

**Amendments Declaration of Covenants and Restrictions of Running
Brook Estates Subdivision**

As voted in 2020 by Members

Revision to Article VI, Section 1, Subsection I:

(I) **Animals.** No animals shall be raised or bred on any lot for commercial reasons.

1. Household pets of no more than four (4) total cats and/or dogs will be allowed.
2. No more than four (4) total of any combination of the following animals may be maintained on any lot. All animals must be maintained according to county rules and regulations. Animal shelters and numbers must conform to Article VI, Section 1, Subsection O, except where noted herein.
 - a. Horses
 - b. Alpacas
3. No more than eight (8) Chickens are allowed on any lot. Roosters are prohibited. One chicken coop of no more than 50 square feet placed according to county setbacks and regulations is allowed.
4. No pigs, goats, cows, sheep, llamas, mules, burros, or other livestock will be allowed.
5. 4-H or 4-H like projects for sheep and ducks can be allowed for a short period of time, to be determined by the Board. Prior approval by the Board, in writing, is required. No Cows or Pigs will be allowed due to county regulations.

Revision to Article VI, Section 1, Subsection K:

(K) **Refuse and Rubbish.** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No Single-Family Lot or any portion of the Common Areas shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Burning of trash will not be permitted. No trash container or trash storage facility shall exceed 96 gallons in size.

Revision to Article VI, Section 1, Subsection N:

(N) **Fencing.** All fencing on road frontages must be made of wood, stone, wrought iron, or vinyl PVC as approved by the Architectural Review Committee (ARC). Other fencing materials which may be developed in the future must be approved by the ARC. Fencing on all other boundaries must be of new construction; wire fences may be woven or barbless. That is, neither chain link nor barbed wire is allowed. Posts must be spaced on a maximum of one (1) rod (a rod equals 16.5 feet). Fences may not

obstruct easements which are a part of the Common Areas or property line and road easements as required by Elbert County. All fences shall be maintained and in good repair.

Revision to Article VI, Section 1, Subsection O:

(O) **Number and Location of Buildings.** No building of structures shall be placed, erected, altered or permitted to remain on an Single-Family Lot other than:

1. One single-family dwelling house with an attached garage; and
2. Up to two (2) Service-type out buildings; and
 - a. Any outbuilding shall abide by Elbert County set-back rules and all other Elbert County regulations;
 - b. That the buildings shall be constructed in a manner that is compatible with the architectural scheme of the single-family dwelling and approved by the ARC. Greenhouses need not conform in architectural scheme.
 - c. Any outbuilding constructed to house horses shall be constructed in such a manner that each horse stall shall consist of a minimum of 100 square feet;
 - d. Said structure shall provide adequate storage for hay, feed, and grain. There shall be no outside storage of said materials allowed except in an emergency situation and for a short period of time not to exceed thirty (30) days.
3. One (1) single story Service-type out building of under 120 square feet;
 - a. Any outbuilding shall abide by Elbert County set-back rules and all other Elbert County regulations;
 - b. That the buildings shall be constructed in a manner that is compatible with the architectural scheme of the single-family dwelling and approved by the ARC. Greenhouses need not conform in architectural scheme.

All other provisions of the Declarations of Covenants, Conditions and Restrictions of Running Brook Estates Subdivision, except as herein modified, are reaffirmed by the Declarant.

Running Brook Estates Community Association

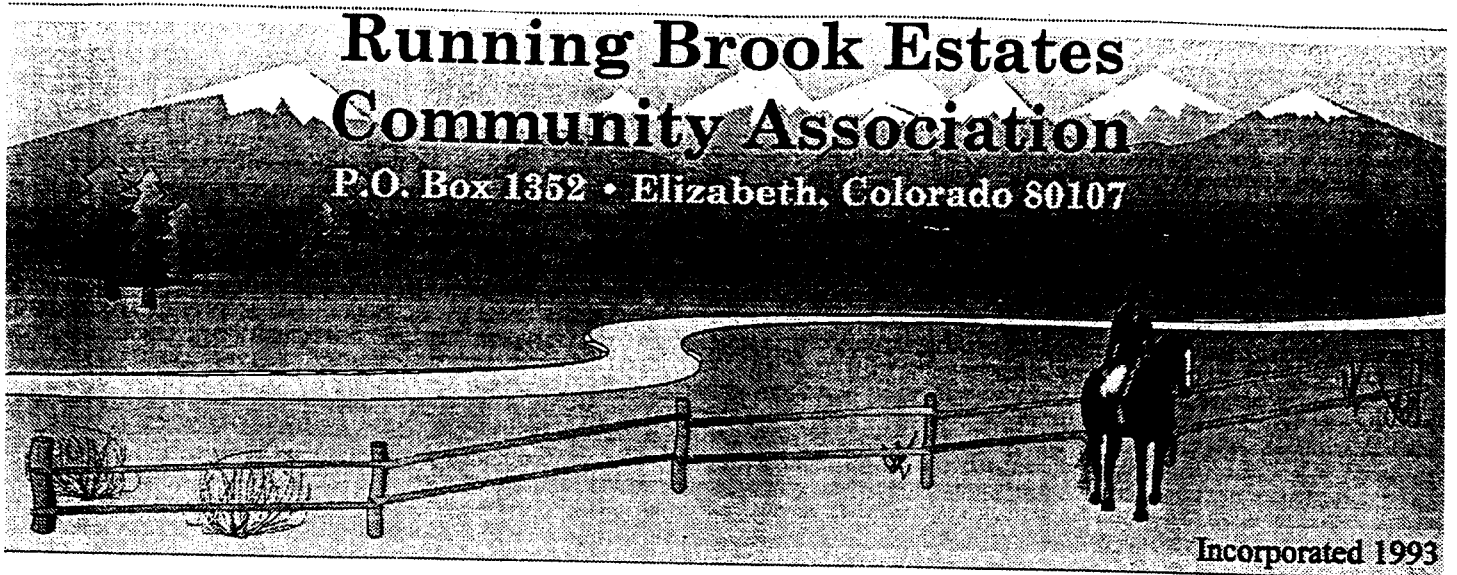
RUNNING BROOK ESTATES A COVENANT CONTROLLED COMMUNITY



Photo Courtesy of Dan Michalak ©

ESTABLISHED 1985

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**Contact Info: Running Brook Estates
Community Association
3692 Running Brook Road
Elizabeth, CO 80107**

Contents

Section I. Articles of Incorporation

Section II. By-laws

Section III. Declaration of Covenants, Conditions, and Restrictions

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SECTION I

ARTICLES OF INCORPORATION

CONTENTS

Pages 1 thru 5

Letter of Authorization

Verification Page

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ARTICLES OF INCORPORATION

Know all men by these presents that I, Dale E. Parks, a natural person and a citizen of the United States and a resident of the State of Colorado, hereby desire to form a body corporate and politic, not for pecuniary profit, under the provisions of the Colorado Nonprofit Corporation Act, Articles 20-29, Title 7, Colorado Revised Statutes (1973), as amended (the "Act"), and hereby make, execute, adopt and acknowledge these Articles of Incorporation in writing of my intention to form a body corporate and politic under and by virtue of the Act.

ARTICLE I - NAME

The name of the Corporation is RUNNING BROOK ESTATES COMMUNITY ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II - OFFICE

The principal office of the Association is located at 37031 Fox Run Drive, Elizabeth, Colorado 80107, Elbert County, State of Colorado.

ARTICLE III - REGISTERED AGENT

Dale E. Parks, whose address is 37031 Fox Run Drive, Elizabeth, State of Colorado, is hereby appointed the registered agent of the Association.

ARTICLE IV - DEFINITIONS

The term "Association", "Common Area", "Company", "Lots", "Owner" and "Property" as used in these Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to the Running Brook Estates Subdivision as recorded on July 22, 1985 and recorded among the real property records of Elbert County, Colorado, in Book 382, Page 905, Reception No. 261155 (as amended on March 27, 1989, and recorded among the real property records of Elbert County, Colorado, in Book 425, Page 161, Reception No. 285086) (the "Declaration").

