
by ROCKRIMMON LAND COMPANY,

W I T N E S S E T H:

WHEREAS, Rockrimmon Land Company is the owner of certain real property in the County of El Paso, State of Colorado, which is more particularly described in Exhibit A which is attached hereto and made a part of this declaration; and

WHEREAS, Rockrimmon Land Company desires to protect and enhance the value, desirability and attractiveness of said property for all parties having or acquiring any right, title or interest in the property described in said Exhibit A; and to this end, will convey the real property described in Article II subject to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Rockrimmon Land Company, in order to insure that the purposes of this declaration are carried out, has caused the incorporation under the laws of Colorado of Raven Hills Homeowners Association, a non-profit corporation with the power of administering and enforcing the covenants, conditions and restrictions and collecting hereinafter set forth;

NOW THEREFORE, Rockrimmon Land Company hereby declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupies subject to the following covenants, conditions, restrictions, easements, charges, and liens, hereinafter sometimes referred to collectively as "covenants and restrictions", all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These covenants and restrictions, shall run with said real property and shall be binding on all persons having or acquiring any right, title or interest in said property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

SECTION 1.

The following terms when used in this Declaration or any Supplement or Amendment thereto shall have the following meanings unless prohibited by the context:

- a. "Association" shall mean and refer to Raven Hills Homeowners Association.
- b. "Properties" shall mean and refer to the real property described in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.
- c. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members of the Association.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of the Common Area as heretofore defined.
- e. "Member" shall mean and refer to every person or entity who holds membership in the Association.
- f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee entered in any Lot which is a part of the Properties except an owner who holds title or interest in any said Lot merely as security for the performance of an obligation.
- g. "Declarant" shall mean and refer to Rockrimmon Land Company.
- h. "Developer" shall mean and refer to any person or entity who is the owner of two or more undeveloped Lots which he or it purchased directly from the Declarant.
- i. "Architectural Control Committee" shall mean the committee of three or more persons appointed by the Board of Directors of Raven Hills Homeowners Association to review and approve the plans for all improvements constructed on the Properties.

ARTICLE II - MEMBERSHIP

SECTION 1. Membership.

Every person or entity who is an Owner as hereinabove defined of any Lot which is subject to assessment by the Association shall be a member of the Association. When more than one person is a record Owner of a Lot, all such persons shall be members.

No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

SECTION 2. Classes of Membership.

The Association shall have two classes of membership:

Class A. All the Owners as defined in Section 1 of this Article II with the exception of the Declarant and any Developers shall be Class A members.

Class B. The Declarant and all Developers shall be Class B members.

ARTICLE III - VOTING RIGHTS

SECTION 1. Class A Members.

Those Class A members holding an interest in any one Lot shall collectively be entitled to one vote for said Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 2. Class B Members.

The Class B members shall be entitled to three votes for each Lot in which they hold the interest required for membership by Section 1 of Article II, provided that the Class B membership shall cease and become converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

b. On December 31, 1973.

ARTICLE IV - ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Annexing Additional Property.

Except as provided in Section 2 of this Article, additional property shall be annexed to the Properties only by a two-thirds (2/3) vote of the votes represented by the Class A members and a vote of two-thirds (2/3) of the votes of the Class B members, if any, at a meeting of the members, written notice of which setting forth the fact that the question of annexation shall be considered shall be sent to all members not less than fifteen (15) nor more than fifty (50) days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum to vote on the annexation question. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at each subsequent meeting shall be one-half of the required quorum of the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 2. Developing Additional Property.

If within 5 years of the date of incorporation of the Association, the Declarant should develop additional lands within the area described in Exhibit B which is attached hereto and made apart hereof, such additional lands may be annexed to the Properties without the assent of the Class A and B members by the Declarant recording a Certificate of Annexation in substantially the same form as attached hereto as Exhibit C, specifically describing said lands. On the date and at the time said Certificate is recorded, said lands shall be deemed apart of the Properties, provided, however, that the development of the additional lands described in Exhibit B shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of the additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If the Federal Housing Administration and the Veterans Administration determine that such detailed plans are in accordance with the general plan on file, the Director of the Department of Housing and Urban Development, Federal Housing Administration, in Denver, Colorado, and the Chief of the Construction and Valuation Section of the Veterans Administration Certificate of Annexation. If the Federal Housing Administration and the Veterans Administration determine that such detailed plans are not in accordance with the general plan on file and so advises the Association

and the Developer, the development of the additional lands shall be made only upon a two-thirds (2/3) affirmative vote of the vote represented by the Class A members who are voting in person or by proxy at a meeting of the members, written notice of which setting forth the fact that the question of development shall be considered shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A membership shall constitute a quorum to vote on the issue of development. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE V - PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. Title to Common Area.

