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551752 09/08/1999 11:44A B1149 P493 M ALSDORF
1 of 36 R 180.00 D 0.00 GARFIELD COUNTY CO

**DECLARATION OF
PROTECTIVE COVENANTS**

FOR

PARK EAST SUBDIVISION

**CITY OF GLENWOOD SPRINGS
GARFIELD COUNTY, COLORADO**

11 pages



RETURN TO:
CHAFFIN/LIGHT ASSOCIATES, INC.
P.O. BOX 620
BASALT, CO 81621

135



TABLE OF CONTENTS

RECITALS		Page -1-
ARTICLE 1	DECLARATION - PURPOSES	Page -1-
	1.1 General Purposes	Page -1-
	1.2 Declaration	Page -1-
ARTICLE 2	DEFINITIONS AND AREA DESIGNATIONS	Page -2-
	2.1 Act	Page -2-
	2.2 Additional Land	Page -2-
	2.3 Annual Assessments	Page -2-
	2.4 Approval from the City	Page -2-
	2.5 Articles	Page -2-
	2.6 Assessments	Page -2-
	2.7 Association	Page -2-
	2.8 Board of Directors	Page -2-
	2.9 Building Envelope	Page -2-
	2.10 City	Page -2-
	2.11 Common Elements	Page -2-
	2.12 Common Expenses	Page -3-
	2.13 Conservation Easement	Page -3-
	2.14 County	Page -3-
	2.15 CPI	Page -3-
	2.16 Declarant	Page -3-
	2.17 Declaration	Page -3-
	2.18 Design Review Committee	Page -3-
	2.19 Eligible Mortgage Holder	Page -3-
	2.20 Final Plat	Page -4-
	2.21 First Mortgage	Page -4-
	2.22 First Mortgagee	Page -4-
	2.23 General Development Guidelines	Page -4-
	2.24 Hillside Preservation Development Guidelines	Page -4-
	2.25 Limited Common Elements	Page -4-
	2.26 Lot or Lots	Page -4-
	2.27 Member or Members	Page -4-
	2.28 Mortgage	Page -4-
	2.29 Mortgagee	Page -4-
	2.30 Mortgagor	Page -4-
	2.31 Owner	Page -4-
	2.32 Park East	Page -4-
	2.33 Property Conveyed or Leased by Declarant	Page -5-
	2.34 Road	Page -5-
	2.35 Special Assessments	Page -5-
ARTICLE 3	ASSOCIATION MEMBERSHIP	Page -5-
	3.1 Formation of Association	Page -5-
	3.2 Board of Directors and Officers	Page -5-
	3.3 Association Rules	Page -6-
	3.4 Limited Liability	Page -6-
	3.5 Membership	Page -6-



3.6	Voting	Page -6-
3.7	Binding Effect	Page -7-
3.8	Enforcement	Page -7-
3.9	Power of the Association	Page -7-
3.10	Other Association Functions	Page -8-
3.11	Notice to Maintain	Page -8-
3.12	Mechanics' Liens	Page -8-
3.13	Special Provisions Regarding Association Property	Page -8-
ARTICLE 4	ARCHITECTURAL CONTROLS	Page -9-
4.1	Design Review Committee	Page -9-
4.2	Authority	Page -9-
4.3	Preliminary Approval	Page -9-
4.4	Final Approval	Page -10-
4.5	Building Permit	Page -10-
4.6	Variances	Page -10-
4.7	Standards	Page -11-
4.8	Review Process by DRC	Page -11-
4.9	Rules and Regulations	Page -11-
4.10	Written Records	Page -12-
4.11	Inspection and Compliance	Page -12-
4.12	Design Review Committee Not Liable	Page -12-
ARTICLE 5	ASSESSMENTS	Page -13-
5.1	Purpose of Assessments; Assessment Lien	Page -13-
5.2	Annual Assessments	Page -13-
5.3	Special Assessments	Page -14-
5.4	Rate of Assessment	Page -14-
5.5	Establishment of Annual Assessment Period	Page -14-
5.6	Individual Purpose Assessments.	Page -14-
5.7	Effect of Nonpayment	Page -15-
5.8	Successor's Liability for Assessments	Page -15-
5.9	Lot Waiver	Page -15-
5.10	Statement From Association	Page -16-
5.11	Assessments for Tort Liability	Page -16-
ARTICLE 6	INSURANCE	Page -16-
6.1	Types of Insurance	Page -16-
6.2	Named Insured and Interests	Page -17-
6.3	Insurance Proceeds	Page -17-
ARTICLE 7	GENERAL RESTRICTIONS	Page -17-
7.1	Residential Uses	Page -17-
7.2	Approval from the City	Page -17-
7.3	Building Envelope	Page -17-
7.4	Use of Common Elements	Page -17-
7.5	Limited Common Elements	Page -18-
7.6	Domestic Animals	Page -18-
7.7	Boundary Line Adjustments by Owners	Page -18-
7.8	Boundary Line Adjustments by Declarant	Page -18-
7.9	Utilities	Page -18-
7.10	Enclosure of Unsightly Facilities and Equipment	Page -18-



7.11	Parking and Garages	Page -19-
7.12	Satellite Dishes	Page -19-
7.13	Drainage and Erosion Control	Page -19-
7.14	Pest Control	Page -19-
7.15	Noxious or Offensive Activity	Page -19-
7.16	No Mining, Drilling or Quarrying	Page -19-
7.17	Completion of Construction	Page -20-
7.18	Fireplaces	Page -20-
7.19	Driveways	Page -20-
7.20	Trees and Landscaping	Page -20-
7.21	Damage by Owners	Page -20-
7.22	Fences	Page -20-
7.23	Sewage Disposal Systems	Page -21-
7.24	Limits on Certain Vehicles	Page -21-
7.25	Signs	Page -21-
7.26	Declarant's Use	Page -21-
7.27	Exterior Lighting	Page -21-
7.29	Owner's Duty to Maintain Landscaping	Page -21-
7.30	Owner's Duty To Plant Trees	Page -21-
7.31	Placement of Electrical Transformers	Page -22-
ARTICLE 8	EASEMENTS AND RIGHTS RESERVED	Page -22-
8.1	Easements Described on Plat	Page -22-
8.2	Development of Park East	Page -22-
8.3	Utility Easements	Page -22-
8.4	Emergency Access Easements	Page -23-
8.5	Future Trails	Page -23-
8.6	Effect of Conservation Easement	Page -23-
ARTICLE 9	WATER	Page -23-
ARTICLE 10	TERM, AMENDMENT AND TERMINATION OF COVENANTS	Page -23-
10.1	Term	Page -23-
10.2	Amendments	Page -24-
10.3	Recording, Preparation of Documents	Page -24-
10.4	Technical Amendment	Page -24-
10.5	Special Amendment	Page -24-
10.6	Rule Against Perpetuities	Page -24-
10.7	Termination	Page -25-
ARTICLE 11	ANNEXATION OF ADDITIONAL PROPERTY	Page -25-
11.1	Annexation without Approval of Members	Page -25-
11.2	Acquisition of Additional Common Elements	Page -25-
11.3	Amendment	Page -25-
ARTICLE 12	MISCELLANEOUS	Page -26-
12.1	Interpretation of the Covenants	Page -26-
12.2	Colorado Law	Page -26-



551752 09/08/1999 11:44A B1149 P497 M ALSDORF
5 of 36 R 180.00 D 0.00 GARFIELD COUNTY CO

12.3	Disclaimer	Page -26-
12.4	Notices; Registration of Mailing Address	Page -26-
12.5	Distribution of Information	Page -26-
12.6	Non-Waiver	Page -26-
12.7	Severability	Page -27-
12.8	Run with the Land	Page -27-

RECITALS

1. Terms used in these Recitals have the meaning ascribed in Article 2, below.

2. Park East is located adjacent to the Glenwood Springs Municipal Airport. Low-flying aircraft frequently use the airspace above the subdivision, creating noise, vibrations, fumes, dust, airborne fuel residue and other effects. Ownership of a property within Park East is taken subject to that certain Aviation and Hazard Agreement between Declarant and the City, recorded September 8, 1999 in the real property records of Garfield County in Book 1149 at Page 487 which establishes certain rights in the City and obligations on the part of Owners related to the continuing operation of the airport.

3. Ownership and use of certain property within Park East is subject to a Grant of Conservation Easement recorded September 8, 1999 in the real property records of Garfield County in Book 1149 at Page 469, from the Declarant, herein defined, to The Roaring Fork Conservancy, a nonprofit Colorado corporation, for the purpose of conserving natural, ecological, riparian, wetlands habitat, wildlife habitat, scenic, and other open space values within the subdivision, as more fully described in statutes of the State of Colorado. The conservation easement grants to The Roaring Fork Conservancy the right to preserve and maintain the values listed above within Park East, particularly along the Roaring Fork River and its adjoining hillside. Pursuant to the terms of the Conservation Easement and except as provided in the next sentence, the Association shall be responsible to pay the Roaring Fork Conservancy for the performance of its duties under the Conservation Easement. Declarant has committed to pay said costs for the first two years after the recordation of the Conservation Easement in the records of the County.

4. Among the easements described on the Final Plat is the Trail Easement to the City, providing for the creation and maintenance of pedestrian and bicycle paths within Park East.

ARTICLE 1 DECLARATION - PURPOSES

1.1 General Purposes. Park East Development Company, LLC, a Colorado limited liability company ("Declarant") is the owner of certain real property located in the City of Glenwood Springs, Garfield County, Colorado, known as Park East Subdivision (referred to herein as "Park East"), and more particularly described on the Final Plat thereof recorded in Plat Reception No. 551751 of the office of the Garfield County Clerk and Recorder. Declarant intends to develop said property as a Planned Community. Declarant intends that the owners, trust deed beneficiaries, mortgagees and any other persons or entities now or hereafter acquiring any interest in Park East shall hold such interest subject, and shall be subordinate, to all the rights, privileges, obligations and restrictions set forth in this instrument. In addition, the Park East Subdivision Homeowners Association, Inc., has been created to perform certain obligations described herein and to own, hold, operate and manage common elements for the benefit of all owners within Park East.