ARTICLE V - PURPOSES AND POWERS OF 'THE ASSOCIATION

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for: (i) the use, improvement, maintenance, operation and repair of the Common Areas located in the Property including any improvements and amenities located thereon; (ii) the establishment of rules and regulations for

the use of the Common Areas including any improvements and amenities located thereon; (iii) the distribution among the Owners of the Property of the costs of the use, improvement, maintenance and repair of the Common Areas including any improvements and amenities located thereon; and (iv) the promotion of the health safety, pleasure, recreation and welfare of the residents of the Lots within the Property. In furtherance of these purposes, the Association (by action of its Directors unless otherwise noted in these Articles of Incorporation in this Declaration) shall have full power to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, the Declaration being incorporated herein by reference as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, subject, however, to the requirements of the Declaration;
- (d) borrow money with the assent of two-thirds (2/3) of the votes of each class of members of the Association, subject, however, to the requirements of the Declaration;
- (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by two-thirds (2/3) of the votes of each class of members of the Association;
- (f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and open space, provided that, except as otherwise provided in the Declaration, any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of each class of members of the Association; and
- (g) have and to exercise any and all powers, rights and privileges which a nonprofit corporation organized under the Corporation Law of the State of Colorado by law may now or hereafter have or exercise.

ARTICLE VI - MEMBERS

Every person or entity who is a record owner of a fee simple title or undivided interest in

any Single-Family Lot or Single-Family Dwelling within the Running Brook Estates Subdivision shall automatically be a member of the Running Brook Estates Community Association, Inc. Any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

ARTICLE VII - VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A: Class A members shall be all of the Owners in Article VI, with the exception of the Declarant, and all of the occupants of Single-Family Lots. The Declarant may, however, become a Class A member upon termination of its Class B membership as hereinafter provided. Class A members shall be entitled to either:

1. One (1) vote for each Single-Family Lot; or,
2. One (1) vote for each Single-Family Lot occupied.

When more than one person holds an ownership interest or interests in any Single-Family Lot, all persons shall be members, and the vote provided for herein shall be exercised as they among themselves determine. Similarly, when more than one person occupies a Single-Family Lot, all such persons shall be members, and the vote provided for herein shall be exercised as they among themselves determine. An owner on a vacant Single-Family Lot shall be entitled to one (1) vote. Upon completion of construction of a Single-Family Dwelling, then the Owner, whether an occupant or not, shall be entitled to one (1) vote. Only the record owner of the Property shall be entitled to vote in the Association whether he, in fact, occupies the Property or not. In no event shall more than one (1) vote be cast with respect to any Single-Family Lot.

Class B: The Declarant shall be the sole Class B member. The Class B member shall be entitled to twenty-nine (29) votes in the Running Brook Estates Community Association, Inc. The Class B membership shall cease and terminate upon the happening of any of the following events, whichever first occurs.

1. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or,
2. On the 31st day of December, 1989; or,
3. At such time as Declarant voluntarily relinquishes its Class B membership rights.

From and after the happening of any of these events, whichever first occurs, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Single-Family Lot in which it holds an ownership interest as required for membership under Article VI herein.

ARTICLE VIII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Five (5) Directors, who shall be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Dale E. Parks
37031 Fox Run Drive
Elizabeth, Colorado 80107

Jeff R. Mahon
3582 Boodle Circle
Elizabeth, Colorado 80107

David G. Simpson
3868 Snowy Reach Circle
Elizabeth, Colorado 80107

Christa M. Harris
3163 Wind Stream Lane
Elizabeth, Colorado 80107

Norman H. Happel
3843 Snowy Reach Circle
Elizabeth, Colorado 80107

These Directors (herein called "Initial Directors") shall serve until the first annual meeting of the members at which time their successors will be elected. Directors shall serve a two (2) year term staggered with three (3) Directors elected in odd calendar years and two (2) Directors elected in even calendar years. At the first annual meeting, three (3) Directors shall be elected to a one (1) year term and two (2) Directors shall be elected to two (2) year terms to commence staggered terms. In the event of death or resignation of a Director during his term of office, the remaining Directors shall elect a successor Director to fill the unexpired term.

ARTICLE IX - DISSOLUTION

The Association may be dissolved in the manner provided by law with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the votes of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for

purposes similar to those for which this Association was created. In the event that acceptance of such a dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE X - DURATION

The Association shall exist perpetually.

ARTICLE XI - AMENDMENT

Amendment of these Articles shall require the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XI to the contrary notwithstanding, the company shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Articles of Incorporation as from time to time amended or supplemented. However, no modifications, revisions, amendments or changes may be enacted that conflict with any laws, rules, policies or programs of the Veterans Administration (“VA”) or the Federal Housing Administration (“FHA”) or the Federal Home Loan Mortgage Corporation (“Freddie Mac”), or the Government National Mortgage Association (“Ginnie Mae”) or any successor agencies or entities. If the VA or the FHA or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federally approved mortgage financing purposes, any amendments to these Articles made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

ARTICLE XII - SEVERABILITY

If any part of these Articles is judged invalid or unlawful, the remainder of these Articles shall remain in full force and effect. If there are any conflicts with the bylaws of the Association and these Articles, these Articles shall take precedence.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Colorado, the undersigned incorporator, Dale E. Parks, whose address is 37031 Fox Run Drive, Elizabeth, Elbert County, State of Colorado, being at least eighteen years of age, has executed these Articles of Incorporation this 23rd day of October, 1993, for the purpose of incorporating this Association.

October 11, 1993

The following letter contains an authorization to amend Running Brook Foundation, a nonprofit corporation established approx. 1985, to Running Brook Estates Community Association, established in 1993.

This will be entered in minutes and all signatures will be homeowners present.

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SECTION II

BYLAWS

RUNNING BROOK ESTATES

COMMUNITY ASSOCIATION, INC.

CONTENTS

PAGES 1 THRU 8

CHANGE 1 To the Bylaws dated: July 20, 1996

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BYLAWS

RUNNING BROOK ESTATES COMMUNITY ASSOCIATION, INC.

ARTICLE I.

NAME AND LOCATION

The name of the corporation is Running Brook Estates Community Association, Inc., hereinafter referred to as the “Association”. The principal office of the Association shall be located in the Running Brook Estates Subdivision, Elbert County, Colorado.

ARTICLE II.

DEFINITIONS

1. The terms “Property”, “Common Areas”, “Single—Family Lot”, and “Owner” as used in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions and Restrictions relating to Running Brook Estates Subdivision.
2. The term “Association” shall mean Running Brook Estates Community Association, Inc.
3. “Member” means those persons or entities entitled to membership in the Association as provided in the Declaration of Covenants.
4. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December, except the first fiscal year shall begin on the date of incorporation and end on the 31st day of December of that year.

ARTICLE III.

MEETING OF MEMBERS

1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter, at a date, time and place within the State of Colorado selected by the Board of Directors of the Association.
2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one—fourth (1/4) of all of the votes of the Membership.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by the secretary by mailing a copy of the notice, postage prepaid, not less than ten (10) nor more than fifty (50) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day and hour, and date of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

4. Quorum. The presence at the meeting of Members or proxies entitled to cast one-third ($1/3$) of the votes of the membership shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV.

BOARD OF DIRECTORS SELECTION: TERM OF OFFICE

1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who shall be Members of the Association.

2. Term of Office. The term of office of the "Initial Directors" (as defined in the Articles of Incorporation) shall be until the first annual meeting of the Members at which time their successors will be elected. Directors shall serve a two (2) year term staggered with three (3) Directors elected in odd calendar years and two (2) Directors elected in the even calendar year. At the first annual meeting of the Members, three (3) Directors shall be elected to a one (1) year term and two (2) Directors shall be elected to a two (2) year term to commence staggered terms.

3. Removal. Any director, other than an Initial Director, may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director pursuant to these Bylaws, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V.

NOMINATION AND ELECTION OF DIRECTORS

1. Nomination. Nomination of Directors for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting.

The nomination committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the annual meeting. The nomination committee shall make as many nominations for election to the Board of Directors as it shall determine, but not less than the number of vacancies that are to be filled.

2. Election. Election to the Board of Directors shall be by written ballot. At the election, the Member or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI.

MEETING OF DIRECTORS

1. Regular Meetings Regular meetings of the Board of Directors shall be held at least quarterly at such place and hour as may be fixed by resolution of the Board, without the necessity of further notice.

2. Special Meetings Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas, including any improvements and amenities located thereon.

(b) establish the codes of personal conduct of the Members and their guests while using any Common Area or Community Property.

(c) establish penalties for the infraction thereof of any rules, regulations or code of conduct.

(d) suspend the voting rights, and the right of use of any recreational facilities located on any Common Area during any period in which the Member is in default in the payment of any assessment levied by the Association. These rights may also be suspended for an infraction of published rules and regulations.

(e) employ a manager, independent contractors, or other employees or contractors as they deem necessary, and to prescribe their duties.

2. Duties. It shall be the duty of the Board of Directors to:

(a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by the holders of one—fourth (1/4) of the votes of the Members.

(b) supervise all officers, agents and committees and employees of this Association, and to see that their duties are properly performed.