The Declarant agrees to convey title to the Common Area to the Association free and clear of all liens and encumbrances prior to the conveyance of the first Lot.

SECTION 2. Members' Easements of Enjoyment.

Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- a. The right of the Association, as provided in its Articles of Incorporation and By-Laws, to suspend the voting rights and right to the use of the Common Area and any recreational facilities thereon of a Member or members of his family for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- b. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Area and to limit the number of guests of the members using the Common Area; and
- c. The right of the Association to dedicate or transfer all or any part of the Common Area or appurtenance thereunto belonging to any public agency, authority, or utility for such purposes

and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purpose or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 15 days not more than 50 days in advance.

d. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage or otherwise encumber said Common Area and its appurtenances and the rights of the person so secured by said Common Area shall be subordinate to the rights of the Owners hereunder;

SECTION 3. This section intentional left blank.

SECTION 4. Enjoyment of the Common Area.

Any Member may, in accordance with the By-Laws, share his right of enjoyment to the Common Area with the members of his family or delegate it to his tenants or contract purchasers provided they all reside on the property.

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Personal Obligation for Assessment.

The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot, except those exempt under Section 10 of this Article, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessment for capital improvements, such assessments to be established and collected from time to time by the Association as hereinafter provided. The annual and special assessments, together with such interest thereon, cost of collection and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Association may bill and collect said annual assessments on a monthly or quarterly rather than an annual basis if it so desires.

SECTION 2. Purpose of Assessments.

The assessments levied by the Association upon the Lots shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties and in particular for the improvement and maintenance of improvements, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

SECTION 3. Basis and Maximum of Annual Assessments.

Each Lot shall, as hereinafter provided, be subject to an annual assessment of not more than \$60.00. The Board of Directors shall fix the annual assessment within this amount and may raise or lower said annual assessment within said maximum as they deem necessary in their discretion. From and after January 1, 1970, the maximum annual assessment may be increased or decreased by the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting of the Members, written notice of which setting forth the fact that the questions of the change in the assessment limit shall be considered shall be sent to all Members not less than 15 days nor more than 50 days in advance of the meeting.

SECTION 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any fiscal year, a special assessment applicable to that year only which may be collected on a monthly basis, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the meeting of the members, written notice of which setting forth the fact that the question of the imposition of a special assessment shall be discussed, shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting.

SECTION 5. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all classes of Lots, provided that, the rate set for unimproved Lots owned by the Declarant or any Developer shall be fixed at two-thirds (2/3) the assessment rate for the improved Lots.

SECTION 6. Quorum for any Action Authorized Under Sections 3 and 4.

The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows: At the first meeting called, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting another meeting may be called, subject to the notice requirements set forth in Sections 3 and 4 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. Board of Directors shall fix the amount of the annual assessment at least 30 days advance of said commencement date and for any change in the annual assessment shall not be effective for 30 days following its approval. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish to any person with respect to a particular Lot a certificate in writing signed by an officer of the Association, setting forth the amount of the annual and special assessments on said Lot and whether said assessments are current. A reasonable charge may be made by the Association for the issuance of the certificates. Such certificates shall be conclusive evidence of the facts stated therein.

SECTION 8. Assessment Lien.

Assessments levied upon Lots shall be a perpetual lien upon said Lots until such assessments and any interest, penalties and charges which may accrue thereon shall have been paid or the conditions occur as hereinafter provided; but such liens shall be subordinate to the lien of any trust deed or mortgages. Sale or transfer of any Lot shall not affect the assessment Lien. However, the sale or transfer of any Lot which is subject to any trust deed or mortgage, pursuant to a decree of foreclosure under such trust deed or mortgage or any proceeding resulting from a default on the trust deed or mortgage and had in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 9. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid

within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 8 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 10. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- a. All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;
- b. The Common Area.

ARTICLE VII - PARTY WALLS

SECTION 1. General Rules of Law to Apply.

Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding

liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing.

Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. Arbitration.

In the event of any dispute arising concerning a party wall, or under the provisions of this Article which can not be resolved by the parties, then the dispute shall be submitted to arbitration, each party choosing one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved and binding on all parties.

ARTICLE VIII - ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Appointment Duties.

The Board of Directors shall appoint six persons who need not be Members of the Association to serve as the Architectural Control Committee, to serve at the pleasure of the Board. It shall be the duty of the Architectural Control Committee and it shall have the power by the exercise of its best judgment to see that all structures, improvements, construction, decorating and landscaping on the Properties conform to and harmonize with the existing surroundings and structures. For convenience, the Architectural Control Committee shall hereinafter sometimes be referred to in this Article VIII as the "Committee".

SECTION 2. Review by Committee.