1.2 Declaration. To further the purposes herein expressed, Declarant, for itself and its successors and assigns, with respect to Park East, hereby declares that all said lands except the public streets, parks and trails as dedicated and shown on the Final Plat shall at all times be

551752 09/08/1999 11:44A B1149 P499 M ALSDORF
7 of 36 R 180.00 D 0.00 GARFIELD COUNTY CO

owned, held, used and conveyed as a Planned Community to be known as the Park East Subdivision, subject to the terms, provisions, conditions and restrictions contained in this instrument, which terms, provisions, conditions and restrictions shall be binding upon and inure to the benefit of Declarant and to any person or legal entity acquiring an interest in Park East.

ARTICLE 2 DEFINITIONS AND AREA DESIGNATIONS

2.1 Act shall mean the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101, *et seq.*, as it may be amended from time to time.

2.2 Additional Land shall mean and refer to additional real property subject to Declarant's unilateral right of annexation as provided elsewhere in this Declaration, which property is more particularly described as Tract #1 and Tract #2, Park East Subdivision, Garfield County, Colorado.

2.3 Annual Assessments shall mean the charges levied and assessed each year against a Lot pursuant to Section 5.2 below.

2.4 Approval from the City shall mean the terms under which the City of Glenwood Springs granted approval for filing the Final Plat and for the issuance of the Special Use Permit granted to Declarant for development within the Hillside Preservation Zone District, within Park East, including all representations made by Declarant in the application process, which representations were not modified during the approval process.

2.5 Articles shall mean Articles of Incorporation and any amendments thereto for the Association.

2.6 Assessments mean Annual (or regular) Assessments, Special Assessments, Individual Purpose Assessments (as defined in Section 5.6, below) and any assessments due by reason of or related to the default of any Owner under the provisions of this Declaration.

2.7 Association means Park East Subdivision Homeowners Association, Inc., a Colorado nonprofit corporation formed and incorporated to be and constitute the Association to which reference is made in this instrument to further the common interests of owners of all Lots within Park East.

2.8 Board of Directors means the governing board of the Association.

2.9 Building Envelope means the area shown on the Final Plat for Lots 70 through 83 within which development activity may occur. Except as otherwise provided in the Approval from the City, or the Final Plat, no development activity or changes in the natural condition of any lands shall occur outside Building Envelopes.

2.10 City means the City of Glenwood Springs, Colorado.

2.11 Common Elements shall mean the Real Estate and all improvements constructed thereon, except the Lots, and shall include, without limitation, the following:



551752 09/08/1999 11:44A B1149 P500 M ALSDORF
8 of 36 R 180.00 D 0.00 GARFIELD COUNTY CO

2.11.1 The sewage lift station identified on the Final Plat, including the pressurized line running from the sewage lift station, but excluding the gravity lines running to the pressurized line.

2.11.2 Those portions of the raw water distribution system installed on Lots outside of the areas dedicated to the City, as shown on the Final Plat, including any related easements.

2.11.3 The 24 foot private access easement running across Lots 1 and 6.

2.11.4 All other aspects of Park East identified as a common element on the Final Plat; and

2.11.5 In general, all other parts of Park East existing for the common uses of some or all of the Owners and all other parts of the Project necessary or convenient to its existence, maintenance or safety or normally in common use.

2.12 **Common Expenses** means estimated and actual expenditures made or to be made by or on behalf of the Association, together with any allocations to reserve or sinking funds.

2.13 **Conservation Easement** means that certain Grant of Conservation Easement for a perpetual conservation easement in gross by Park East Development Company, LLC, in favor of Roaring Fork Conservancy, on, over and across that portion of Park East located within the City of Glenwood Springs Hillside Preservation Zone District as illustrated more fully on the Final Plat, as the Conservation Easement may be amended from time to time.

2.14 **County** shall mean Garfield County, Colorado.

2.15 **CPI** means Consumer Price Index, All Urban Consumers, for the Denver/Boulder metropolitan area, All Items as promulgated by the U.S. Department of Labor, Bureau of Labor Statistics. If the CPI becomes unavailable or in the reasonable determination of Declarant ceases to be a valid measure of the purchasing power of the consumer dollar, Declarant may designate a substitute index of recognized authority.

2.16 **Declarant** shall mean the Declarant, as defined in Section 1.1, above.

2.17 **Declaration** means this Declaration of Protective Covenants for Park East Subdivision as recorded in the real property records of Garfield County, Colorado, and as may be amended from time to time.

2.18 **Design Review Committee**, sometimes referred to as the DRC, shall mean either the Board of Directors or a committee appointed by the Board of Directors of the Association for the purpose of reviewing and approving improvements or changes to lands within Park East.

2.19 **Eligible Mortgage Holder** shall mean the holder of any first priority Mortgage encumbering a Lot that has given written notice to the Association of said Mortgage. Such notice shall include a true copy of the Mortgage as recorded.

551752 09/08/1999 11:44A B1149 P501 M ALSDORF
9 of 36 R 180.00 D 0.00 GARFIELD COUNTY CO

2.20 **Final Plat** shall mean the subdivision Final Plat for Park East recorded in Plat Book _____ at Page _____ of the real property records of Garfield County, Colorado, and any amendments thereto as may be duly approved by the City.

2.21 **First Mortgage** shall mean a Mortgage on a Lot, which has priority over all other security interests on the Lot.

2.22 **First Mortgagee** shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

2.23 **General Development Guidelines** means the guidelines as may be adopted by the Design Review Committee from time to time to provide persons desiring to build homes, to construct other improvements or carry on any other development activity on Lots with site development design criteria.

2.24 **Hillside Preservation Development Guidelines** means those guidelines found within Exhibit "A" which apply to the Hillside Preservation Zone District. The Hillside Preservation Development Guidelines may not be amended or abridged without the prior written consent of the City.

2.25 **Limited Common Elements** shall mean and refer to those parts of the Common Elements which are either limited to and reserved for the exclusive use of the Owner or Owners of a particular Lot or are limited to and reserved for the common use of the Owners of more than one, but fewer than all, of the Lots. All Limited Common Elements shall be used in connection with the applicable Lot(s) to the exclusion of the use thereof by the other Owners, except by invitation. At the creation of Park East no Limited Common Elements existed or were anticipated to be created.

2.26 **Lot or Lots** means fee ownership of subdivided parcels of land designated by number on the Final Plat. A Lot is a Unit, as that term is defined by the Act.

2.27 **Member or Members** means Owners who are Members of the Association.

2.28 **Mortgage** means any mortgage, deed of trust or other security instrument creating a real property security interest in any Lot, excluding any statutory, tax or judicial liens.

2.29 **Mortgagee** means any grantee or beneficiary of a Mortgage.

2.30 **Mortgagor** means any grantor or trustor of a Mortgage.

2.31 **Owner** means the person or persons or legal entity holding record fee simple title to a Lot. Declarant shall be entitled to treat the record title holder of a Lot as the Owner thereof for all purposes.

2.32 **Park East** means all the property shown on the Final Plat for 83 Lots, any Additional Land added thereto as may be permitted under this Declaration; and shall also mean

the Planned Community of that name created in Section 1.2 hereof. No more than 113 Lots may be developed in Park East.

2.33 **Property Conveyed or Leased by Declarant** means any real or personal property, which Declarant sells, grants, assigns, conveys or leases to the Association, if any. The Association shall be obligated to and shall accept title to, interests in, or rights to use or lease property which may be sold, assigned, granted, conveyed or leased to the Association by Declarant, subject to such reservations, restrictions and conditions as Declarant may reasonably provide.

2.34 **Road** means any road shown on the Final Plat.

2.35 **Special Assessments** means any special or extraordinary Assessment levied and assessed pursuant to Section 5.3 below.

ARTICLE 3 ASSOCIATION MEMBERSHIP.

3.1 **Formation of Association.** The Association shall be a nonprofit Colorado corporation charged with the duties and vested with the powers prescribed by law and as set forth in its Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 **Board of Directors and Officers.** The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with its Articles and Bylaws as the same may be amended from time to time. The Association, by and through the Board, shall govern and manage all Property Conveyed or Leased by Declarant and any other Association property and shall enforce the provisions of this Declaration. The Board may also appoint various committees and hire employees. The Board shall determine the compensation to be paid to any employee of the Association.

3.2.1 **Period of Declarant Control.** The initial Board shall be composed of three members. From the date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the first to occur of sixty (60) days after conveyance of 75% of the Lots within Park East to Owners other than Declarant, two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business, or two (2) years after any right to add new units was last exercised pursuant to Article 11, below. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the period of Declarant's control, but in that event, Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

3.2.2 **Declarant Control Over Individual Board Seats.** Not later than sixty (60) days after conveyance of 25% of the Lots within Park East to Owners other than Declarant, at least one member and not less than 25% of the members of the Board will

be elected by Owners other than Declarant. Not later than sixty (60) days after the conveyance of 50% of the Lots within Park East to Owners other than Declarant, not less than 33-1/3% of the members of the Board will be elected by Owners other than Declarant. Not later than the termination of Declarant's control as provided in Section 3.2.1, the Owners (including Declarant) shall elect the Executive Board of at least five (5) members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant and the Board shall elect the officers, with such Board members and officers to take office upon termination of the period of Declarant's control.

3.3 Association Rules. The Association may, from time to time, adopt, amend and repeal rules and regulations to be known as the "Park East Subdivision Homeowners Association Rules" by a majority vote of the Board. The purpose of the Park East Subdivision Homeowners Association Rules shall be to implement, supplement or otherwise carry out the purposes and intentions of this Declaration, including but not limited to enforcement of the terms and intent of the Conservation Easement. Association Rules shall at all time prohibit the use of lands encumbered by the Conservation Easement in any manner which violates the terms of the Conservation Easement.