(c) as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each Lot not later than February 1st of each year;

(2) send written notice of each annual assessment to every Lot owner subject thereto not later than February 1st of each year, and of each special assessment, at least forty-five (45) days in advance of its due date; and

(3) foreclose the lien against a Lot if the owner thereof has not paid the assessment thereon within such time as the Board of Directors may determine, or bring action at law against the Lot Owner personally obligated to pay same;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or

not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates (if the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment with respect to any person relying on the certificate);

- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Areas to be maintained;
- (h) submit annual Corporate Reports to the Secretary of State.

ARTICLE VIII.

OFFICERS AND THEIR DUTIES

1. Enumeration of Offices. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, who shall at all times be Members of the Board of Directors.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Members.

3. Term. Officers of this Association shall hold office for one year, have such authority and perform such duties as the Board of Directors may determine.

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the office replaced.

7. Offices. Not more than one office may be held by the same person.

8. Duties. The duties of the officers, not necessarily all inclusive, are as follows:

(a) The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds and other written instruments, including co-signing of banking checks issued by the Treasurer.

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and exercise and discharge such other duties as may be required of him by the Board. The Vice—President shall likewise have authority to sign all leases, mortgages, deeds and other written instruments.

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause annual audit of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members requesting the same.

ARTICLE IX.

COMMITTEES

The Association shall have such committees as deemed appropriate in carrying out its purposes. Committees shall be appointed by the President and approved by the Board of Directors. The Chairperson of such committees shall be identified by the President.

1. Standing Committees shall be:

- (a) Architectural Review
- (b) Budget
- (c) Plans/Programs
- (d) Public Relations

ARTICLE X.

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times be subject to inspection by any Member during reasonable business hours. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI.

ASSESSMENTS

The Declaration of Covenants, Article V, Covenants for Maintenance and Assessment, delineate the process of the annual assessment, and any special assessments.

1. Annual Assessments. The Member may elect one (1) of two (2) options for method of payment.

(a) payment in full due within thirty (30) days after due date; or

(b) payment of one-half of the amount due within thirty (30) days after due date, and the payment of the remaining balance within sixty (60) days after due date.

2. Special Assessments. A payment schedule for special assessments shall be determined and announced by the Board of Directors as part of the written notice mailed to Members (ref: Article VII, Paragraph 2(c)(2)).

3. Capital Contributions. The Association may levy in any assessment year, either as part of the annual assessment or the special assessment, an assessment to be set aside as a reserve for Capital Improvements and Emergencies. The Board of Directors shall determine and announce the payment method at time of notification of Members of the Capital Contributions.

4. Pro Rata Assessing. Pro rata assessing shall apply to the conveyance of any single—family lot from Declarant to any purchaser thereof.

ARTICLE XII.

AMENDMENTS

1. These Bylaws may be amended at a regular or special meeting of the Members; and a written notice of such meeting shall be mailed to every Member at least thirty (30) days in advance of

the meeting, identifying the purpose of the meeting, the date and time and the location.

2. A quorum must be present as identified in Article III, Paragraph 4, of these Bylaws, and the vote shall require the assent of two—thirds (2/3) of the votes of Members present, or by proxy, at the meeting at which the vote is taken.

3. Members may request amendments to these Bylaws by submitting in writing to the Board of Directors the amendment(s) proposed accompanied by the signatures of at least one—fourth (1/4) of the votes of the Members registered at the time of submission.

4. Amendments to these Bylaws shall not conflict with the Articles of Incorporation nor the Declaration of Covenants.

ARTICLE XIII.

SEVERABILITY

If any part of these Bylaws is judged invalid or unlawful, the remainder of these Bylaws shall remain in full force and effect. If there are any conflicts of these Bylaws with the Articles of Incorporation, the Articles of Incorporation shall take precedence.

CHANGE NUMBER 1 TO BYLAWS, RUNNING BROOK ESTATES COMMUNITY ASSOCIATION, Inc., dated July 20, 1996.

These changes effect ARTICLE VII, Powers and Duties of the Board of Directors, paragraph 2 (Duties) sub-paragraph (c) (1) & (2). Pen & ink changes are approved for this BYLAWS change approved by the general membership during the annual meeting, March 16, 1996. This change is on page four of the original BYLAWS.

Paragraph 2. Duties, subparagraph (c) (1), change February 1st each year to read December 1st each year.

Paragraph 2. Duties, subparagraph (c) (2), change “not later than February 1st of each year” to read “not later than January 1st of each year”.

NOTE: For general information of members, during the initial writing and approval of the corporate BYLAWS, it was not discovered that the above sub-paragraph was in conflict with the Covenants. The Covenants govern and therefore, the BYLAWS are being changed.

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SECTION III

**DECLARATION OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS**

CONTENTS

**Pages 1 thru 18.....As filed with the Elbert County Clerk
Reception No. 261155 Dated: July 22, 1985
BOOK 382 PAGES 905 thru 923**

**Amendment Dated: August 22, 1986
Reception No. 268936 Book 397 Page 88**

**Amendment Dated: July 13, 1988
Reception No. 281195 Book 418 Page 517**

**Amendment Dated: October 24, 1988
Reception No. 282787 Book 421 Pages 289 & 290**

**Amendment Dated: March 27, 1989
Reception No. 285086 Book 425 Pages 161, 162 & 163**

**Amendment Dated: September 25, 1989
Reception No. 287869 Book 430 Pages 21, 21A & 21B**

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
RUNNING BROOK ESTATES SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of this 22nd day of July, 1985, by Running Brook Group, Inc., a Colorado corporation, (hereinafter referred to as “Declarant”) for and on behalf of the RUNNING BROOK SUBDIVISION.

RECITALS

A) Declarant is the record owner of certain real property located in Elbert County, Colorado, (the Property”) which is legally described in Exhibit A attached hereto and made a part hereof, which Property is to be platted as RUNNING BROOK ESTATES SUBDIVISION and is sometimes hereafter referred to as “RUNNING BROOK ESTATES”. The Declarant desires to create thereon an exclusive residential community with permanent open spaces, roads and trails for the benefit of said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all residents thereof.

B) Declarant desires to insure the attractiveness of the individual lots and community facilities within the Property, to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the Property, and to provide for the maintenance of said open spaces, roads and trails and other facilities. In order to achieve this, the Declarant is desirous of subjecting the Property (together with such additions as may hereafter be made thereto, as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens set forth herein, each and all of which is and are for the benefit of the Property and each owner thereof.

C) As part of the development of the planned community contemplated hereby, the Declarant intends that some of the open spaces, streets, roads, trails and other areas will be owned and maintained for the benefit of those persons owning property within the planned community and entitling them to use the same; that these facilities will be owned and maintained for the benefit of all the residents of the property and such areas and facilities are hereinafter designated “COMMON AREAS”.

D) In order to preserve, protect and enhance the values and amenities in the Property, and to insure the residents’ enjoyment of the rights, privileges and easements in the Common Area, the Declarant has deemed it desirable to create an organization, and may hereafter create other organizations and designate other parties and entities to which shall be delegated and assigned the powers of either owning or maintaining and administering all or various portions of the Common Area, and also administering and enforcing the Covenants and restrictions herein set forth, together with collecting, disbursing and accounting for the assessments and charges herein contemplated. To this end, the Declarant has caused to be incorporated under

the laws of the State of Colorado as a non-profit corporation, RUNNING BROOK FOUNDATION (sometimes hereafter referred to as the "FOUNDATION"), for the purposes of exercising the aforesaid functions with respect to the Common Area, as designated by Declarant on the plat or plats of said subdivision as filed and recorded in the records of Elbert County, State of Colorado, even though said common areas will be communally owned by all the lot owners within said development.

NOW, THEREFORE, The Declarant declares that the Property, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and rights (sometimes referred to as "Covenants and Restrictions"), hereinafter set forth, all of which shall run with the land.

ARTICLE I

Definitions

The following words when used in this Declaration or any supplementary declarations (unless the context shall prohibit or there shall be a specific statement to the contrary) shall have the following meanings:

A) **"The Property"** shall mean and refer to the property which is and shall be held, transferred, conveyed, leased and occupied subject to this Declaration, and which is legally described in Exhibit A.

B) **"Common Area"** shall mean and refer to all land, improvements and other properties heretofore or hereafter owned or in the possession of the Running Brook Foundation; provided, however, that the Board of Directors thereof or the Declarant, as hereinafter provided, shall have the right to set aside certain areas, facilities or proposed facilities included within or on the Common Areas to be used only for specified purposes.

C) **"Single-Family Lot"** shall refer to a platted lot on which there may be constructed only a single-family dwelling unit.