No structure, whether residence, accessory building, tennis court, swimming pool, antennae whether on a structure or on a Lot, flag poles, fences, walls, house numbers, mail boxes, exterior lighting, or other improvements, shall be constructed or maintained upon any Lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed

unless complete plans, specifications, and lot plans therefor, showing the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications and lot plans as finally approved, deposited with the Architectural Control Committee.

SECTION 3. Procedure.

The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the members of the Architectural Control Committee is required for approval or disapproval of proposed improvements. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all action taken. In approving or disapproving the plans submitted to it, the Architectural Control Committee shall take into consideration the design, style and construction of the proposed building or alteration, its location on the lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine whether such proposed building is consistent with the general terrain, the architecture of other buildings located upon the Properties subject to this Declaration and whether or not the construction or alteration of said building will adversely affect or decrease the value of other Lots because of its design, location, height or type of material used in construction. The Committee may make reasonable requirements of the Lot Owner, including the submission of additional plans, to insure conformance of such building when erected with these restrictions and covenants and the plans submitted and approved. The Committee may require such changes as may be necessary to conform to the general purposes as herein expressed.

The Committee shall have authority to grant variances from the provisions of this declaration in cases of irregularly shaped lots, unusual terrain, or other conditions wherein the strict enforcement of these restrictions would result in unusual hardship. The Committee shall be the sole and exclusive judge of whether or not said hardship exists.

Whenever the committee disapproves of any proposed plans or specifications, it shall state in writing its reason for such disapproval in general terms so that the objections can be met by alterations acceptable to the Committee.

All plans submitted to the Committee shall be left on file with the Committee.

It is the intent of these declarations that the Committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for an arbitrary abuse of its discretion or an excess of its authority.

The Committee shall resolve all questions of interpretation. They shall be interpreted in accordance with their general purpose and intent as herein expressed.

SECTION 4. Liability of Committee.

The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Lot Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

ARTICLE IX - EXTERIOR MAINTENANCE

SECTION 1. Landscaping.

The Owner of each Lot shall maintain the structures on and grounds and landscaping thereof in a neat and attractive manner. Upon the Owner's failure to do so, the Board of Directors may, at its option, after giving the Owner thirty (30) days written notice, have the grass, weeds, trees, shrub and other vegetation cut or trimmed when, and as often as, the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any Lot to maintain the beauty of the Properties.

SECTION 2. Structural.

Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance the Board of Directors may, at its option, after giving the Owner six (6) month's written notice, make repairs to and improve the appearance of such structure in a reasonable and workmanlike manner.

SECTION 3. Assessment of Cost.

The cost of such maintenance referred to in Sections 1 and 2 above shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the monthly maintenance assessment or charge to which such Lot is subject under Article VI hereof.

SECTION 4. Access at Reasonable Hours.

For the purpose solely of performing the maintenance referred to in Sections 1 and 2 of this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any structure situate thereon at reasonable hours on any day except Sunday.

ARTICLE X - USE RESTRICTIONS, COVENANTS AND EASEMENTS

The following restrictions, covenants and easements are imposed uniformly upon the Properties and the use thereof as a common scheme for the benefit of each Lot and the Common Area may be enforced by the Association or any Lot Owner.

SECTION 1. Land Use, Building Type and Occupancy.

All Lots unless otherwise designated in the recorded plot, shall be used for residential purposes only. With respect to those Lots to be used for residential purposes, no building shall be erected, altered, placed or permitted to remain on any Lot other than, one detached single family dwelling not to exceed 35 feet or two stories in height. No building shall be permitted on any Lot unless such building has been duly constructed thereon and the removal of dwellings or structures for other locations to any Lot shall not be permitted. A private garage for not less than two cars shall be provided with each single family dwelling and in accordance with the set back requirements herein contained.

SECTION 2. Lot Size and Subdivision.

No Lot or building site in the Properties shall be less than 8000 * square feet in total area and no further subdivision or resubdivision of any Lot or combination of Lots as show on a recorded plot shall be permitted except upon prior written approval of the Architectural Control Committee.

****Note: Corrected December 15, 1969 to read 7000 square feet. Amendment approved by F. H. A., V. A. and 90% of Lot owners. Recorded February 5, 1970, El Paso County, Colorado, Book 2329, Pages 836 through 841.***

SECTION 3. Building Size.

No dwelling shall be permitted on any Lot in which the finished living area of the main structure exclusive of basements, open porches and garages shall be less than the following:

- a. 1350 total square feet in a one story house;
- b. 1350 square feet in two floors of a bi-level house;
- c. 1600 total square feet in a tri-level or a two story house.

SECTION 4. Building Location.

No building shall be located on any Lot or building site nearer to the front lot line or nearer to the side street lines than shall be allowed by the applicable zoning ordinances of the City of Colorado Springs, Colorado, but in any event, no building shall be located on any lot nearer than 20 feet to the front lot line nor nearer than 5 feet to any side or rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of the building.