3.4 Limited Liability. Neither the Association nor its past, present or future officers, directors, nor any employee, agent or committee Member of the Association, nor the Declarant shall be liable to any Owner or to any other person for any damage, act, omission to act, simple negligence or other matter of any kind or nature, except gross negligence. Without limit to the foregoing, the Association, the Board and the Declarant shall not be liable to any party for any action or for any failure to act in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Association for such purposes shall not be adequate, the Owners severally agree to indemnify the Association, the Board and the Declarant against loss resulting from such action or failure to act in good faith and without malice. The foregoing limitations of liability shall extend to the officers, agents, legal representatives and trustees of Declarant.

3.5 Membership. This Association shall be a membership association without certificates or shares of stock. The members of the Association shall be those persons or entities, including Declarant, who are the Owners, from time to time, of Lots in Park East as shown on the Final Plat. Membership in the Association shall automatically terminate when an Owner of one of the Lots ceases to be an owner of such Lot.

3.6 Voting. Except as otherwise provided in this Declaration, a Member shall have one (1) vote for each Lot such Member may own. The affirmative votes of a majority of the total of all Members entitled to vote on any matter shall constitute approval of such matter. Where there is more than one record Owner of such Lot, the several record Owners of such Lot shall be required to designate, by prior written notice to the Association, the particular Owner who shall cast the one vote appurtenant to that Lot. If the several Owners of any Lot are unable or unwilling to designate a particular Owner to vote, then the membership appurtenant to that Lot shall not be entitled to vote on any Association affairs until such a designation is made. Subject to the right reserved in Declarant as set forth in Section 3.2 (and subsections 3.2.1 and 3.2.2) to appoint and remove members of the Board, in any election of the Board, every Owner



551752 09/08/1999 11:44A B1149 P504 M ALSDORF
12 of 36 R 180.00 D 0.00 GARFIELD COUNTY CO

entitled to vote (multiple Owners of one Lot being entitled collectively to one vote) shall have a number of votes for each Lot owned times the number of Board members to be elected. The candidates receiving the highest number of votes, up to the number of Board members to be elected, shall be deemed elected.

3.7 Binding Effect. Each Owner, lessees of an Owner, and each of the aforementioned parties' respective families and guests, the heirs, successors or assigns of an Owner, any Mortgagee, and any other persons using or occupying a Lot, shall be bound by and shall strictly comply with the provisions of this Declaration, the Bylaws, the Articles, any deed restrictions and covenants, and all rules, regulations and agreements lawfully made by the Association.

3.8 Enforcement The Association and the Declarant shall each have the right and power to bring suit in their respective names for legal or equitable relief for any lack of compliance with any provisions of this Declaration or rules promulgated by the Board or DRC. In addition, the Association shall have the right to impose on any Owner monetary fines for any lack of compliance with provisions of this Declaration or rules promulgated by the Board or DRC. In addition, the Association shall have the right to impose on any Owner monetary fines for any lack of compliance with provisions of this Declaration or rules promulgated by the Board or DRC and where such fines are not paid within the time provided, such fines may be collected as an Assessment Lien as more fully described in Section 5.1 below. The failure of the Association or Declarant to insist upon the strict performance of any such provisions or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision or the enforcement thereof. Any Owner aggrieved by a lack of compliance by another Owner may also bring suit for legal and equitable remedies. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees and expert witness costs, in connection therewith.

3.9 Power of the Association. Each Owner agrees that the Association has all the powers granted it under the Act and the Colorado Revised Nonprofit Corporation Act and any amendments thereto or replacements thereof. Such powers shall include, without limitation, levying Assessments against Owners, imposing a lien on Lots for any unpaid or uncollected Assessments or penalties and foreclosing any such liens, enforcing any deed restrictions and covenants, acquiring, holding, owning, leasing, mortgaging and disposing of property (excepting as such disposing of property may be limited in accordance with Section 3.13 below), the adoption of rules and regulations, the defending, prosecuting or intervention in litigation on behalf of all Members, the borrowing of moneys for Association purposes and the right to pledge future income in order to secure such indebtedness. The term "pledge of future income" shall include the right to impose a Special Assessment for repayment of such borrowing and to assign such Special Assessment (and all lien and collection rights appurtenant thereto) to the lender as security for repayment thereof. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, the Articles and Bylaw, or by law, and every other right, power or privilege reasonable to be implied from the existence of any right, power or privilege given to it herein or reasonably necessary to effectuate any such right, power or privilege.

3.10 Other Association Functions. The Association shall undertake, to the extent the Board in its sole discretion so elects, to provide functions or services for the benefit of all, or some, Members on such basis as the Board may reasonably determine. Such functions may be provided by the Association's employee(s) or independent contractor(s) retained by the Association. With respect to any such functions or services, the Board may establish "cost centers" for the operation thereof. A cost center shall mean the identification and aggregation of all costs reasonably estimated by the Board to be a particular function or service. Where cost centers are established, the Board shall have the discretion, based on benefits received, to determine which Members shall be charged for such benefits and what amounts shall be paid by each such Member. Notwithstanding the discretion provided above to the Association, it shall establish a cost center for expenses incurred in the operation, maintenance or replacement of the pump station and force sewer main serving Lots 2, 28 through 37, 42 through 44, and 70 through 79, and one for the maintenance of the landscaped islands within the right of way for Sky Ranch Drive and the Mountain Drive cul-de-sac. Costs associated with maintaining and repairing the driveway within the 24 foot private access easement running across Lots 1 and 6 and the landscaped islands on Sky Ranch Drive shall be borne by all Owners. Costs associated with the landscaped island in the Mountain Drive cul-de-sac shall be charged solely to the Owners of Lots 66, 67, 82 and 83.

3.11 Notice to Maintain. An Owner shall immediately report to the Association, in writing, the need for any maintenance, repair or replacement, which is the Association's responsibility to provide. In the event of any disagreement as to the need for or the responsibility of the Association to provide the said maintenance, repair or replacement, the good faith decision of the Board shall be final.

3.12 Mechanics' Liens. Declarant shall be responsible for the release of all mechanics' liens filed with respect to the Association property, or any part thereof, if any such liens arise or are alleged to arise from labor performed or materials furnished at the instance of Declarant, or its agents, contractors or subcontractors. Except as the result of labor performed or materials furnished at the instance of the Board, no labor performed or materials furnished with respect to Association property or Lots shall be the basis for filing a lien against any Association property. No labor performed or materials furnished at the instance of the Board shall be the basis for filing a lien against any Lot. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any Mechanics' lien against the Lot of any other Owner, the Common Elements or any part thereof, for labor performed and/or materials furnished in work on the Owner's Lot. Nothing in this Section shall be construed to restrict the right of any Owner to substitute a bond for any mechanic's lien as provided by C.R.S. 38-22-131.

3.13 Special Provisions Regarding Association Property. The Property Conveyed or Leased by Declarant and any other Association property shall at all times be owned, operated, maintained and exercised by the Association consistent with the provisions of this Declaration and in trust for the use, benefit and enjoyment of Owners of all Lots within Park East and their family members, guests and invitees. Except as to sales or leases in the ordinary course of operations; dispositions of worn, obsolete or damaged property or dispositions upon a threat of condemnation, no sales, leases or other dispositions of Association property may occur, except upon the prior written consent of all Owners and all Eligible Mortgage Holders, and notwithstanding the provisions of Section 10.2 below, no amendment to this Declaration may

551752 09/08/1999 11:44A B1149 P506 M ALSDORF
14 of 36 R 180.00 D 0.00 GARFIELD COUNTY CO

repeal or change this requirement, except upon the written consent of all Owners and all Eligible Mortgage Holders.

ARTICLE 4 ARCHITECTURAL CONTROLS

4.1 **Design Review Committee.** The Design Review Committee ("DRC") shall be composed of at least three (3) persons appointed by the Board. The Board may remove a member of the DRC and appoint a new member at any time, provided there shall at all times be at least three (3) persons serving on the DRC. The members of the DRC may or may not be Board members or Owners and may include one or more professionals such as an architect paid by the Association to perform such services. The DRC shall have and exercise all the powers, duties and responsibilities set out in this Declaration. The DRC may at the expense of the Association hire any professionals or a secretary or other personnel to perform administrative, clerical and other functions. So long as Declarant elects a majority of the Board of the Association, then Declarant may also act as the DRC hereunder.

4.2 **Authority.** Except as otherwise provided in this Declaration, no improvements of any kind or changes in the natural condition of any property including, but not limited to, the construction of dwellings or the structures, outbuildings, fences, grading, plantings, parking areas, walls, garages, driveways, antennae, satellite dishes, flag poles or the like, shall be erected, altered or permitted to remain on any Lots, or within any Building Envelopes, or elsewhere on Park East, nor shall any excavating, clearing or landscaping be done thereon unless complete architectural plans and specifications and a site plan showing the location and orientation for such construction or alteration or landscaping, or other documents as may be reasonably required by the DRC, are approved by the DRC prior to the commencement of such work.

4.2.1 Any work performed by or on behalf of Declarant, to any of Park East including, but not limited to, construction of Park East amenities, subdivision infrastructure and the like, shall not require approval of the DRC.

4.2.2 If Declarant ceases to act as the DRC as allowed in Section 4.1 above, the approval of Declarant, in its sole and absolute discretion, shall still be required for the initial construction of any residence in Park East. The foregoing requirement to obtain the approval of Declarant shall be limited to the initial construction of any residence in Park East and shall continue so long as Declarant remains the Owner of any Lots in Park East. In addition to obtaining the foregoing approval of Declarant, Owners shall also be required to obtain all requisite approvals from the DRC.

4.2.3 Notwithstanding the other provisions of this Section 4.2, the approval of the DRC and/or the Association shall not be required for the remodel of any improvements which have previously been reviewed and approved by the DRC, provided no modification of the exterior of the structure is made, and provided all approvals required by the City are first received by the Owner.