D) **"Supplementary Declaration"** shall mean any Declaration of Covenants, Conditions and Restrictions which may be recorded by Declarant, such right being herein retained by Declarant, which: (1) Supplements the provisions of this Declaration as to the Property or any portion thereof and which may contain additions, amendments and modifications to the Declaration; and, (2) Subject additional property to this Declaration in accordance with Article II hereof. The term "Declaration" whenever utilized herein shall include any supplementary declarations to the extent applicable.

E) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Single-Family Lot situated within the Property which is subject to these Covenants and Restrictions; but, notwithstanding any applicable theory relating to mortgages, deeds of trust or other liens or encumbrances upon any such property, "Owner" shall not include or refer to a mortgagee, beneficiary of a deed of trust, or lien holder unless and until such party has acquired title pursuant to foreclosure or any applicable procedure in lieu of foreclosure.

F) **"Mortgage"** shall mean and include mortgages and deeds of trust.

ARTICLE II

Additional Properties Which May Become Subject

To

This Declaration

Section 1. Additions to the Property. Additions may be made to the Property in any of the following ways:

A) The Declarant shall have the right, but shall be under no obligation except as hereinafter provided, to bring within the scheme of this Declaration, and make subject to the provisions hereof, additional properties. Such properties may contain Common Area or additions thereto, which may be owned by the Running Brook Foundation or which shall become subject to its maintenance and administration.

B) The additions (or changes in the scheme of the Property, as the case may be) authorized under this sub-section shall be made by filing of record supplementary declarations with respect to the additional properties, or with respect to the Property, as the case may be, which shall extend the coverage of the Covenants and Restrictions of this Declaration to such properties, and thereby subject such additions to assessment for their just share of the Running Brook Foundation expenses.

C) Notwithstanding anything contained herein or in any supplementary declarations to the contrary, Owners of the fee simple title to any single-family lot or any additional properties hereinafter added to this Declaration as aforesaid, shall be subject to assessment for their just share of Running Brook Foundation expenses. Furthermore, all additional properties added to and brought within the scheme of this Declaration will include their fair share of Common Areas and facilities, and be at least of similar quality and character to those established within the Property, and all residents of all property covered hereby as hereinafter provided, and subject to the limitations hereinafter provided, shall have the right to use and enjoy the same.

Section 2. Pursuant to Merger. Any successor in interest to Running Brook Foundation may administer the Covenants and Restrictions established by this Declaration within the Property, together with Covenants and Restrictions under any other real properties, as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants and Restrictions established by this Declaration within the Property except as hereinafter provided.

ARTICLE III

Membership and Voting Rights in the Running Brook Foundation

Section 1. Membership. Every person or entity who is a record owner of a fee simple title or undivided interest in any Single-Family Lot within the Property shall automatically be a member of the Running Brook Foundation, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Further, every person who is an occupant of any Single-Family Lot within the Property shall automatically be a member of the Running Brook Foundation.

Section 2. Voting Rights. The Running Brook Foundation shall have two classes of voting membership:

Class A: Class A members shall be all of the Owners as defined in Section 1 of this Article, with the exception of the Declarant, and all of the occupants of Single-Family Lots. The Declarant may, however, become a Class A member upon termination of its Class B membership as hereinafter provided. Class A members shall be entitled to either:

1. One (1) vote for each Single-Family Lot; or,
2. One (1) vote for each Single-Family Lot occupied.

When more than one person holds an ownership interest or interests in any Single-Family Lot, all such persons shall be members, and the vote provided for herein shall be exercised as they among themselves determine. Similarly, when more than one person occupies a Single-Family Lot, all such persons shall be members, and the vote provided for herein shall be exercised as they among themselves determine. An owner on a vacant Single-Family Lot shall be entitled to one (1) vote. Upon completion of construction of a Single-Family Dwelling, then the Owner, whether an occupant or not, shall be entitled to one (1) vote. Only the record owner of the Property shall be entitled to a vote in the Foundation whether he, in fact, occupies the Property or not. In no event shall more than one (1) vote be cast with respect to any Single-Family Lot.

Class B: The Declarant shall be the sole Class B member. The Class B member shall be entitled to twenty-nine (29) votes in the Running Brook Foundation. The Class B membership shall cease and terminate upon the happening of any of the following events, whichever first occurs.

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,
2. On the 31st day of December, 1989;
3. At such time as Declarant voluntarily relinquishes its Class B membership rights.

From and after the happening of any of these events, whichever first occurs, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Single-Family Lot in which it holds an ownership interest as required for membership under Section 1 hereof.

ARTICLE IV

Property Rights in the Common Areas

Section 1. Members' Easements and Rights of Enjoyment. Subject to the provisions hereinafter set forth in this Article IV, every member of the Running Brook Foundation shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Single-Family Lot within the Property which are subject to these Covenants and Restrictions.

Section 2. Title to Common Areas. The Declarant may retain the legal title to any portion or all of the Property to be conveyed to the Running Brook Foundation and to be designated as Common Areas until such time as it has completed improvements thereon and until such time as in the opinion of the Declarant, Running Brook Foundation is able to maintain the same; but, notwithstanding the foregoing, the Declarant hereby covenants that it shall convey, this said Property to the lot owners in undivided interests not later than the 31st day of December, 1989.

Section 3. Extent of Members' Rights and Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A) The right of the Running Brook Foundation, in accordance with its bylaws, to borrow money for the purpose of constructing Special Club Facilities. If developed, such money to be repaid by assessments if said Special Club Facilities are open to all of the members of Running Brook Foundation, or by reasonable admission and other fees as hereinafter set forth. Such borrowing shall, however, be without any personal liability of the Foundation or the members thereof for repayment.

B) Declarant expressly covenants and agrees that during the time it holds and controls the majority votes of the Running Brook Foundation it will not construct or establish recreational facilities on any of the Common Areas, pledge or encumber any of the Common Areas for the purposes of construction of walkways, trails, facilities such as clubhouse, swimming pools, or, in fact, any structure, unless done at its own expense which in no way would be chargeable or assessable to the Class A members of the Running Brook Foundation.

C) The right of the Running Brook Foundation to take such steps as it shall deem appropriate to protect the above-described Special Club Facilities, if developed, against foreclosure.

D) The right of the Running Brook Foundation hereinafter provided to restrict the use of any Special Club Facilities if developed, and/or to charge reasonable admission and other fees as a condition to the use thereof.

E) The right of Running Brook Foundation, as provided in its bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations.

F) The right of the Running Brook Foundation or the Declarant to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility company serving the Property, for such purposes and subject to such conditions as may be agreed to by the Declarant; provided, that no such dedication, determination as to the purposes or as to the conditions thereof, if made by the Foundation shall be effective unless approved by the assent of two-thirds of the total votes of all classes of members of those voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvas thereof which shall set forth the reasons for such proposed action; provided further, that the Declarant shall have the right to make such dedication or transfer without the consent of the members of the Foundation at any time prior to December 31, 1989, or until such time as the Declarant voluntarily relinquishes such right, whichever occurs earlier.

G) The right of the Declarant to impose reasonable covenants and restrictions in respect to such Common Areas in addition to those set forth herein, at the time of conveyance of such Properties to the Running Brook Foundation, and such covenants and restrictions are hereby incorporated by reference and made part of this Declaration.

H) The right of the Declarant to enter into reciprocal agreements with other business entities, for both profit and non-profit, and with governmental entities for the rental and use of equipment and exchanges of services on a fee basis or otherwise, together with the right of the Declarant to construct emergency facilities and to erect information signs as the Declarant deems appropriate.

I) **NOTICE:** Each lot owner will be assessed one fifty-ninth (1/59th) by Elbert County for their share of property taxes for the Common Areas in addition to the property tax levied on their respective lot in Running Brook Estates.

J) The right of the Declarant to adjust or grant private access easements in addition to or in substitution for platted easement rights, if in the opinion of the Architectural Review Committee such adjustment or grant would be desirable.

Section 4. Extension of Rights and Benefits. Every member of the Running Brook Foundation shall have the right, subject to rules and regulations promulgated by the Board of Directors, to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with him within the Property and to such other persons as may be permitted by the Running Brook Foundation.

Section 5. Special Conveyance of Common Areas. At any time following the complete platting of Running Brook Estates, the Declarant and/or the Foundation shall have the right to convey the General Common Properties to the owners of the Single-Family Lots in undivided interest, each owner receiving an undivided fractional fee simple interest in the Common Areas, the numerator of such fraction being one (1) and the denominator being the total

number of Single-Family Lots platted in all of Running Brook Estates. Following such conveyance and so long as this Declaration of Covenants, Conditions and Restrictions is in full force and effect, the respective fractional undivided interests in the Common Areas shall be unseverable from each respective Single-Family Lot.