SECTION 5. Construction.

Construction of a dwelling upon each Lot must be completed within two years from the date of sale by the Declarant to the first purchaser thereof. In the event said construction is not reasonably completed within aforementioned period of time, the Declarant is expressly granted the option to repurchase * the Lot at the original sales price less 10% as liquidated damages to the Declarant by reason of the failure of the Owner to perform his obligation under the terms and provisions of these covenants. Such option to purchase shall commence from the date of the breach of this covenant by the Owner and it shall extend for a period of one year after said date. In the event such option is not exercised within said period of time by the Declarant, then such option shall be null, void and of no further force and effect. The failure of Declarant to exercise its option to repurchase hereunder from one Owner who breaches this construction covenant shall not be considered a waiver of its right to exercise such repurchase option with respect to other Owners who breach this construction option. It is the intention of this Section 5 that the sale of Lots to Owners shall be for the purposes of construction of single family residences thereon within a reasonable period of time and this covenant shall be deemed an essential part of the consideration for all conveyances made by the Declarant from and after the date hereof.

****Note: Option to Repurchase has been waived. See Recorded Waiver Attached to this document.***

SECTION 6. Building Costs.

No dwelling shall be permitted to be constructed on any Lot at a cost of less than \$16,000.00 based on the average costs for labor, material and services required in the construction of single

family residences during the calendar year 1969.

SECTION 7. Building Construction.

All buildings erected on the Properties shall be designed and constructed in accordance with the following standards:

- a. Roof material shall be shake or cedar variety wood shingles unless a different material is approved by the Architectural Control Committee.
- b. Overhang of roof shall be at least 2 feet, unless 3 lesser overhang is approved by the Architectural Control Committee.
- c. Gutters are not required; however, a minimum of three feet overhang shall be provided if gutters are not installed. Gutters and downspouts where used shall be painted to blend with earth tone colors of dwelling.
- d. No package chimneys are allowed. Chimney facing shall be stone or earth tone brick varieties as noted below.
- e. Only earth tone colors shall be used on exterior siding or garage doors.
- f. Garage doors shall be wood or wood composition and be of plain design.
- g. All exterior walls shall be constructed of wood, stone, stucco or the following types of brick: sand brick, clinker brick and bricks without a sheen appearance, brick of a color that blends with natural surroundings. Standard red brick is an example of a disapproved material. Only two combinations of the allowed materials may be used unless prior approval of the Architectural Control Committee is obtained.
- h. Only two or three car sized attached garages are allowed. Carports or detached garages permissible at rear of house.
- i. Houses to be a minimum of 1350 square feet in the \$20,000.00 and up price range including lot, the typical being a one-plus story dwelling, consisting of five rooms, one and one-half baths, with a limitation on two-story homes to be placed only on alternate lots and on lots where topograph of lot or lot facing does not distract from the esthetics of the community.

j. All exposed concrete on all buildings must be stuccoed.

SECTION 8. Fences or walls.

a. Fences or walls shall be allowed only in the rear portion of a Lot extending from the front house line and must be tied into the rear Lot line or fence on the rear Lot line, if any. In the case of corner lots, no fencing shall be closer to the side lot line on the street side than the house side rear setback line.

b. All fences shall be constructed of natural colored wood or of color or material of house.

c. All walls shall be constructed of stone stucco or brick of a variety allowed for the construction of exterior walls of dwellings.

SECTION 9. Landscaping.

a. No existing trees or rocks shall be removed from the Lot unless required in construction of the dwelling or unless approved by the Architectural Control Committee.

b. No hedge, tree or shrub planting shall be placed which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same side line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement.

SECTION 10. Easements.

Easements for the installation and maintenance of fences, utilities, and drainage facilities are reserved on, over and under a strip of ground 5 feet wide along each side Lot line and on, over and under a strip of ground 6 feet wide along each rear Lot line in a recorded subdivision of the Properties.

SECTION 11. Trash.

No garbage, refuse, rubbish, or cuttings shall be deposited on any Street, Road or Common Area and not on any Lot unless placed in a suitable container. The burning of trash in outside incinerators, barbecue pits or the like, is prohibited, it being intended that all refuse, trash, garage and the like shall be hauled from the Properties. Garbage cans are to be inside garages, behind

decorative fencing or otherwise hidden from view to the street.

SECTION 12. Storage of Building Materials.

No building material of any kind or character shall be placed upon any Lot except in connection with construction or maintenance approved by the Architectural Control Committee. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted.

SECTION 13. Commercial Enterprises, Nuisances.