4.3 **Preliminary Approval.** Owners or prospective buyers of Lots within Park East who anticipate constructing improvements on lands within Park East shall submit preliminary sketches with a site plan of such improvements to the DRC (and Declarant for the initial construction of any residence in Park East) for informal and preliminary approval or disapproval. The contents of any proposed preliminary sketches and site plan shall conform with the

Standards set forth in Section 4.7, below. All preliminary site and architectural sketches shall be submitted in at least two (2) sets, and shall contain sufficient general information on those matters required to be in the complete architectural and site development plans and specifications to allow the DRC to act intelligently in giving an informed preliminary approval or disapproval. Persons contemplating the purchase of any Lot may submit preliminary sketches with site plans for purposes of obtaining an informal approval hereunder. The DRC (and Declarant for the initial construction of any residence in Park East) shall not be committed or bound by any preliminary or informal approval or disapproval.

4.4 Final Approval. At least two (2) complete sets of the architectural and site development plans and specifications (or such other documents as may be required by the DRC) shall be submitted to the DRC (or Declarant for the initial construction of any residence in Park East) along with a complete list of all exterior materials and colors to be used. All copies of the complete plans and specifications shall be signed for identification by the Owner or his architect. The contents of any proposed final architectural and site development plans and specifications shall conform with the Standards set forth in Section 4.7, below. The DRC (and Declarant for the initial construction of any residence in Park East) shall have the right to request whatever additional specific information, plans, specifications, reports and the like it deems necessary to evaluate the development proposal throughout the approval and construction process. The DRC (and Declarant for the initial construction of any residence in Park East) shall certify to the Owner, in writing, when the submittal is complete. The majority vote of the members of the DRC (and the approval of Declarant for the initial construction of any residence in Park East) shall be required for approval of plans; provided, however, that in the event the DRC (and Declarant, in the event of the initial construction of any residence in Park East) fails to take any action within sixty (60) days after two (2) copies of the complete architectural and site development plans, specifications, materials and colors have been submitted to it and the submittal has been certified in writing by the DRC (and Declarant for the initial construction of any residence in Park East) as complete, all of such submitted architectural plans shall be deemed to be approved. The DRC shall not unreasonably disapprove architectural plans. The DRC (and Declarant for the initial construction of any residence in Park East) shall disapprove any architectural and site development plans submitted to it which do not contain sufficient information for it to exercise the judgment required of it by these covenants.

4.5 Building Permit. An Owner may apply for a building permit from the City of Glenwood Springs at any time; provided, however, the plans submitted to the City of Glenwood Springs shall not differ in any way from the plans approved by the DRC. If the plans submitted to the City of Glenwood Springs differ in any way from the plans approved by the DRC, all approvals of the DRC shall be deemed automatically revoked.

4.6 Variances. The DRC may, by an affirmative vote of a majority of the members of the DRC, allow variances as to any of the architectural controls contained in this Declaration and/or policies or rules promulgated by the DRC or contained in the Development Guidelines, on such terms and conditions as it shall require. Further, any matter requiring a variance from land use, building or zoning regulations shall also require an approval from DRC. Notwithstanding the other provisions of this Section 4.6, neither the DRC nor the Association may grant a variance from, or otherwise amend, the Hillside Preservation Development Guidelines without first receiving the prior specific written approval of the City.

4.7 **Standards.** All development within Park East shall conform with the General Development Guidelines (as may be adopted from time to time) and to the Approval from the City. All development within Park East located within the Hillside Preservation Zone District shall also conform with the Hillside Preservation Development Guidelines. The DRC may, at any time, supplement the General Development Guidelines in a manner consistent with the Approval from the City and the intent of these Protective Covenants. Any material modification of the Hillside Preservation Development Guidelines shall require the prior written consent of the City.

4.8 **Review Process by DRC.** The DRC shall evaluate, among other things: (i) the materials to be used on the outside of buildings or structures, (ii) exterior colors, (iii) harmony or architectural design with other structures within Park East, (iv) height and other design features, (v) location with respect to topography and finished grade elevations, (vi) harmony of landscaping with the natural setting and native vegetation, and (vii) consistency with the Development Guidelines.

4.9 Rules and Regulations.

4.9.1 The Association and/or DRC may promulgate and adopt rules and regulations necessary to implement these covenants. These rules and regulations may include submission requirements concerning the type of information, reports, plans and specifications and the like which need to be submitted with any application, site specific limitations or restrictions for each Building Envelope, and may also include guidelines governing the development of each Building Envelope.

4.9.2 By way of illustration only and without requirement to do so and without limitation, the DRC rules and regulations may address and the DRC shall have the power and authority to regulate any or all of the following: application procedures and processing fees; charges by any outside professionals or other costs incident to evaluating any application, bonds in the form of cash deposit, letter of credit or otherwise regarding damage to Roads or other subdivision infrastructure and for revegetation and restoration of lands; color and materials including, but not limited to, roofs, chimneys, siding, masonry and glazing; setbacks, height limitations, building profiles and driveway locations; construction staging, construction hours which may be controlled during certain times of the year, storage for construction materials, location of temporary construction facilities such as trailers, dumpsters and toilets; and routing of utility extensions; drainage, grading and erosion control; landscape and vegetation, fencing, lighting, signage, and trails; concerns or objectives regarding maintenance of agricultural lands and preservation of wildlife; and privacy and visual characteristics. No DRC rule or regulation shall contradict the letter or intent of any portion of the municipal code of the City.

4.9.3 Such rules and regulations shall be adopted, amended or replaced by affirmative vote of a majority of the DRC and the approval of Declarant; however, Declarant's approval shall no longer be required at such time as Declarant ceases to be the Owner of any Lot in Park East and Declarant may, upon written notice to the DRC,

sooner waive and release the requirement to obtain such approval as to any rules or regulations to be adopted, amended or replaced.

4.10 **Written Records.** The DRC shall keep and safeguard, for the period of time required by law, complete and written records of all approved applications including one set of the finally approved architectural and site development plans, and of all actions of approval or disapproval and all other formal actions taken by it under the provisions of this instrument.

4.11 **Inspection and Compliance.** Neither Declarant, the Association nor the DRC shall have a duty or obligation to make inspections of any construction; however, nothing herein shall prevent Declarant and/or the DRC from making inspections prior to or after completion of any work. Upon the completion of any work for which approved plans and specifications are required, the Owner shall give written notice of completion to the DRC (and Declarant for the initial construction of any residence in Park East). Within thirty (30) days after receipt of such notice, the DRC (and Declarant for the initial construction of any residence in Park East) may inspect the work to determine its compliance with the approved plans. If the DRC (or Declarant for the initial construction of any residence in Park East) finds that the work was not done in substantial compliance with the approved plans or any construction or change in natural conditions on any Lot was undertaken without first obtaining approval from DRC (or Declarant for the initial construction of any residence in Park East), written notice shall be sent by certified mail, return receipt requested, requiring the Owner to cure such noncompliance within thirty (30) days or any extension thereof granted. If the Owner fails to cure the noncompliance or to enter into an agreement to cure on a basis satisfactory to the DRC (and Declarant for the initial construction of any residence in Park East) within said thirty (30) day period or any extension thereof as may be granted, the Board (or Declarant for the initial construction of any residence) may, at its option, cause the noncomplying improvement to be removed or the noncompliance to be cured. Upon demand, the Owner shall reimburse the Association and Declarant for all costs and expenses incurred by the DRC and/or Declarant in taking corrective action, plus all costs incurred in collecting amounts due including reasonable attorneys' fees and costs, and any amounts not paid may, without waiver of any other right or remedy, be collected as an Assessment Lien. The Owner shall be personally liable for all such costs and expenses, and the Association and Declarant shall also have a lien against the noncomplying Lot for the amount of all such costs and expenses. Such lien shall be (i) evidenced by a statement executed by the Association (or Declarant), if the lien arose during the initial construction of a residence in Park East, and recorded in the real estate records of Garfield County, Colorado, (ii) subordinate only to the first Mortgage, and (iii) subject to foreclosure in the manner provided by Colorado law for mortgages upon real property. Notwithstanding any other provision hereof, neither Declarant, its officers, agents, legal representatives and trustees, nor the DRC shall be responsible for: (a) determining that any construction or construction documents conform to applicable building codes, zoning or other land use regulations, (b) the accuracy or content of any construction documents or specifications prepared by any architect, engineer, or any other person, (c) construction means, methods, techniques, sequences or procedures, safety precautions or subsequent loss, damage or failures due to soil or any other natural or man-made conditions that may exist, or (d) any failure to carry out any construction in accordance with plans or specifications.

4.12 **Design Review Committee Not Liable.** Neither Declarant, the DRC, the Board, the Association or any of its Members shall be liable for damages to any person submitting any plans for approval or to any Owner or owners of lands within Park East, or as a

consequence of inspection and compliance activities conducted pursuant to Section 4.11, above, by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such plans or activities. Neither Declarant nor the DRC shall have liability or responsibility for any representations made to any Owner or prospective owner by any third parties. The decisions of Declarant and the DRC shall be governed by these covenants and any rules or regulations duly adopted by the DRC pursuant to these covenants.

ARTICLE 5 ASSESSMENTS

5.1 Purpose of Assessments; Assessment Lien. All Members of the Association hereby covenant and agree, and each Owner by acceptance of a deed to a Lot including without limitation public trustee, sheriff's or similar deed, is deemed to covenant and agree, to pay the Association Annual Assessments, Special Assessments, Individual Purpose Assessments and any Assessments due upon the default of the Owner, all such Assessments and charges to be established and collected as hereinafter provided. All and any Assessments, together with interest, costs, and reasonable attorneys' fees, shall be secured by a lien (the "Assessment Lien") on the Lot to which they relate in favor of the Association, which shall be a continuing servitude and lien and upon the Lot against which each such Assessment or charge is made. Where there is more than one Owner, each shall be jointly and severally liable for all Assessments.

5.1.1 Under the Act, the Association has a statutory lien on a Lot for Assessments and for fines imposed against its Owner from the time each Assessment or fine becomes due. In addition, fees, charges, late charges, attorneys' fees, fines and interest charged pursuant to this Declaration or the Act are enforceable as Assessments. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due.