ARTICLE V

Covenants for Maintenance and Assessment

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Single-Family Lot within the Property, other than Declarant, by acceptance of a deed therefore, whether or not it shall be so expressed therein, or by acceptance of any other conveyance thereof (except a conveyance in connection with the establishment of a Mortgage) shall be deemed to covenant and agree to pay to the Running Brook Foundation in which it shall be a member (1) annual assessment or charges; (2) special assessments for capital improvements or maintenance thereof; and (3) special assessments to provide for costs incurred by virtue of unforeseen emergencies, such as, but not limited to unusual snowfalls or heavy rains. The annual assessments or charges may, at the discretion of the Board of Directors of the Foundation include a reserve for future capital improvements to the Common Areas for replacement of and repairs to the improvements located on the Common Areas. All assessments herein provided for shall be assessed by the Foundation. The annual assessment shall be levied on an annual basis, and a special assessment shall be levied from time to time when and as determined by the Board of Directors of the Foundation in accordance with its bylaws. All the assessments described aforesaid together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the respective Single-Family Lots against which each such assessment is made, subject to foreclosure in accordance with applicable law, affecting a Single-Family Lot. Each such assessment, together with such obligation of the person or persons who are the Owners of such property at the time when the assessment falls due, and in the event that there is more than one Owner thereof, then such obligations shall be joint and several. In no event shall the Declarant be obligated to pay any annual or special assessments for any Single-Family Lot.

Section 2. Purpose of and use of Annual Assessments or Charges. The annual assessments or charges levied under this article as provided for in Section 1 above shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents of the Property, and in particular, for the acquisition, improvements and maintenance of the Common Areas, services and facilities devoted to this purpose, including, but not limited to, the payment of taxes and insurance thereon, payment for consulting annually with a commercial weed control company, control of weeds, control of tree disease, the repairs, replacement and additions thereto, the costs of labor, equipment, materials, management and supervision thereof, for the providing of recreational facilities, whether or not located on the Common Areas, for the provision of services to the Owners of Lots including, but not limited to, garbage and trash collection, lighting of streets and Common Areas, and for such other needs of the Foundation and Lot Owners as may arise including a reasonable provision for contingencies and replacements.

Section 3. Special Assessments for Capital Improvements and Emergencies. In addition to the annual assessments described aforesaid, the Foundation may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the costs of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, or for the purpose of defraying in whole or in part the costs of any construction or reconstruction, unexpected repair or replacement, including Land rehabilitation and restoration, due to any emergencies.

Section 4. Capital Contributions for Improvements, Repairs and Replacements. In addition to the annual or special assessments described aforesaid, the Foundation may levy in any assessment year, either as part of the annual assessment or the special assessment, an assessment to be set aside as a reserve for future capital expenditures, including major repairs to or replacements of improvements located on the Common Areas or for the future construction of improvements on the Common Areas. Any funds so collected shall be designated by the Board of Directors of the Foundation as capital contributions to the Foundation by the members thereof and shall be segregated and placed in a separate bank account of the Foundation to be utilized solely for the purposes aforesaid.

Section 5. Due Date of Commencement and Determination of Annual Assessments and Assessment Deposit. The annual assessments provided herein shall commence on such date as is specified in the by-laws of the Foundation or in any supplementary Declaration hereto affecting a particular parcel of property brought within the scheme of this Declaration. Assessments shall be on a full calendar year basis. At least thirty (30) days in advance of each calendar year, the Board of Directors shall fix the amount of the annual assessment against each Single-Family Lot by estimating the net charges and expenses to be incurred by the Foundation for the purposes set forth in this Declaration. The annual assessment shall be due and payable in such installments as are required by the by-laws of the Foundation with an amount equivalent to three (3) months' assessments deposited with the Foundation at the time of the first conveyance of any Single-Family Lot from the Declarant to any purchaser thereof, and which deposit shall not bear interest and may be credited towards any annual or special assessments upon the commencement thereof. The annual and special assessments shall be in such amounts as are fixed by the Board of Directors of the Foundation as aforesaid. Separate due dates may be established by the Board of Directors for special assessments as defined hereunder as long as made thirty (30) days in advance of such special assessments and shall be paid in a manner determined by said Board of Directors. Written notice of the annual and any special assessments shall be sent to every Owner subject thereto as soon as the amounts are determined.

Section 6. Effects of Non-Payment of Assessments and Personal Liability of Owner. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with interest and costs of collection, as hereinafter provided, become a continuing lien on such Single-Family Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, it shall be the personal obligation of the then Owner to pay such assessment and such personal obligation shall continue even though the Owner's interest in the property shall be transferred. If the assessment is not paid within thirty (30) days after the due date, the

assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Foundation may bring legal action against the Owner personally obligated to pay the same or to foreclose the lien against such Single-Family Lot and there shall be added to the amount of such assessment all costs incurred by the Foundation in foreclosing the lien or in collecting the amount owing, including any reasonable attorneys' fees.

Section 7. Subordination of the Lien to Mortgages. As provided aforesaid, the lien of the assessments provided for herein shall be subordinate to the lien of any valid mortgage now or hereafter placed upon any Single-Family Lot subject to assessment; provided, however, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or a statutory public trustee foreclosure of such Mortgage. Such sales or transfer shall not release such Single-Family Lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessments.

ARTICLE VI

Approval of Plans

Section 1. Architectural Review Committee.

(A) There is hereby established an Architectural Review Committee consisting of a minimum of three (3) members and a maximum of five (5) members. The initial Architectural Review Committee is hereby constituted and its members shall be Richard D. Wahlgren, Donald Boodel and the Declarant, and the office of the Committee shall be maintained at 5467 S. Lola Way, Englewood, Colorado, 80111. Any member of the Committee may assign his or her authority to a new member provided the assignment has the ratification and approval of the remaining Committee members. The initial members of the Committee shall have the authority to appoint additional members as the need arises by a majority vote of the initial members and may also fill any vacancy which may occur. The vote of the majority of the members shall constitute the action of the Architectural Review Committee.

(B) No improvements shall be constructed, erected, placed, altered, maintained or permitted on any Single-Family Lot or on the Common Areas, nor shall any construction or excavation whatsoever be commenced or materials, equipment or construction vehicles be placed on any Single-Family Lot, until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed improvements, plot layout and all exterior elevations, materials and colors, landscaping, grading, and such other information as may be requested by said Committee have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be submitted in writing over the signature of the Owner of the Single-Family Lot or the Owner's authorized agent.

(C) Approval shall be based, among other things, on conformity and harmony of exterior design, colors and materials with neighboring structures, relation of the proposed improvements to the natural topography, grade and finished ground elevation of the structure to that of neighboring structures and natural features of the Property, and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review Committee shall have the right to require and approve landscaping plans.

The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

(D) If the Architectural Review Committee fails either to approve or to disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved. The Architectural Review Committee may notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid 30-day period shall commence on the date of such notification.

(E) Neither the Architectural Review Committee nor Declarant or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Architectural Review Committee for approval agrees, by submission of such plans and specifications that he will not bring any action or suit against the Architectural Review Committee or Declarant to recover any such damages. Approval by the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Owner or other person submitting plans to the Architectural Review Committee to comply therewith.

(F) **Until December 31, 1989**, unless voluntarily relinquished at an earlier date, the Declarant, in its own name and on behalf of the Architectural Review Committee shall have the right to enforce these covenants, conditions and restrictions. Additionally, until the date aforesaid, at the request of the Declarant or at the request of the Architectural Review Committee at any time during the duration of these covenants, the Foundation shall have the right to enforce these covenants pursuant to Article VII hereof. Declarant reserves the right to transfer at any time its duties or the responsibilities of the Architectural Review Committee, or both, pursuant to these covenants to the Foundation, whereupon said Foundation shall have the right and the duty to enforce these covenants and to restrain any violations hereof.

(G) **Zoning Regulations.** No land within the Running Brook Estates Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Elbert County, Colorado.

(H) **Signs.** One "For Rent" or "For Sale" sign shall be permitted no larger than 20 x 26 inches. One lot entrance gate sign of a style and design as approved by the Architectural Review Committee shall be permitted. Otherwise, no advertising signs, billboards, unsightly objects or nuisances shall be erected, altered, or permitted on any tract or lot.

(I) **Animals.** No animals will be raised or bred on any lot for commercial reasons. The Declarant will establish a horse facility independent of the Common Areas and building lots to be used at the option of lot owners. Size and scope of the facility will be decided as a function of interested lot owners who would want to use facility. Dues, participation structure and membership limits to be decided in the future.