No manufacturing or commercial enterprises shall be conducted or maintained upon, in front of or in connection with any Lot or Lots. No noxious or offensive activity shall be carried on upon any Lot, street, road or Common Area, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

SECTION 14. Commercial Vehicles, Campers, Trailers.

No commercial type vehicles and no trucks shall be stored or parked on any Lot except in a closed garage, nor parked on any street, road or Common Area except while engaged in transport to or from a dwelling or the Common Area. For the purposes of this restriction, a truck having a 3/4 ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. Campers and trailers shall be parked or stored at the rear of Lot out of sight of street or kept in garage.

SECTION 15. Free-standing Mailboxes.

All free-standing mailboxes shall be of a wood design and construction approved by the Architectural Control Committee.

SECTION 16. Animals.

No person shall be allowed to keep, breed or raise chickens, turkeys, cattle, horses, sheep, goats, swine, rabbits or other domestic farm or barnyard animals or fowl on any Lot or other portion of the Properties, or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping dogs, cats or other household pets on any Lot, provided they are not kept, bred or raised for any commercial purpose. Horses may be ridden in the Common Area as specified by the Board of Directors. In the event an Owner temporarily hobbles a horse in the Common Area, he shall be responsible to clean up the area utilized.

SECTION 17. Temporary Residences.

No structure of temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, and no used structure of any sort shall be moved into any Lot.

SECTION 18. Signs.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder, developer or subdivider to advertise the property during construction, development and sales period.

SECTION 19. Outside Clothesline, Aerials, Antennas, Carports, Patio Covers and other Similar Structures.

Outside, aerials, clotheslines, antennas or aerials, whether on buildings or free standing, carports and patio covers or similar structures shall not be allowed unless approved by the Architectural Control Committee. All such approved structures shall be located out of view of the street.

SECTION 20. Service Areas.

Drying yards, service yards, wood piles or storage areas shall be so located so as not to be visible from a street or road. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of the adjacent property.

Ornamental post lights shall be designed to be in keeping with the lighting fixtures at the Street or Road corners.

SECTION 21. Removal of Trees.

The removal of trees shrubs and other improvements from the Common Property shall be prohibited.

SECTION 22. Motor Vehicles.

a. No motor vehicles owned or leased by Owners of Lots in the Properties shall be parked or maintained on any street within the Properties. Parking of all other motor vehicles not owned or leased by Owners of Lots in the Properties may be permitted only on certain portions of the street within the Properties as designated by the Developer and the Association as guest parking.

b. All unused motor vehicles of any kind, except as hereinabove provided, shall not be stored or parked on any Lot, except in a closed garage. "Unused vehicle" shall be defined as any motor

vehicle which has not been driven within a 35 day period.

c. No motor vehicle shall be driven in the Common Area except as authorized by the Association.

SECTION 23. Repainting and Maintenance.

Repainting and Maintenance of house, garage, fence or other structure shall be in accordance with the original scheme established for the area by the Architectural Control Committee.

SECTION 24. Garage Doors.

Garage doors are to be kept closed at all times, except when not in immediate use for ingress and egress of motor vehicles, equipment and the like.

SECTION 25. Water Use.

Declarant's immediate predecessor in title, the Golden Cycle Corporation, has reserved unto itself any ground waters occurring beneath the surface of the Properties and the Common Area and the right to develop and use said ground waters. Accordingly, no water shall be withdrawn from said source or sources by any Lot Owner, his heirs, assigns or successors or by the Association or its successor or assigns for any use whatsoever, and the sole source of supply for the Properties, Lots and Common Area for all purposes shall be from the water works system of the City of Colorado Springs, Colorado. This covenant prohibiting any use by any Lot Owner, his successors, heirs or assigns, or by the Association and its successors and assigns of any ground waters occurring beneath the Properties or the Common Area shall run with and be a burden thereon for the benefit of that portion of Section 7, Township 13 South, Range 66 West of the sixth Principal Meridian except the North East quarter thereof, outside the boundaries of the Property described in Exhibits A and B to this declaration, so long as Golden Cycle retains title to any part thereof.

SECTION 26. Common Area Utility Lines.

The Declarant or its nominee shall have the right to construct, operate and maintain water, sewer, gas and telephone lines on, over and across the Common Area as may be required for the development of area adjacent to the Properties. Said utility lines shall be located in delineated rights-of-way reserved by the Declarant from its conveyance of the Common Area to the Homeowners Association or designated by the Declarant in writing and delivered to the Homeowner's Association prior to construction and use. The Declarant shall coordinate the use of the Common Area for utility purposes with the use of the Common Area by the Homeowner's

Association and its members.

SECTION 27. Conflict with Zoning.

In the event the terms and conditions of this declaration conflict with the applicable zoning laws, then the higher standard shall control.