5.1.2 The statutory lien for Assessments is prior to all other liens and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of this Declaration; (ii) a lien of a First Mortgage which was recorded before the date on which the Assessment sought to be enforced becomes delinquent; and (iii) liens for real estate taxes and other governmental Assessments or charges against the Lot. Notwithstanding the foregoing, the statutory lien for Assessments is also prior to the lien of a First Mortgage to the extent of an amount equal to the common expense Assessments based on a periodic budget adopted by the Association pursuant to Section 5.5 below which would have become due, in the absence of any acceleration, during the six months immediately preceding institution of an action to enforce the statutory lien.

5.1.3 The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien or Assessment is required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Owner and his Lot as a default Assessment.

5.2 Annual Assessments. Commencing with the year in which this Declaration is recorded, an Annual Assessment shall be made against each Lot based upon an annual budget approved by the Board for the purpose of paying Common Expenses, cost center functions or services allocated to certain or all Lots including, but not limited to, reserves for operating deficiencies, a sinking fund for capital improvements or any other matters reasonably determined

by the Board to be the subject of an Annual Assessment. Each annual budget established by the Board shall include payment of all Stewardship Fees due to the Roaring Fork Conservancy under the Conservation Easement, which payment obligation shall bind each and every Owner.

5.3 Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any Assessment period, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, or for other extraordinary expenses, provided that any Special Assessment in excess of Five Thousand and No/100 Dollars (\$5,000.00) shall have (except in the event of an emergency where there shall be no such limit) the approval of two-thirds of the Owners eligible to vote, by votes cast in person or by proxy at a meeting duly called for such purposes. Further and for so long as Declarant owns any Lot, the Association shall have no right (except in the event of an emergency) to levy a Special Assessment without the written consent of Declarant having been first obtained. For purposes of this Section, the term "emergency" shall mean any loss or damage, actual or threatened, to persons or property.

5.4 Rate of Assessment. Except as otherwise provided herein, Annual Assessments and Special Assessments shall be fixed based on the amount of the Assessment divided by the number of Lots that are obligated to pay Annual and Special Assessments, and may be collected on a yearly basis or more often as the Board so determines. Before, at and after the time Additional Land is annexed pursuant to the provisions of Article 11 hereof, the Owners of each legally created Lot shall be obligated to pay Annual and Special Assessments.

5.5 Establishment of Annual Assessment. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the calendar year, except that the first Assessment Period shall commence upon the recording of this Declaration and terminate on December 31 of such year. The Board in its sole discretion from time to time may change the Assessment Period. The Board shall fix the amount of the Annual Assessment against each Lot at least thirty days in advance of the beginning of each Assessment Period. Written notice of the Annual Assessment shall be sent to each Member. Failure of the Association to timely fix the Annual Assessment or to send a bill to any Member shall not relieve the member of liability for payment of any Assessments or charge. The due dates for payment of any Assessments shall be established by the Board.

5.6 Individual Purpose Assessments.

5.6.1 In addition to the Annual Assessments and Special Assessments as hereinabove provided, the Board may, at any time, and from time to time, determine, levy and collect assessments against any one or more, but fewer than all, of the Lots, for any matters of maintenance of repair, replacement or improvement reasonably attributable only to such Lot(s) and not all the Lots. Such Individual Purpose Assessments may be levied against individual Lots to pay or reimburse the Association for any costs, expenses, fees, and other charges, incurred or reasonably anticipated to be incurred by the Association, for maintenance, repair, replacement and improvement, or any other purpose, of or with respect to the Lots against which such Individual Purpose Assessment is levied which are not applicable to all Lots.

5.6.2 Individual Purpose Assessments may also be levied by the Board against one or more of the Lots for the purpose of collecting fines imposed against the Owner(s)

or resident(s) of said Lot(s) for the violation of the rules and regulation of the Board and/or the Association related to the Conservation Easement.

5.6.3 The amounts determined, levied and assessed pursuant to this Section 5.6 shall be due and payable as determined by the Board provided that written notice setting forth the amount of such Individual Purpose Assessment for each Lot and the due date(s) for payment thereof shall be given to the Owners of their affected Condominium Units not less than fifteen (15) days prior to the due date.

5.7 **Effect of Nonpayment.** Any Assessment or charge or installment thereof not paid when due shall be deemed delinquent and, in the discretion of the Board, may bear interest from and after the due date until paid at a rate set by the Association, but in no event greater than applicable law. The delinquent Member shall also be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting a delinquent Assessment. The Board may also record a Notice of Delinquent Assessment or charge against any Lot as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board, set forth the amount of the unpaid Assessment, set forth the name of the delinquent Owner and contain a description of the Lot and shall, upon recording, constitute an Assessment Lien. The Board may establish a fixed fee to reimburse the Association for the Association's cost in preparing and recording such notice, processing the delinquency and recording a release of said lien, which fixed fee shall be treated as part of the delinquent Assessment secured by the Assessment Lien. The Association may bring an action at law against the Owner personally obligated to pay the delinquent Assessment and/or foreclose the lien against said Owner's Lot. No Owner may waive or otherwise avoid liability for the Assessments provided for herein by non-use of the benefits derived from Assessments or by abandonment of his Lot. No delinquent Member shall be entitled to vote on any Association matters until the Assessment due, with interest and all other costs, has been paid in full. Where Assessments due from any Member are more than six (6) months delinquent, the Association may temporarily cut off any or all Association services or benefits to such Lot, until all delinquent Assessments are fully paid.

5.8 **Successor's Liability for Assessments.** Notwithstanding any terms and provisions of this Declaration to the contrary, the sale or transfer of any Lot shall not affect the personal obligation of the Owner for the payment of Assessments, charges, costs or fees levied hereunder, or the lien for Assessments, charges, costs or fees levied hereunder, except that sale or transfer of a Lot pursuant to foreclosure of a First Mortgage or any proceeding in lieu thereof, shall extinguish the lien of Association Assessments, charges, fees and costs which become due after the recording of the First Mortgage and prior to any such sale or transfer or foreclosure, or any proceeding in lieu thereof, except to the extent the lien of the Association has priority over the First Mortgagee under Section 5.1 above; provided, however, that any such Assessments, charges, costs or fees which are extinguished as provided herein may be reallocated and assessed to all Lots as a common expense. Further, no First Mortgagee shall be personally liable for any unpaid Assessments, charges, costs or fees, or portion thereof, accruing against a Lot prior to the time such First Mortgagee takes title to such Lot pursuant to any remedy provided in its First Mortgage or by law. The sale, transfer, foreclosure or any proceeding in lieu of a foreclosure of a Lot shall not relieve the person or entity who becomes an Owner by reason of such sale, transfer, foreclosure or any proceeding in lieu thereof from liability for any Assessments, charges, costs or fees or any portion thereof becoming due after such sale, transfer, foreclosure, or any proceeding in lieu thereof, and such Lot shall be subject to the lien for such subsequent Assessments, charges, costs and fees.

551752 09/08/1999 11:44A B1149 P513 M ALSDORF
21 of 36 R 180.00 D 0.00 GARFIELD COUNTY CO

5.9 **Lot Waiver.** The Association's lien on a Lot for Assessments, charges, costs and fees provided for herein, shall be superior to any Lot exemption as is now or may hereafter be provided by state or federal law. The acceptance of a deed to a Lot shall constitute a waiver of the Lot exemption against all such Assessments, charges, costs and fees.

5.10 **Statement From Association.** Upon written request and payment of such reasonable fee as may be set by the Association, the Association shall issue a written statement to any grantee or Mortgagee verifying the status of all Assessments or charges affecting the Lot. Any statement as to the existence or amount of any delinquencies shall, absent manifest error, conclusively bind the Association.

5.11 **Assessments for Tort Liability.** In the event of any tort liability against the Association, which is not covered completely by insurance, each Owner shall contribute for the payment of such liability as a Special Assessment. The Association may, however, require a larger contribution from fewer than all Owners under any legal or equitable principles regarding liability for negligent or willful acts or omissions.

ARTICLE 6 INSURANCE

6.1 **Types of Insurance.** The Association shall obtain and keep in full force and effect the following insurance coverage, if appropriate:

6.1.1 Property and fire insurance with extended coverage and standard all-risk endorsements, including vandalism and malicious mischief, on Property Conveyed or Leased by Declarant or any other Association property. The total amount of insurance, after application of deductibles, shall be 100% of the replacement value of the insured property exclusive of land, foundations and other items normally excluded from property policies.

6.1.2 Public liability and property damage insurance, including medical payments insurance, in an amount to be determined by the Board, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the ownership, operation, maintenance or other use of Association Property. This policy shall also cover operation of automobiles or other vehicles or equipment on behalf of the Association.

6.1.3 Workman's compensation and employer's liability insurance in the amounts and in the forms required by law.

6.1.4 Fidelity coverage against the dishonesty of employees, destruction or disappearance of money or securities, and forgery. This policy shall also cover persons who serve the Association without compensation.

6.1.5 Coverage of members of the Board and officers of the Association against libel, slander, false arrest, invasion of privacy and errors and omissions and other forms of liability generally covered in officers and directors liability policies.

551752 09/08/1999 11:44A B1149 P514 M ALSDORF
22 of 36 R 180.00 D 0.00 GARFIELD COUNTY CO

6.1.6 Coverage against such other risk of a similar or dissimilar nature as the Board deems appropriate.

6.1.7 Notwithstanding the preceding, the Association shall be permitted, if allowed by the Act, to omit any of the coverage described in Subsections 6.1.4, 6.1.5, and 6.1.6, above, where premiums are unreasonably expensive or the coverage is not available in the geographic area where Park East is located or the coverage is not offered by a carrier of sufficient credit rating.

6.2 **Named Insured and Interests.** The Association shall be the named insured under each of said policies. Where appropriate, the named insured may be the officers and directors of the Association. Policies of insurance shall also name Declarant as an insured so long as it shall retain any interest in Park East. Where appropriate, separate Owners may also be named insureds. The certificate or memoranda of insurance, duplicate originals of all policies and renewals, and proof of payment of premiums shall be issued to the Association, and upon request, to Declarant and to any Owner who is a named insured or to any Eligible Mortgage Holder.