- (1) Household pets will be allowed. However, no more than two (2) of any kind of animal will be allowed without approval of the Declarant or its assigns.
- (2) Pigs, goats, cows, horses, sheep and farm fowl will not be allowed.

(J) No Resubdivision. No Single-Family Lot shall be resubdivided into smaller tracts or lots, nor shall less than a Single-Family Lot be conveyed, transferred or encumbered; provided, however, conveyances of dedications of easement for utilities or private lanes or roads may be made for less than all of one Single-Family Lot.

(K) Refuse and Rubbish. Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No Single-Family Lot or any portion of the Common Areas shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Burning of trash will not be permitted.

(L) Underground Utility Lines. Underground utilities shall be required in all areas of the development, unless otherwise designated. The Architectural Review Committee shall have the right to require the Owner to construct underground utility lines under appropriate circumstances in order to conform to the environmental and esthetic surrounds.

(M) Garden. A family garden not to exceed 500 square feet is permissible; no additional ground to be used for farming purposes.

(N) Fencing. All fences on road frontages must be of wood or stone construction approved by the Architectural Review Committee. Fencing on all other boundaries must be of new construction; wire may be woven or barbless. If barbless, a minimum of four (4) strands must be used. Posts must be spaced on a maximum of one (1) rod. No electrical fences will be permitted. Fences may not obstruct easements which are part of the Common Areas.

(O) Number and Location of Building. No building or structures shall be placed, erected, altered or permitted to remain on any Single-Family Lot other than:

- (1) One detached single-family dwelling house; and an
- (2) Attached or approved detached garage; and a
- (3) Service-type out building;
- (4) All out buildings must match in Architectural style, color and materials.

(P) Dwelling House to be Constructed First. At the time said plans and specifications receive approval, the prospective builder shall proceed diligently with said dwelling house and garage, and the same shall be completed within a maximum period of nine (9) months, excepting, however, that this period may be enlarged by an additional three (3) month period if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, acts of God, etc. The exterior construction of all buildings must be completed, including treating or painting of wood before occupancy.

(Q) **Dwelling Size.** Finished floor area of each dwelling, exclusive of porches and garages, shall not be less than 1600 square feet. Sliding doors, windows and doors must be of a color other than natural aluminum.

(R) **Single-Family Lot Landscape Development.** Approval shall be obtained from the Architectural Review Committee, or its assigns, to cut down, clear, or kill any trees on any Single-Family Lot. Further, each Owner agrees that all the trees cleared by him will be disposed of in such a manner that all tracts shall be kept free of accumulations of brush, trash or other materials which may constitute a fire hazard or render a site unsightly. Only the Declarant, or its assigns, shall have the right to cut down, clear or kill any trees on the Common Areas.

(S) **Clotheslines and Exterior Tanks.** No Owner shall place upon his Single-Family Lot clotheslines, swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining Single-Family Lots. Protective enclosures to screen the above must be approved by the Architectural Review Committee as a part of the plans for the improvements to be located on the Single-Family Lot.

(T) **Used or Temporary Structures.** No temporary house, mobile home or trailer shall be allowed on any Single-Family Lot; however, camping overnight on property be the Owner of that property, or his guests, is allowed. No new dwelling shall be occupied in any manner prior to its completion.

(U) **Exterior Lighting.** All exterior lighting and standards shall be approved by the Architectural Review Committee in the Running Brook Subdivision. Each dwelling shall have an outside lighting post which shall be located no further than 20 feet from the constructed dwelling.

(V) **Garage and Off-Street Parking.** Any dwelling constructed must include an attached, or approved detached, two-car garage. Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. No parking shall be allowed within the road right-of-way.

(W) **Garbage Disposal, Sanitary Systems and Water Systems.** Each dwelling or structure containing a kitchen shall be equipped with a garbage disposal unit. No sewage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all proper public health agencies for the State of Colorado, Elbert County and the Foundation or Architectural Review Committee.

(X) **Foundation and Exterior Walls.** No foundation cinderblock or concrete shall be exposed more than one foot above grade. Exterior wall facing must be of wood, brick or stone.

(Y) **New Construction.** Only new construction will be allowed, no used buildings and no metal buildings that do not, through their appearance, enhance the environmental surroundings will be allowed. The Architectural Review Committee must approve or disapprove structures of this type.

(Z) **No Corrugated Type Metal Buildings.** No corrugated metal or other type of metal buildings shall be allowed. The appearance of any service type out building to be constructed

on a Single-Family Lot must enhance the environmental surroundings. The Architectural Review Committee must approve the structure and exterior of any such buildings which must be constructed of similar materials and the Foundation must conform to the requirements of the Elbert County Building Code.

(Z-1) Fireplaces, Chimneys, Barbecues. All fireplaces, chimneys, and barbecues shall be equipped with spark arresting screens.

(Z-2) Driveways and Access Roads. All driveways shall be graveled prior to the occupancy of the dwelling. The entrance of the driveway to the dwelling shall either be constructed with a culvert of suitable dimensions or a concrete pan as directed by the Elbert County Building Department.

(Z-3) Motorized Vehicles. Motorized vehicles, except for lawn type tractors or similar vehicles used for lawn or garden maintenance, shall only be used upon the platted and designated streets or driveways within said subdivision. The use of motorcycles, scooters, moped or similar type vehicles is expressly prohibited upon or within the Common Areas.

Interchangeability of Entities. As used herein, the term Foundation and Architectural Review Committee are used interchangeably and either entity would have the authority to act as provided in the preceding paragraphs concerning the restrictive covenants affecting Running Brook Estates Subdivision.

ARTICLE VII

Enforcement

Section 1. Abatement and Suit. The conditions, covenants and restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarant and the Owners and Lessees of every Single-Family Lot on the Property. These covenants, conditions and reservations may be enforced as provided hereinafter by Declarant acting for itself, the Architectural Review Committee and as Trustee on behalf of all of the Owners of Single-Family Lots and by the Foundation upon the transfer to said Foundation of Declarant's duties and responsibilities under this Declaration pursuant to Article VI (f) hereof. Each Owner by acquiring an interest in the Property appoints irrevocably the Declarant as his attorney-in-fact for such purposes; provided, however, that if a Single-Family Lot Owner notifies Declarant in writing of a claimed violation of these covenants, conditions and restrictions and Declarant fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an Owner may separately, at his own cost and expense, enforce these covenants, conditions and restrictions as herein provided. Violation of any conditions, covenant, restriction or reservation herein contained shall give to the Declarant the right to enter upon the portion of the property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 2. Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, shall be applicable against every such violation and may be exercised by Declarant or Single-Family Lot Owners pursuant to Section 1 of this Article.

Section 3• Attorney's Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Section 4. No Waiver. The failure of the Declarant to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and Declarant shall not be liable therefor.

ARTICLE VIII

General Provisions

Section 1. Effects of Official Plat and Other Documents Filed with the County of Elbert. The official Plat of the Planned Unit Development and other related documents which are on record in the office of the Clerk of the County of Elbert, or other applicable governmental agency, has the effect and only the effect described by the Statutes of the State of Colorado, and the rules and regulations of said County. The Plat and related documents constitute part of the public controls imposed by the county upon developers, owners, residents and users of the Planned Unit Development and does not create, and is not intended to create, any privacy property or contract rights in the Owners and residents of the Planned Unit Development except as such rights may be created expressly by separate contracts, deeds and other documents, including this Declaration. A Planned Unit Development confers maximum benefits upon the residents when all of its elements are planned and developed in appropriate relationship to each other. The Plat on file in the office of the said Clerk or other applicable governmental agency describes a development which Declarant believes will provide maximum benefit to the residents, Owners and the public. During an extended development program, however, various factors can intervene which may hinder the effectiveness of the Planned Unit Development and which may threaten the benefits to be derived by the residents, Owners and the public unless the Plat can be modified as prescribed by the applicable law. Accordingly, this Declaration is not intended to nor does it grant or create any private property or contract rights in the said Plat for the Planned Unit Development and such plats continue to remain subject to modification by the proper governmental authorities in accordance with the procedures set forth in the Statutes, rules and regulations of the County of Elbert, State of Colorado. Moreover, there is no assurance that Declarant will develop any other properties, other than as set forth on Exhibit A to this Declaration.

Section 2. Duration.

(A) This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of fifty (50) years from the date hereof, and shall thereafter be automatically extended for successive periods of five (5) years unless otherwise terminated or modified as hereinafter provided.