ARTICLE XI - GENERAL PROVISIONS

SECTION 1. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years.

SECTION 2. Amendments.

These covenants and restrictions of this Declaration may be amended during the first twenty years from the date of the Declaration, by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment, to become effective and enforceable, must:

- a. So long as there is a Class B membership, be first approved by the Federal Housing Administration and the Veterans Administration;
- b. Be properly recorded in El Paso County, Colorado.

SECTION 3. Enforcement.

The Association or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

EXHIBIT A

To Declaration of Covenants, Conditions and Restrictions Rockrimmon Subdivision, Raven Hills

That portion of the Northwest Quarter of the Southeast Quarter of Section 7, the Northeast Quarter of the Southwest Quarter of Section 7, and the South One-half of the Northwest Quarter of Section 7, all in Township 13 South, Range 66 West of the 6th P.M. described and bounded as follows: Commencing at the center of said Section 7; thence South 0°00'09" East on the West line of the Southeast Quarter of said Section 7 on a bearing to which all others in this description are relative, 60.00 feet to the Southerly line of State Highway No.164 also known as Woodmen Road, said point being the true point of beginning of the tract to be described hereby; (1) thence North 89°36'07" East on the Southerly line of said Woodmen Road, 12.35 feet; (2) thence South 14°42'58" East, 260.05 feet to the point of curve of a curve to the left; (3) thence on the arc of a curve to the left, which curve has a central angle of 33°51'02", a radius of 430.00 feet, an arc distance of 254.05 feet; (4) thence South 48°34'00" East, tangent to the last mentioned curve, 291.21 feet; (5) thence South 41°26'00" West, 80.00 feet; (6) thence North 48°34'00" West, 170.42 feet; (7) thence South 41°26'00" West 185.12 feet; (8) thence South 83°06'00" West, 170.00 feet; (9) thence North 53°12'00" West, 50.00 feet; (10) thence South 62°26'00" West, 85.00 feet; (11) thence North 62°12'00" West 50.00 feet; (12) thence North 11°08'00" East, 98.40 feet; (13) thence North 25°24'37" West, 106.31 Feet; (14) thence South 72°31'00" West, 120.00 feet; (15) thence North 83°58'00" West, 95.00 feet; (16) thence North 63°34'00" West 78.00 feet; (17) thence North 27°00'00" West, 56.00 feet; (18) thence North 41°52'00" West, 68.00. feet; (19) thence North 56°22'00" West, 90.00 feet; (20) thence North 40°12'00" West, 85.00 feet; (21) thence North 34°13'00" West, 151.00 feet; (22) thence North 47°42'00" West, 75.00 feet; (23) thence North 59°05'00" West, 116.00 feet; (24) thence North 22°00'00" West, 27.00 feet; (25) thence North 48°34'30" West, 178.30 feet; (26) thence South 58°48'00" West, 74.00 feet to the point of curve of a non-tangent curve to the right; (27) thence on the arc of a curve to the right, which curve has a central angle of 57°46'00", a radius of 110.00 feet, an arc distance of 110.90.feet, the chord of said curve bears North 2°19'00" West, a chord distance of 106.27 feet; (28) thence North 63°26'00" West, radial to the last mentioned curve, 143.64 feet; (29), thence North 0°00'00" East, 86.50 feet; (30) thence North 10°05'00" West, 15.00 feet; (31) thence South 79°55'00" West, 106.78 feet to intersect the arc of a curve to' the left; (32) thence on the arc of a curve to the left, which curve has a central angle of 53°07'49". a radius of 50.00 feet, an arc distance of 46.36 feet, the chord of said curve bears North 73°31'06" West, a chord distance of 44.72 feet; (33) thence South 79°55'00" West, tangent to the last mentioned curve