6.3 **Insurance Proceeds.** The Association shall receive the proceeds of any insurance purchased by the Association. In the event of damage or destruction due to fire or other disaster, if the insurance proceeds are sufficient to reconstruct the improvements, the Association shall promptly cause such reconstruction to occur. If the insurance proceeds are not sufficient for such purpose, the Association may levy a Special Assessment against the Owners for such deficiency.

ARTICLE 7 GENERAL RESTRICTIONS

7.1 **Residential Uses.** Each Lot shall be used only for residential purposes and such accessory or incidental uses thereto as may be permitted under applicable zoning laws, consistent with this Declaration. Nothing in this Declaration of Protective Covenants shall preclude, or be deemed to preclude, the construction of one or more Accessory Dwelling Units.

7.2 **Approval from the City.** All improvements constructed on any Lot and the use thereof shall be in accordance with the terms, provisions and conditions of the Final Plat, Approval from the City and any amendments to said plat or approval.

7.3 **Building Envelope.** With the exception of landscaping, driveways and utilities, development on those Lots with Building Envelopes shall be located within the Building Envelopes.

7.4 **Use of Common Elements.** Subject to the rights of Declarant provided in this Declaration, there shall be no obstruction of the Common Elements nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Association. Except for those improvements erected or installed by Declarant in its completion of the Project, nothing shall be altered on, constructed in or removed from the Common Elements without the prior written approval of the Board of the Association. Such approval will not be unreasonably withheld and may be conditioned upon the Owner who requests the approval to submit plans for the alteration to the Association for approval, obtain insurance as required by the Association and post adequate surety. In reviewing any plans, the Association

may engage the services of architects, attorneys and engineers and the cost of such services will be paid by the requesting party.

7.5 Limited Common Elements. Subject to the terms and provisions of this Declaration, every Owner shall have the exclusive right to use and enjoy the Limited Common Elements appurtenant to that Owner's Lot. At the time this Declaration was executed, there were no Limited Common Elements.

7.6 Domestic Animals. Owners of Lots within Park East shall be allowed to have domestic animals and pets, with limitations reasonably imposed by the Board. Owners shall adhere to all regulations of the City of Glenwood Springs, which govern the keeping of domestic animals and pets. On Lots 70 through 83, dog runs shall be permitted only within a Building Envelope.

7.7 Boundary Line Adjustments by Owners. Owners of contiguous Lots may cause a boundary line adjustment to be effected provided that:

7.7.1 the approval of the Association and the City is first obtained;

7.7.2 no Building Envelope is affected;

7.7.3 no Common Element is affected; and

7.7.4 the Owners desiring such adjustment shall pay all reasonable costs incident thereto including preparation, approval and recording of an amended Plat as may be required by the City and Declarant.

7.8 Boundary Line Adjustments by Declarant. Notwithstanding the provisions of Section 7.7 above, boundary line adjustments by Declarant shall be permitted as between the boundary of any Lots owned by Declarant and as between the boundary of any Lots owned by Declarant and property adjacent to Park East lands abutting such Lots. As to any boundary line adjustment under this Section, Declarant shall obtain any requisite approvals required by the City and shall pay all reasonable costs incident thereto including preparation, approval and recording of an amended plat.

7.9 Utilities. With respect to development by Owners on any Lot, all domestic water, electrical, telephone and other utility pipes or lines shall be buried underground and shall not be carried on overhead poles or above the surface of the ground. Any areas of natural vegetation or terrain disturbed by the burying of utility lines shall be revegetated to DRC standards, by and at the expense of the Owner causing the installation of the utilities, no later than the next growing season following such installation. Notwithstanding any other provision hereof, there is reserved to Declarant the right to temporarily install overhead poles, towers or above ground pipes for utilities.

7.10 Enclosure of Unsightly Facilities and Equipment. All unsightly facilities, equipment and other items including, but not limited to those specified below, shall be enclosed within a covered structure. Any motor home, trailer, boat, truck, tractor or any similar items shall be kept at all times, except when in actual use, in an enclosed garage. Any refuse or trash containers, utility meters or other facilities, service areas, or storage piles shall be enclosed

within a structure or appropriately screened from view by planting or fencing approved by the DRC and adequate to conceal the same. No lumber, metals, boat materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction and only for such reasonable periods of time as is necessary prior to their collection or disposal.

7.11 **Parking and Garages.** Each single-family residence constructed on any Lot shall include a minimum of three parking spaces.

7.12 **Satellite Dishes.** Satellite dishes with a diameter of less than or equal to 24 inches shall be permitted on Lots subject to obtaining any requisite County or City land use approvals. Owners desiring to install satellite, relay, up-link or other communication dishes or facilities with a diameter of greater than 24 inches shall first obtain the approval of the DRC. Any proposal to the DRC shall also include a plan for berming, screening, fencing or planting so as to conceal the dish or other facilities, and shall include details as to location, size, color, installation, maintenance and other specifications as the DRC may reasonably require.

7.13 **Drainage and Erosion Control.** No Owner shall do anything which shall impair or adversely affect the natural drainage on any Lot, divert drainage or irrigation water onto another Lot, deprive any other Lot of its natural drainage course, or otherwise deprive any Lot of its irrigation water. No Lot improvements may cause new erosion or exacerbate existing erosion or drainage patterns where such changes are, in the opinion of the Association, detrimental to Park East lands. Owners of Lots 70 through 83 (inclusive) are required to contain all surface storm water run off within the Building Envelope with a retention system approved by the City Engineer. The Association retains the right over and across all Lots, other than Building Envelopes, to engage in any drainage, soil or erosion control activities.

7.14 **Pest Control.** No Owners may engage in any pest control activities outside a residence without having first obtained the written approval of the Association. The Association, consistent with this Declaration, may grant or withhold any such approvals. In the granting of any approval, the Association may impose conditions on any pest control including the techniques, devices or chemicals that may be employed. All pest control shall be implemented at the expense of such Owner.

7.15 **Noxious or Offensive Activity** Noxious or Offensive Activity . Each Owner shall be entitled to the quiet enjoyment of his or her property. No noxious or offensive activity or sound shall be conducted on any portion of Park East at any time, nor shall anything be done or permitted which may become a nuisance to, or unreasonably disturb, Owners of other Lots, or be injurious to the reputation of Park East.

7.16 **No Mining, Drilling or Quarrying.**

7.16.1 **Mining, quarrying, tunneling, excavating or drilling for any substances within the earth including oil, gas, minerals, gravel, sand, rock and earth, shall not be permitted within the limits of Park East.**

7.16.2 **Drilling for water for domestic, agricultural or recreational purposes is hereby expressly prohibited within the limits of Park East.**

7.17 **Completion of Construction.** Any construction activity on any Lot in Park East shall be completed and fully cleaned up within eighteen (18) months from its commencement or a variance shall be obtained from the DRC to allow for a longer period of construction upon proof of due diligence. All disturbed areas shall be revegetated within one growing season of disturbance.

7.18 **Fireplaces.** No solid fuel burning fireplaces, stoves, appliances, or other devices shall be permitted, except outdoor charcoal grills. All structures to be constructed in Park East shall comply with the fireplace regulations of the City related to non-solid fuel devices.

7.19 **Driveways.**

7.19.1 Driveway design, location, surfacing material and construction methods, including without limitation application of an approved dust retardant, shall be approved by the DRC and the City, if required by the City code or other regulation.

7.19.2 Owners shall be responsible for the maintenance and repair of their driveway.

7.20 **Trees and Landscaping.** Owners of Lots encumbered by a landscape buffer, as identified on the Final Plat, shall maintain the landscape buffer located within the Lot as required by the Approval from the City. The Association shall maintain landscaping found (1) within the cul-de-sac located off Mountain Drive, (2) within the roundabout located at the south entrance to Park East, and (3) the island at the north entrance to Park East.

7.21 **Damage by Owners.** Each Owner is responsible for any damage caused to driveways, ditches, fences, trails, natural draining courses, utilities, Association property, or to other Lots or property thereon during the construction of improvements upon his Lot, by any vehicle belonging either to him or anyone using the roads of Park East while engaged in any activity benefiting the Owner.

7.22 **Fences.** All fences to be erected by Owners must first be approved by DRC and shall be in harmony with the nature, setting and surroundings of Park East. Fence height may not exceed six feet within any Building Envelope. The height of any other fence may not exceed four feet. These exceptions are made:

7.22.1 Fences on Lots 35 through 40 (inclusive) and Lot 42 within ten (10) feet of the rear lot line adjacent to the Neighborhood Park will be limited to rail fences with these additional restrictions:

- No more than four rails will be allowed,
- Rails will not be greater than 6" in width,
- The gaps in between the rails can be covered with a transparent wire mesh to contain pets.

7.22.2 For Lots 10 through lot 25 (inclusive) and Lots 47 through 61 (inclusive), fences outside the rear lot setback (adjacent to the airport) may not exceed six feet, and

7.22.3 Lots 70 through 83 (inclusive) shall be designed, constructed and maintained in conformance with the Hillside Preservation Development Guidelines found in Exhibit "A", attached hereto.

7.23 **Sewage Disposal Systems.** Every residence within Park East will be connected to the City's sewage system. Individual sewage disposal systems shall be prohibited.

7.24 **Limits on Certain Vehicles.** The Association shall have the authority: (a) to prohibit entirely from Park East certain motor vehicles that may be considered to emit noise or other pollution in excess of levels or standards promulgated by the Association, and (b) to promulgate such other rules and regulations as shall be necessary with respect to the operation, maintenance or storage of motor vehicles and other equipment or machinery on Park East lands. No recreational vehicles, trailers, unused or unusable vehicles or similar equipment and machinery may be stored outside of a garage within Park East. No action taken by the Association pursuant to this Section 7.24 shall contravene any aspect of the City code or other regulation promulgated by the City.

7.25 **Signs.** The Association shall have the right to post signs on any Lot prohibiting trespassing or hunting, to protect boundary lines or for any other purposes consistent with Park East operations.