(B) This Declaration or any provision hereof or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended as to the whole of the Property or any portion thereof, with the written consent of the members-holding at least seventy-five percent (75%) of membership in the Foundation during the first twenty-five (25) year period of these Covenants and thereafter by not less than sixty-six and two-thirds percent (66 2/3%) of membership in the Foundation; provided, however, that no such termination, extension, modification or amendment shall be effective in any event prior to December 31, 1989, without written approval of Declarant. No amendment of these covenants, conditions or restrictions shall be effective unless the instrument evidencing such amendment has been duly recorded and unless a written notice of the proposed amendment is sent to every member of the Foundation at least sixty (60) days in advance of any action taken. Such termination, extension, modification or amendment shall be immediately effective upon recording the proper instrument in writing, executed and acknowledged by such Owners (and by Declarant as required herein) in the office of the Clerk and Recorder of Elbert County, Colorado.

Section 3. Foundation and Declarant Use of Community and Common Areas. The Foundation and the Declarant shall have the right to use all Common Areas, including streets, roads, and walkways, within Running Brook Estates Subdivision for purposes of providing the services which they perform.

Section 4. Easements and Rights-of-Way for Service and Maintenance of Running Brook Estates Subdivision. The Foundation is hereby given the right to grant within the General Common Properties such easements and rights-of-way to such utility companies and public or private agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the Property. No approval whatever need be obtained. The Foundation is also hereby given the right to grant rights-of-way over and across the Common Areas to Lot Owners in the event that it is necessary or desirable to adjust or relocate private access drives.

Section 5. Notices. Any notice required to be sent to any Member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such Member or Lot Owner on the records of the Foundation at the time of such mailing.

Section 6. Assignment of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to the Foundation, which will assume any or all of the duties of Declarant hereunder, and upon Foundation's evidencing its consent in writing to accept such assignment, said Foundation to the extent of such assignment, shall assume Declarant's duties hereunder, have the same

rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant hereunder. Under such assignment, and to the extent thereof, Declarant shall thereafter be relieved from all liabilities, obligations and duties hereunder.

Section 7. Severability. All of the conditions, covenants, restrictions and reservations contained in this Declaration of Covenants, Conditions and Restrictions shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions or reservations, or any part hereof, is invalid, or for any reason becomes unenforceable, all of the remaining conditions, covenants, restrictions and reservations or any part thereof shall remain in full force and effect.

Section 8. Benefits and Burdens. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Declarant, the Lot Owners located within the Property and their respective heirs, successors, personal representatives and assigns.

Section 9. Singular and Plural. Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter as the context requires.

IN WITNESS WHEREOF, Running Brook Group, Inc. has executed this instrument the day and year first above written.

Running Brook Group, Inc.
A Colorado Corporation

By: (Signature of)
Richard D. Wahlgren, President

Exhibit "A"**Property Description**

The Southwest 1/4 and the South 1/2 of the Southeast 1/4 of Section 30, Township 7 South, Range 64 West of the 6th Principal Meridian, and the Southeast 1/4 of Section 25, Township 7 South, Range 65 West of the 6th Principal Meridian, lying East of County Road 13, County of Elbert, State of Colorado, being more particularly described as follows:

BEGINNING at the Southeast corner of the South 1/2 of the Southeast 1/4 of said Section 30; thence N 89°40'15" W (all bearings are based on a solar observation obtained March 22, 1985), along the South line of said Southeast 1/4, a distance of 2633.15 feet to the South 1/4 corner of said Section 30; thence N 89°30'48" W, along the South line of said Southwest 1/4, a distance of 2337.76 feet to the Southwest corner of said Southwest 1/4; thence N 89°11'37" W, along the South line of the Southeast 1/4 of said Section 25, a distance of 692.60 feet to the Easterly right-of-way line of said County Road 13; thence along said Easterly right-of-way line, the following three (3) courses and distances:

(1) N 7°20'29" E, a distance of 2127.33 feet; (2) N 7°58'51" E, a distance of 196.99 feet; (3) N 15°59'50" E, a distance of 342.54 feet to the North line of the Southeast 1/4 of said Section 25; thence departing from said Easterly right-of-way line, S 89°18'33" E, along said North line, a distance of 320.91 feet to the West 1/4 corner of said Section 30; thence S 89°32'34" E, along the North line of the Southwest 1/4 of said Section 30, a distance of 2308.99 feet to the center of said Section 30; thence S 00°08'53" E, along the East line of said Southwest 1/4, a distance of 1320.78 feet to the Northwest corner of the South 1/2 of the Southeast 1/4 of said Section 30; thence S 89°36'24" E, along the North line of said South 1/2, a distance of 2635.23 feet to the Northeast corner of said South 1/2; thence S 00°03'32" E, along the East line of said South 1/2, a distance of 1317.32 feet to the POINT OF BEGINNING, containing 11,010,372 square feet (252.763 acres) more or less.

268936
Reception No. _____ Date _____
Elbert County Recorder
Richard D. Wahlgren At 2:10 P.M.
AUG 22 1986 Book 397 Page 88
AMENDMENT TO
DECLARATION

AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RUNNING BROOK ESTATES SUBDIVISION

THIS INSTRUMENT amends the original Declaration of Covenants, Conditions and Restrictions for Running Brook Estates Subdivision, Elbert County, Colorado, recorded in Book 382, commencing at Page 905 of the records of Elbert County, on July 22, 1985, as follows:

ARTICLE VI, Section 1, Subsection (I) is deleted from the original Declaration and replaced by the following:

(I) Animals. No animals will be raised or bred on any lot for commercial reasons.

- (1) Household pets will be allowed. However, no more than two (2) of any kind of animal will be allowed without approval of the Declarant or its assigns. No more than two (2) horses may be maintained on any lot.
- (2) Pigs, goats, cows, sheep and farm fowl will not be allowed.

Subsection (Q) of the same Article of the original Declaration is deleted and replaced by the following:

(Q) Dwelling Size. Finished floor area of each dwelling, exclusive of porches and garages, shall not be less than 1400 square feet. Sliding doors, windows, and doors must be of a color other than natural aluminum.

DATED this 18th day of August, 1986.

RUNNING BROOK GROUP, INC.
A Colorado Corporation

By _____
Richard D. Wahlgren, President

ATTEST:

Secretary, Donald Boodel Jr

RUNNING BROOK FOUNDATION, INC.
A Colorado nonprofit Corporation

By _____
Richard D. Wahlgren, President

ATTEST:

Secretary, Donald Boodel Jr

AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RUNNING BROOK ESTATES SUBDIVISION

THIS INSTRUMENT amends the original Declaration of Covenants, Conditions and Restrictions for Running Brook Estates Subdivision, Elbert County, Colorado, recorded in Book 382, commencing at Page 905 of the records of Elbert County on July 22, 1985, and the prior amendment thereto recorded in Book 397 at Page 88 of the records of Elbert County on August 22, 1986, as follows:

ARTICLE VI, Section 1, Subsection (Q) as amended, is hereby deleted and replaced by the following:

(Q) Dwelling Size. Finished floor area of each dwelling, exclusive of porches and garages, shall not be less than 1400 square feet. Sliding doors, windows, and doors must be of a color other than natural aluminum.

These covenants shall expressly extend to all lots located in Running Brook Estates as set forth on the original plat, as well as any new lots that are created by amendments to that plat, and specifically Lots 53(A) and 53(B) of the proposed amendment to the Running Brook Estates Subdivision plat. These lots are included in the metes and bounds legal description attached as Exhibit A to the Declaration of Covenants, Conditions and Restrictions; however, in order to avoid any confusion, those covenants recorded in Book 382 commencing at Page 905 in the records of Elbert County, Colorado, and any amendments thereto shall have application to Lots 59(A) and 59(B) as well as all other lots located in said subdivision.

DATED this 17th day of June, 1988.

RUNNING BROOK GROUP, INC.
a Colorado Corporation

ATTEST:

By _____

Steven Miller, President

Donald Boodel, Secretary

Reception No. 282787 Date Oct
 Elbert County Registrar
 by [Signature]
 AMENDMENT TO

AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RUNNING BROOK ESTATES SUBDIVISION

THIS INSTRUMENT amends the original Declaration of Covenants, Conditions and Restrictions for Running Brook Estates Subdivision, Elbert County, Colorado, recorded in Book 283, commencing at Page 905 of the records of Elbert County, dated July 22, 1985, as follows:

ARTICLE VI, Section 1, Subsection (I) is deleted from the original Declaration and from any amendment thereto previously filed and is replaced by the following:

- (I) **Animals.** No animals shall be raised or bred on any lot for commercial reasons.
 - (1) Household pets will be allowed. However, no more than two (2) of any kind of animal falling in that category will be allowed without approval of the Declarant or its assigns. No more than five (5) horses may be maintained on any lot.
 - (2) Pigs, goats, cows, sheep and farm fowl will not be allowed.