50.00 feet; (34) thence South 10°05'00" East, 50.00 feet; (35) thence South 79°55'00" West, 210.00 feet; (36) thence North 10°05'00" West, 49.43 feet; (37) thence South 79°55'00". West, 50.00 feet (38) thence South 73°52'00" West, 145.03 feet; (39) thence North 57°00'00" West, 36.00 feet; (40) thence North 15°30'00" East, 90.00 feet; to intersect a curve to right; (41) thence on the arc of a curve to the right, which curve has a central angle of 6°55'00" a radius of 305.00 feet. an arc distance of 36.82 feet, the chord of said curve bears North 71°02'30" West, a chord distance of 36.80 feet (42) thence North 22°25'00" East, 60.00 feet; (43) thence North 9° 52'00" East, 58.00 feet; (44) thence North 18°05'00" West, 150.00 :feet; (45) thence North 58°27'00" West, 94.00 feet; (46) thence North 17°44'00" East, 81.07 feet; (47) thence North 81°46'00" East, 87.52 feet; (48) thence North 34°00'00" East, 165.00 feet (49) thence North 58°08'00" East, 200.00 feet; (50) thence North 0°00'00" East, 205.00 feet; (51) thence North 90°00'00" East, 65.00 feet (52) thence South 63°08'00" East, 476.48 feet (53) thence North 51°035'00" East, 112.46 feet to the Southerly line of the aforementioned Woodmen Road; (the following Courses 54 to 62 are along the Southerly and Westerly line of said Woodmen Road); (54) thence South 60°14'26" East, 207.51. feet; (55) thence South 71°50'09" East, 445.29 feet; (56) thence South 62°29'21" East, 17.35 feet; (57) thence South 35°35'21" East, 123.69 feet; (58) thence South 32°24'20" East, 109.98 feet; (59) thence South 22°37'39" East, 198.55 feet; (60) thence South 14°42'58" East, 428.78 feet; (61) thence South 65°39'38" East, 73.05 feet to intersect the West line of the Southeast Quarter of said Section 7; (62) thence North 0°00'09". West, on said West line 5.14 feet more or less to the point of beginning. Said tract contains 42.4708 Acres more or less.

EXHIBIT B

To Deceleration of Covenants, Conditions and Restrictions Rockrimmon Subdivision, Raven Hills

That portion of the Northwest quarter of Section 7, the Northwest Quarter of the Southeast Quarter of Section 7, the Southwest Quarter of Section 7, Township 13 South, Range 66 West of the 6th P. M. , that portion of the South Half of Section 12, and that portion of the South Half of the South Half of the Northwest Quarter of Section 12, Township 13 South Range 67 West of the 6th- P. M. , all in the City of Colorado Springs, El Paso County, Colorado, described as follows: Commencing at the center of said Section 7; thence South 00°00'09" East on the West line of the Southeast Quarter of said section 7, 65.14 feet to the Southerly line of State Highway No. 164, known as Woodmen Road; thence North 65°39'38" West, on said Southerly line, 34.42 feet to the point of beginning of the tract to be described hereby; thence South 14°12'58" East, 204.42 feet; thence on the arc of a curve to the left, which curve has a central angle of 33°51'02", a radius of 600.00 feet, an arc distance of 354.48 feet; thence South 48°34'00" West, tangent to the last mentioned curve 90.00 feet; thence South 41°26'00" West, 122.00 feet; thence South 81°14'00" West, 178.00 feet; thence South 13°18'00" West 187.00 feet; thence South 28°14'00" West, 53.00 feet; thence South 58°12'00" West, 175.00 feet; thence South, 15°20'00" West, 44.53 feet; thence South 04°32'00" East, 197.67 feet; thence South 77°33'49" West to the tangent of a curve to the right; thence on the arc of a curve to the right, which curve has a central angle of 7°54'11", a radius of 800.00 feet, an arc distance of 110.35 feet; thence South 85°28'00" West, tangent to the last mentioned curve, 2231.11 feet; thence on the arc of a curve to the right, which curve has a central angle of 24°22'00", a radius of 2100.00 feet, an arc distance of 893.08 feet; thence North 70°10'00" West, tangent to the last mentioned curve, 679.29 feet; thence on the arc of a curve to the left, which curve has a central angle of 34°45'00", a radius of 3900.00 feet, an arc distance of 2365.36 feet; thence South 75°05'00" West, tangent to the last mentioned curve, 229.35 feet; thence on the arc of a curve to the right, which curve has a central angle of 11°30'00", a radius of 3100.00 feet, an arc distance of 622.21 feet; thence North 3°25'00" West, 60.00 feet; thence North 22°40'00" West, 786.00 feet; thence North. 28°10'00" East, 623.00 feet; thence North 85°30'00" East, 1013.54 feet; thence South 72°06'00" East, 967.21 feet to the Northwest corner of the Southeast Quarter of said Section 12; thence North 88°51'12" East on

the North line of said Southeast Quarter, 2597.73 feet to the Northeast corner thereof; thence North $00^{\circ}16'30''$ West on the West line of the Northwest Quarter of the aforementioned Section 7, 1807.45 feet to the Southerly line of the aforementioned Woodmen Road; (the remaining courses in this description are alone the Southerly line of said Woodmen Road) thence South $64^{\circ}45'48''$ East, 693.61 feet; thence South $68^{\circ}20'43''$ East, 269.60 feet; thence South $68^{\circ}25'29''$ East, 513.30 feet; thence South $60^{\circ}14'26''$ East, 607.51 feet; thence South $71^{\circ}50'09''$ East, 445.29 feet; thence South $62^{\circ}29'21''$ East, 17.35 feet; thence South $35^{\circ}35'21''$ East, 123.69 feet; thence South $32^{\circ}24'20''$ East, 109.98 feet; thence South $22^{\circ}37'39''$ East 198.55 feet; thence South $14^{\circ}42'58''$ East, 428.78 feet; thence South $65^{\circ}39'38''$ East, 38.63 feet to the point of beginning and containing 278.558 Acres, more or less.