7.26 **Declarant's Use.** Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant, its employees, agents, and contractors to perform such reasonable activities, and to maintain upon portions of Park East, such facilities as Declarant deems reasonably necessary or incidental to the completion and sale of Lots, specifically including without limiting the generality of the foregoing, maintaining business offices, storage areas, signs, model units, sales offices, parking areas and lighting facilities. Declarant reserves the right to locate any sales office, management office or models on any Lot owned by Declarant. The rights retained by Declarant in this Section shall terminate upon the earlier to occur of (a) the sale of the last Lot by Declarant to the first Owner thereof and (b) seven years from the date this Declaration is filed in the land records of the County. Notwithstanding any other provision of this Section 7.26, Declarant shall make no use of any portion of Park East which contravenes the applicable zoning regulations of the City.

7.27 **Exterior Lighting.** All exterior lighting in Park East shall comply with any landscape guidelines and/or lighting regulations of the City, the Development Guidelines and with the regulations of the DRC and the Board.

7.28 **Accessory Dwelling Units.** Accessory Dwelling Units shall be permitted in conformance with the rules and regulations of the City.

7.29 **Owner's Duty to Maintain.** Each Owner shall maintain, and if necessary, install, landscaping in the area between any road within or adjacent to Park East Subdivision and the edge of the Owner's Lot. All such landscaping shall conform with the requirements of the City, if applicable.

7.30 **Owner's Duty To Plant Trees.** The first Owner of a Lot located adjacent to the Glenwood Springs Airport, which Lot is encumbered by a Landscape Easement, as identified

on the Final Plat, shall, no later than the end of the growing season (May through October) immediately following the issuance of a certificate of occupancy for the improvements on the Lot, plant at least two trees within the Landscape Easement next to the Airport. Deciduous trees will have a trunk measuring at least 1 1/2 inches as measured by a caliper at a height of three feet from the ground. At least one such tree will be an evergreen at least six feet in height. The owner shall be responsible for keeping the trees alive, or replacing them if the Owner is unsuccessful.

7.31 Placement of Electrical Transformers. All electrical transformers and associated meter pedestals shall be front lot line located. No trees, shrubs, fences, or any other obstacle shall be placed around or in front of transformers without permission from the City's Electric Department.

ARTICLE 8 EASEMENTS AND RIGHTS RESERVED

8.1 Easements Described on Plat. All of Park East is subject to the easements shown, created, reserved, dedicated or granted on the Final Plat.

8.2 Development of Park East. Declarant reserves for itself (and to the extent necessary, such right is hereby extended to the Association) and their agents, employees and contractors, as Special Declarant Rights (as defined by the Act), the rights to enter upon Park East and to do whatever Declarant deems necessary or advisable in connection with construction of other work to be performed by Declarant for the development of Park East subdivision improvements including, but without limitation, the construction and installation of a domestic water system, fire protection, drainage, irrigation and water storage facilities, the installation of utilities, the construction of roads, grading and landscaping, the construction of buildings and other improvements to be constructed by Declarant, including amenities, the erection or placement of such temporary structures as may be reasonably necessary to facilitate such development, placement of such sign or signs as Declarant may deem advisable in connection with the sale of the Lots and to effectuate the exercise of the rights of Declarant under Section 7.26 hereof. The foregoing rights shall remain in Declarant and may also be exercised by Declarant as to any Property Conveyed and Leased by Declarant notwithstanding such conveyance to the Association. No rights reserved in this Section 8.2 shall extend into any Building Envelope on any Lot after the closing on the sale to an Owner other than Declarant.

8.3 Utility Easements. The Declarant hereby reserves rights: (a) to grant non-exclusive easements for utilities, ditches, irrigation and drainage purposes including, without limitation, for the installation, relocation, operation, maintenance, repair and replacement of lines, pumps, pipes, transformers, towers, tanks, wires, conduits, culverts, ditches, ponds and other facilities of systems and for ingress and egress to and from the same over and across the real property described herein other than Building Envelopes, and (b) without extinguishing the aforementioned general easement, from time to time to substitute one or more specific easements for the use by utility companies of others by recording of an instrument in the real estate records of the County. Unless the written consent of Declarant is first obtained, utility companies shall have no right to use easements over Park East lands to serve properties adjacent to Park East. The City shall have the right to use utility easements within Park East to service or reach property adjacent to Park East. Declarant shall be entitled to receive any consideration paid by such adjacent property owner or the utility company for such easement. Where necessary, Declarant shall have the right, without obtaining the consent of any Owner, Mortgagee or the

Association to amend the Final Plat to reflect any relocations of existing easements shown on the Final Plat or the granting of new easements for any of the purposes permitted hereunder.

8.4 Emergency Access Easements. A non-exclusive easement for ingress and egress is hereby granted to the Association or Declarant, and to police, sheriff, fire protection, ambulance and other similar emergency agencies of persons, now or hereafter servicing Park East and its residents to enter upon driveways located in Park East in the lawful performance of their duties.

8.5 Future Trails. In the event the City or the County elects to construct or have constructed any trail, the Board will be entitled to participate with the City in the planning for said trails within Park East, to the extent practicable.

8.6 Effect of Conservation Easement. Any deed, assignment or other legal instrument for any Lot directly encumbered by the Conservation Easement (and not simply required to abide by certain of its terms by the provisions of this Declaration) conveying, transferring or divesting any interest in all or a portion of such Lot, including, without limitation, a leasehold interest, shall incorporate the terms of the Conservation Easement within such conveyance document and bind any assignee by the terms and conditions of the Conservation Easement. The Owner of each such Lot shall provide reasonable written notice to the Roaring Fork Conservancy of the transfer of any such interest prior to the date of such transfer. The failure of an Owner to perform any act required by this Section shall not impair the validity of the Conservation Easement or limit its enforceability in any way. Successors or assigns of each such Owner shall provide written acknowledgment to the Roaring Fork Conservancy of its intent to be bound and abide by all terms and provisions of the Conservation Easement and perform all duties and obligations of Grantor as identified therein.

ARTICLE 9 WATER

Water shall be provided to each lot through a connection with the water system of the City of Glenwood Springs. No private or communal wells shall be allowed in Park East, except as required by the Association, and then only after receipt of the written consent from the City. If a raw water irrigation system is available within Park East with sufficient capacity, it shall be the only water used for irrigation purposes.

ARTICLE 10. ARTICLE TERM, AMENDMENT AND TERMINATION OF COVENANTS

10.1 Term. The term of this Declaration shall be perpetual.

10.2 Amendments. Commencing on the date of recording hereof and continuing until the closing (i.e., recording of the deed) on the first sale of one half of the Lots within Park East by Declarant, Declarant shall have the absolute right to amend any provision of this Declaration, except as limited by Section 3.13, provided that such amendment shall not materially adversely affect merchantability of title to any Lot; provided further that no provision contained herein related to the Conservation Easement may be amended without the prior written approval of the Roaring Fork Conservancy. After the expiration of the period described in the preceding sentence or earlier written relinquishment by Declarant, if any, this Declaration may, except as limited by Section 3.13, be amended by a vote of sixty-seven percent (67%) of the

votes entitled to be cast by the Members; provided that such amendment shall not adversely affect marketability of title to any Lot; provided further that no provision contained herein related to the Conservation Easement may be amended without the prior written approval of the Roaring Fork Conservancy. Except as provided in Section 3.13, consent of Mortgagees shall not be required in order to amend this Declaration. By instrument signed by Declarant and duly recorded in the real property records of the County, Declarant may sooner relinquish its right to amend this Declaration or make interpretations thereto as permitted in Section 11.1 below. The Declaration shall be amended at a meeting called for that purpose and within six (6) months after the date of such meeting there shall be recorded in the real estate records of the County an instrument evidencing such amendment. Any instrument amending this Declaration shall be duly executed by Declarant or both the President and Secretary of the Association, as the case may be. Notwithstanding the preceding, no amendment shall be permitted that is inconsistent with any of the rights granted, retained or reserved to Declarant hereunder or which attempts to enlarge or expand any obligation of Declarant hereunder unless such amendment is consented to in writing by Declarant.

10.3 Recording, Preparation of Documents. Every amendment to the Declaration must be recorded in the office of the Clerk and Recorder of the County and shall be effective only upon recording. Amendments to the Declaration required by this Article to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

10.4 Technical Amendment. To the extent allowed by the Act and notwithstanding any other provision of this Article 10, Declarant hereby reserves and is granted the right and power to record, without the approval or consent of any Owner, First Mortgagee, or any other person or entity, technical amendments to this Declaration, Articles of Incorporation and/or Bylaws of the Association, at any time prior to the conveyance of the last Lot by Declarant to the first Owner thereof (other than Declarant) or five (5) years from the date this Declaration is recorded in the real property records of the County, whichever occurs first, for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of this Declaration.

10.5 Special Amendment. To the extent allowed by the Act, Declarant hereby reserves and is granted the right and power to record, without the approval or consent of any Owner, First Mortgagee, or any other person or entity, special amendments to this Declaration, the Articles of Incorporation and/or Bylaws of the Association, at any time prior to the conveyance of the last Lot by Declarant to the first Owner thereof (other than Declarant) or five (5) years from the date this Declaration is recorded in the real property records of the County, whichever occurs first, in order to comply with any requirements of any of the Agencies or to induce any of the Agencies to make, purchase, sell, insure, or guarantee one or more First Mortgages.

10.6 Rule Against Perpetuities. If any of the terms, covenants, conditions, easements, restrictions, uses, limitations or obligations created by this Declaration shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing like or similar time limits, such provision shall continue only for the period

of the life of the Declarant, his now living descendants, and the survivor of them, plus twenty-one (21) years.

10.7 Termination. This Declaration may be terminated only if all the Owners and Eligible Mortgage Holders agree to such termination by an executed acknowledged instrument duly recorded in the real estate records of the County. This Declaration shall also terminate in the event of the taking of all of Park East by condemnation or eminent domain or abandonment or termination as provided by law.

ARTICLE 11 ANNEXATION OF ADDITIONAL PROPERTY

Notwithstanding any other provision of this Declaration, the Declarant shall have the rights recited in this Article 11.

11.1 Annexation without Approval of Members.

11.1.1 As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until seven (7) years from the date this Declaration is first recorded in the real property records of the County to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the Additional Land, whether in fee simple or leasehold, by filing in the real property records of the County an amendment annexing such property. Such Subsequent Amendment to this Declaration shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such Subsequent Amendment unless otherwise provided therein.