Subsection (J) of the same Article of the original Declaration is deleted and replaced by the following:

- (J) **No Resubdivision.** Lots 1 through 57 shall not be resubdivided into smaller tracts or lots. Lots 58 and 59 may be resubdivided into smaller tracts or lots, but no lot thus created can be less than 2.5 acres. No portion of any lot may be sold, transferred, conveyed or encumbered, provided, however, conveyances of dedications of easements for utilities or private lanes or roads may be made for less than all of one single-family lot.

All other provisions of the Declaration of Covenants, Conditions and Restrictions of Running Brook Estates Subdivision and any amendments thereto previously recorded, except as herein modified, are reaffirmed by the Declarant.

DATED this 17th day of October, 1988.

RUNNING BROOK GROUP, INC.
A Colorado Corporation

ATTEST:

By _____
Steven Miller, President

Donald Boodel, Secretary

RUNNING BROOK FOUNDATION, INC.
A Colorado Nonprofit Corporation

ATTEST:

By _____
Steven Miller, President

Donald Boodel, Secretary

Reception No. 285086

AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
RUNNING BROOK ESTATES SUBDIVISION

THIS INSTRUMENT amends the original Declaration of Covenants, Conditions and Restrictions for Running Brook Estates Subdivision, Elbert County, Colorado, recorded in Book 283, commencing at Page 905 of the records of Elbert County, Colorado, dated July 22, 1985, and supersedes all prior amendments recorded in the records of Elbert County, Colorado.

The amendments are as follows:

ARTICLE VI, Section 1, Subsection (I) is deleted from the original Declaration and from any amendment thereto previously filed and is replaced by the following:

- (I) **Animals.** No animals shall be raised or bred on any lot for commercial reasons.
- (1) household pets will be allowed. However, no more than two (2) of any kind of animal falling in that category will be allowed without approval of the Declarant or its assigns. No more than four (4) horses may be maintained on any lot.
 - (2) Pigs, mules, burros, goats, cows, sheep and farm fowl will not be allowed.

ARTICLE VI, Section 1, Subsection (J) is deleted from the original Declaration and from any amendment thereto previously filed and is replaced by the following:

(J) **No Resubdivision.** Lots 1 through 57 shall not be resubdivided into smaller tracts or lots. Lots 58 and 59 may be resubdivided into smaller tracts or lots, but no lot thus created can be less than 2.5 acres. No portion of any lot may be sold, transferred, conveyed or encumbered, provided, however, conveyances of dedications of easements for utilities or private lanes or roads may be made for less than all of one single-family lot.

ARTICLE VI, Section 1, Subsection (K) is deleted from the original Declaration and from any amendments thereto previously filed and is replaced by the following:

(K) Refuse and Rubbish. Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No Single-Family Lot or any portion of the Common Areas shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Burning of trash will not be permitted. No trash container or trash storage facility shall exceed 3cubic feet in size.

ARTICLE VI, Section 1, Subsection (O) is deleted from the original Declaration and from any amendments thereto previously filed and is replaced by the following:

(O) Number and Location of Building. No building or structures shall be placed, erected, altered or permitted to remain on any Single—Family Lot other than:

- (1) One detached single-family dwelling house; and an
- (2) Attached or approved detached garage; and a
- (3) Service-type out building;
 - (a) Any outbuilding constructed to house horses shall be constructed in such a manner that each horse stall shall consist of a minimum of 100 square feet;
 - (b) That the building shall be entirely enclosed and roofed and shall be constructed in a manner that is compatible with the architectural scheme of the single-family dwelling.
 - (c) Said structure shall provide adequate storage for hay, feed, and grain. There shall be no outside storage of said materials allowed except in an emergency situation and for a short period of time not to exceed thirty (30) days.
- (4) All out buildings must match in architectural style, color, and materials.

ARTICLE VI, Section 1, Subsection (Q) is deleted from the original Declaration and from any amendments thereto and is replaced by the following:

(Q) **Dwelling Size.** Finished floor area of each dwelling, exclusive of porches and garages, shall not be less than 1600 square feet. Sliding doors, windows and, doors must be of a color other than natural aluminum.

ARTICLE VI, Section 1, Subsection (U) is deleted from the original Declaration and from any amendments thereto previously filed and is replaced by the following:

(U) **Exterior Lighting.** All exterior lighting and standards shall be approved by the Architectural Review Committee in the Running Brook Subdivision. Each dwelling shall have an outside lighting post which shall be located no further than 20 feet from the constructed dwelling. A driveway light may also be installed; however, said light may not be installed any closer than 20 feet from the road right-of-way.

ARTICLE VI, Section 1, Subsection (V) is deleted from the original Declaration and from any amendments thereto previously filed and is replaced by the following:

(V) **Garage and Off-Street Parking.** Any dwelling constructed must include an attached, or approved detached, two-car garage. Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. No parking shall be allowed within the road right-of-way. No inoperative or unlicensed vehicle shall be stored or parked on any lot.

All other provisions of the Declaration of Covenants, Conditions and Restrictions of Running Brook Estates Subdivision, except as herein modified, are reaffirmed by the Declarant.

DATED this 27th day of March, 1989.

RUNNING BROOK GROUP, INC.
A Colorado Corporation and
RUNNING BROOK FOUNDATION, INC.
A Colorado Nonprofit Corporation

By _____
Steven Miller, President

AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
RUNNING BROOK ESTATES SUBDIVISION

THIS INSTRUMENT amends the original Declaration of Covenants, Conditions and Restriction, for Running Brook Estates Subdivision, Elbert County, Colorado, recorded in Book 382. Commencing at Page 905 of the records of Elbert County, Colorado, dated July 22, 1985, and supersedes all prior amendments recorded in the records of Elbert County, Colorado.

The amendments are as follows:

ARTICLE VI, Section 1, Subsection (I) is deleted from the original Declaration and from any amendment thereto previously filed and is replaced by the following:

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(J) No Resubdivision Lots 1 through 57 shall not be resubdivided into smaller tracts or lots. Lots 58 and 59 may be resubdivided into smaller tracts or lots, but no lot thus created can be less than 2.5 acres. No portion of any lot may be sold, transferred, conveyed or encumbered, provided, however, conveyances of dedications of easements for utilities or private lanes or roads may be made for less than all of one single family lot.

ARTICLE VI, Section 1, Subsection (K) is deleted from the original Declaration and from any amendments thereto previously filed and *is* replaced by the following:

(K) Refuse and Rubbish. Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No Single Family Lot or any portion of the Common Areas shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Burning of trash will not be permitted. No trash container or trash storage facility shall exceed 3 cubic feet in size.

ARTICLE VI, Section 1, Subsection (O) is deleted from the original Declaration and from any amendments thereto previously filed and is replaced by the following:

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- (1) One detached single-family dwelling house; and an
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- (3) Service-type out building;
 - (a) Any outbuilding constructed to house horses shall be constructed in such a manner that each horse stall shall consist of a minimum of 100 square feet;
 - (b) That the building shall be entirely enclosed and roofed and shall be constructed in a manner that is compatible with the architectural scheme of the single-family dwelling.
 - (c) Said structure shall provide adequate storage for hay, feed, and grain. There shall be no outside storage of said materials allowed except in an emergency situation and for a short period of time not to exceed thirty (30) days.
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ARTICLE VI, Section 1, Subsection (V) is deleted from the original Declaration and from any amendments thereto previously filed and replaced by the following:

(V) Garage and Off-Street Parking. Any dwelling constructed must include an attached or approved detached, two-car garage. Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. No parking shall be allowed within the road right-of-way. No inoperative or unlicensed vehicle shall be stored or parked on any lot.

All other provisions of the Declaration of Covenants, Conditions and Restrictions of Running Brook Estates Subdivision, except as herein modified, are reaffirmed by the Declarant.

DATED this 27th day of March, 1989.

RUNNING BROOK GROUP, INC.
A Colorado Corporation and
RUNNING BROOK FOUNDATION, INC.
A Colorado Nonprofit Corporation

By _____
Steven Miller, President

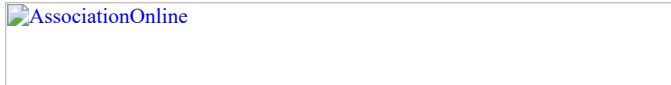
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Final Charge - 3874 Snowy Reach Cir; Elizabeth, CO 80107

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Total Amount Charged to Credit Card: \$15.00
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