EXHIBIT C

CERTIFICATE OF ANNEXATION

Pursuant to Section 2, Article IV of the Declaration of Covenants and Restrictions dated the day of _____, 19__, and recorded the ____day of_____,19__, in Book _____at page____of the records in the office of the Recorder of El Paso County, Colorado, the Declarant hereby annexes additional lands to the Properties under the terms of said Declaration of Covenants and Restrictions and said lands to be annexed are described as follows, to wit:

Dated this _____day of _____, 19__ .
ROCKRIMMON LAND COMPANY

By:_____.
President
Declarant

ATTEST:

Secretary

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

The foregoing instrument was acknowledged before me this _____day of _____, 19__, by _____as President and _____as Secretary of Rockrimmon Land Company, a Colorado Corporation.

My commission expires _____ .

Notary Public

This Certificate of Annexation is approved under the provisions of Section 2, Article IV

of the Declaration of Covenants and Restrictions dated the _____ day of _____, 19 __, and recorded the _____ day of _____, 19 __, in Book at page _____.

FEDERAL HOUSING ADMINISTRATION

By: _____.

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

The foregoing instrument was acknowledged before me this _____ day of _____, 19 __, by _____.

My commission expires _____ .
Witness my hand and official seal.

Notary Public

VETERANS ADMINISTRATION

By: _____.

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

The foregoing instrument was acknowledged before me this _____ day of _____, 19 __, by _____.

My commission expires _____ .
Witness my hand and official seal.

Notary Public

Note: The original, 33 page document was recorded in El Paso county on May 2, 1969, Book 2289, Page 491 through Page 523.

**WAIVER OF OPTIONS
TO REPURCHASE**

THIS WAIVER, executed this 21st. day of May 1971, by ROCKRIMMON LAND COMPANY, a Colorado corporation, for the sole use and benefit of THE PRESENT OWNERS OF LOTS IN RAVEN HILLS FILING NO. 1, RAVEN HILLS FILING NO.2, ROCKRIMMON SUBDIVISION, City of Colorado Springs, El Paso County, Colorado, their successors and assigns, and for all other "Owners" of "Properties" as defined in that "Declaration of Covenants, Conditions and Restrictions" dated May 2, 1969, recorded in the records of El Paso County May 2, 1969, at Book 2289, Page 491, as amended by "Amendment to Covenants" dated December 15, 1969, recorded in the records of El Paso County February 15, 1970, at Book 2329, page 836, and referred to in that "Certificate of Annexation" dated July 21, 1970, recorded in the records of El Paso County September 29, 1970, at Book 2367, Page 120.

WHEREAS, said Rockrimmon Land Company, under the terms of Section 5, Article X, of said "Declaration of Covenants, Conditions and Restrictions" was granted an option to repurchase any "Lot", as defined therein, in the event construction of a dwelling on such "Lot" is not substantially completed within two years from the date of sale by said Rockrimmon Land Company to the first purchaser thereof; and

WHEREAS, said Rockrimmon Land Company is the present owner of said options to repurchase and has determined that it should waive, release and forever relinquish any and all such options, since such option provisions have served the purpose for which they were originally intended;

NOW THEREFORE, said ROCKRIMMON LAND COMPANY does hereby execute this waiver, which shall be deemed effective when recorded in the records of El Paso County, Colorado, and hereby WAIVES, RELEASES and RELINQUISHES any and all options to repurchase heretofore or hereinafter created by Article X, Section 5 of said "Declaration of Covenants, Conditions and Restrictions" recorded in the records of El Paso County May 2, 1969 at Book 2289, Page 491, as amended and annexed from time to time.

THIS WAIVER shall not modify or affect any other or additional terms of said "Declaration of Covenants, Conditions and Restrictions", including the other provisions of said Section 5, Article X, if any, and is intended to create only one result which is to relinquish forever any option of Rockrimmon Land Company, its successors and assigns, to repurchase any "Lot" solely by

Executed by the undersigned duly authorized official of Rockrimmon Land Company the day and year first above written.

ROCKRIMMON LAND COMPANY

By: /S/ Frank J. Parisi
President

ATTEST:

/S/ Vernon J. Cross
Secretary

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

The foregoing WAIVER of Options to Repurchase was acknowledged before me this 21st day of May, 1971 by Frank J. Parisi President of Rockrimmon Land Company, a Colorado Corporation. WITNESS my hand and official seal.

/S/ Florence B. Phillips
Notary Public Florence B. Phillips

My commission expires January 26, 1975