11.1.2 Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex the Additional Land which is herein reserved to Declarant, provided that such transfer is memorialized in a written, recorded instrument.

11.1.3 The rights reserved unto Declarant to subject Additional Land to the Declaration shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such Additional Land to this Declaration or to the jurisdiction of the Association. If such Additional Land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such Additional Land, nor shall such rights in any manner limit or restrict the use to which such Additional Land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

11.2 Acquisition of Additional Common Elements. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Additional Land which upon conveyance or dedication shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

11.3 Amendment. Notwithstanding any other provision of this Declaration, this Article shall not be amended while the Declarant retains the right to exercise the rights defined in

this Article 11 without the written consent of Declarant, so long as the Declarant owns any of the Additional Land.

ARTICLE 12 MISCELLANEOUS

12.1 **Interpretation of the Covenants.** Except for judicial construction, Declarant shall until the closing (i.e., recording of the deed) on the sale of the first three (3) Lots have the exclusive right to construe and interpret the provisions of this Declaration. Thereafter, the exclusive right to construe and interpret this Declaration shall rest with the Association acting by and through its Board. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the construction or interpretation of the provisions hereof by Declarant and thereafter the Association shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration and provisions hereof. The provisions of this Declaration shall be liberally construed to effectuate its purpose or creating a uniform plan for the development, operation and maintenance of Park East.

12.2 **Colorado Law.** The interpretation, enforcement or any other matters relative to this Declaration shall be construed and determined in accordance with the laws of the City and of the State of Colorado.

12.3 **Disclaimer.** No representations or warranties of any kind, express or implied, have been given or made by Declarant, or its agents or employees, in connection with Park East, or any portion thereof, or any improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness or intended use or operation, cost of maintenance or taxes except as expressly set forth in this Declaration or except as set forth in any Disclosure Statement required to be given under applicable rules of the Colorado Real Estate Commission.

12.4 **Notices; Registration of Mailing Address.** Each Owner and each First Mortgagee, insurer or guarantor of a First Mortgage, shall register his mailing address with the Association, and notices or demands intended to be served upon the Association, any such Owner, First Mortgagee, insurer or guarantor shall be hand delivered or sent by first class mail, postage prepaid, addressed to the Association at its address set forth below (or such other address of which it gives notice) or to such other person or entity addressed in the name of such person or entity, at such registered address. However, if any Owner fails to so notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Lot. Until the same has been changed, the address for the Association shall be: 181 Basalt Center Circle, Suite 201, P.O. Box 620, Basalt, Colorado 81621.

12.5 **Distribution of Information.** In the event that the Association or any Owner wishes to notify the Owners of any matter affecting the Project or the community, the Association shall distribute said notice on behalf of itself or any such Owner. The right of an Owner to compel the distribution of such notices by the Association shall be subject to the reasonable rules and regulations promulgated by the Association.

12.6 **Non-Waiver.** Failure by Declarant, the Association, any Owner, any First Mortgagee or any other person or entity to enforce any covenant, condition, restriction, easement, reservation, right-of-way or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

12.7 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of this Declaration is alleged to be or declared by a court of competent jurisdiction to be unconscionable, Declarant shall have the right by amendment to this Declaration to replace such provision with a new provision, as similar thereto as practicable, but which in Declarant's reasonable opinion would be considered not to be unconscionable.

12.8 Run with the Land. Declarant, for itself and its successors and assigns, hereby declares that all of Park East shall be held, used and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in Park East.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Protective Covenants for Park East this 1st day of September, 1999.

PARK EAST DEVELOPMENT COMPANY, LLC

By: James A. Horn
James A. Horn
Member - Manager

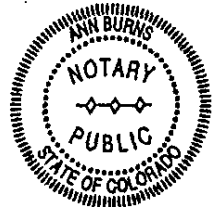
STATE OF COLORADO)
)
COUNTY OF PITKIN)

The foregoing Declaration of Protective Covenants for Park East Subdivision was acknowledged before me this 1st day of September 1999, by James A. Horn as Member-Manager of Park East Development Company, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: January 30, 2003

Ann Burns
Notary Public



MY COMMISSION EXPIRES:
January 30, 2003

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EXHIBIT A

SPECIAL CONDITIONS FOR THE SPECIAL USE PERMIT IN THE HILLSIDE PRESERVATION ZONE DISTRICT

Application For Building Permit.

On the site plan submitted with an application for a building permit for each lot within the Hillside Preservation zone district, the boundaries of each building envelope and lot shall be shown in relationship to lot lines, setback lines and proposed buildings. The plan shall show the maximum area of site disturbance and measures including landscape plantings required by Section 4 of this document.

General.

The following site design standards shall apply and be enforceable by the Glenwood Springs Building Department at the time of building permit:

Accessory Buildings:

Accessory buildings may be built anywhere within the building envelopes.

A variance may be granted for sheds, etc. to be constructed outside the building envelope down to the Community Trail Easement.

Maximum Accessory Building Height: 23 feet

Site Disturbance Area.

The Site Disturbance Area is that area of a lot above the community trail easement including the designated building envelope where all ground surfaces may be disturbed as necessary to accommodate improvements allowed within the building envelope and landscape development of all areas outside of the building envelope, except that all native trees and shrubs located outside of the building envelope shall be preserved. On those sites where the existing vegetation is considered a significant attribute of the site, the siting and design of buildings shall retain the existing significant vegetation where possible. Any snags in the riverbank corridor shall be retained. The entire Site Disturbance Area may be developed with landscape plantings, fixtures and furnishings customary to residential lots except as otherwise limited elsewhere in these Conditions and Restrictions.

Trees and Lawns.

Each owner of a home shall be required to plant at least five trees, a minimum of 30' apart in the area between the rear line of the building envelope and the riverbank trail easement within two months of the issuance of a Certificate of Occupancy – weather permitting. All deciduous trees shall be of at least 3" caliper and all evergreen trees shall be at least 12 feet in height. At least one of the required five trees shall be an evergreen tree.

Special Use Permit #3-99
Park East Subdivision
Page 3

There shall be no cutting or altering of natural trees and shrubs located outside of the building envelope.

All owners shall provide for erosion control during construction. Reclamation shall occur prior to the issuance of a certificate of occupancy considering that weather may delay reclamation in which case a temporary certificate of occupancy will be issued.

Fences.

Generally all fences erected within the Hillside Preservation zone district shall be in harmony with the development and the natural setting and surroundings of the riverbank. These other key restrictions will be observed:

No fence outside a building envelope may be higher than 48".
Generally fences must be constructed utilizing these materials:

Wooden rail
Architecturally compatible solid wood and natural stone
Steel fences, including wire mesh fencing but excluding barbed wire and chain link fencing.

Within 20' of the community trail, fences will be limited to rail fences with these additional limitations:

No more than four rails will be allowed,
Rails will not be greater than 6" in width
The gaps in between the rails can be covered with a transparent wire mesh to contain pets.

Building parcel fencing used to screen use areas within the building envelope shall be designed as part of the residential complex.

Dog run fencing shall be permitted within a building envelope. The intent is to provide small dog runs in non-visual areas adjacent to the home. Horses and livestock will not be allowed on any portion of the property.

Exterior Lighting.

Exterior lighting should be minimized. Where outdoor lighting is required, fixtures shall be covered so that no light source is directly visible. Lights, which produce a warm effect, rather than a cool effect, should be used. Incandescent, color corrected high-pressure sodium and metal halide lights are appropriate. Some types of fluorescent and mercury vapor lights are not appropriate.

Special Use Permit #3-99
Park East Subdivision
Page 4

After adoption of a City lighting ordinance, all new construction shall comply with the ordinance.

Mechanical equipment and storage.

Mechanical equipment and storage areas should be screened from horizontal view in an architecturally compatible manner. Mechanical equipment on roofs must be hidden with a visual barrier.

Television dishes shall be screened from view planes from the river. Dishes should be painted earth colors to blend into the landscape and building structures.

Building Design.

a) Building Height Standards:

Building height shall be defined as "Building Height" per city code, except that there shall be no allowance for an additional 5' of height for roof extensions beyond the defined Building Height.

Maximum Building heights for the Hillside Preservation District are defined on the Park East Final Plat with maximum heights ranging from 23 feet to 32 feet except for the following provision:

Lots 77, 78 and 79 shall be limited to a maximum of one story with a walkout basement and a roof pitch no greater than 8 inches of vertical rise for every 12 inches of horizontal run.

Buildings should be designed so that they solidly meet the ground.

Building designs should attempt to minimize the apparent scale of buildings.

Rooflines of buildings should be designed to be compatible with surrounding building forms.

Buildings should step to follow the natural terrain.

Exterior Wall Surfaces.

Exterior wall colors should harmonize with the site and surrounding buildings.

Exterior wall surfaces apply to the outermost building surface exposed to weather including building walls, beams and columns. Exterior wall surfaces should be of natural materials including wood siding, stone, and applied stucco like material.



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Special Use Permit #3-99
Park East Subdivision
Page 5

Exterior wall surfaces shall be of earthy or darker tones, which are less visually imposing than lighter tones.

Trim colors offer a wider variety of choices, so long as they do not create high contrast with other color selections from any primary viewpoint.

Roof Surfaces.

Roof surfacing materials should be selected to help new buildings blend with their surroundings.

Roof materials are to be fireproof. Roof colors shall be of earthy or darker tones.

Solar Collectors.

Skylights and solar panels must be designed in an unobtrusive manner.

Solar collectors are encouraged so long as reflections therefrom do not intrude on other residential building sites.

Site Furnishings.

All other site furnishings including flagpoles, gates and light standards shall be designed and painted earth colors to blend into the landscape.

Retaining walls.

Retaining walls should be compatible in form, scale, and materials with the architectural details and materials of nearby buildings.

Retaining walls must be designed to minimize their impact on the site. Walls over 4' tall should be stepped to form a number of benches which can be softened with landscaping.