

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF HIGH PINES PATIO HOME ASSOCIATION, INC.**

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF HIGH PINES PATIO HOME ASSOCIATION, INC.**

THIS DECLARATION, is made and entered into on the date this instrument is signed by HIGH PINES PATIO HOME ASSOCIATION, INC., a Colorado nonprofit corporation hereinafter referred to as the "Association."

This Declaration supersedes and fully replaces the following:

- 1) Restated Declaration of Covenants, Conditions and Restrictions of High Pines Patio Home Association, Inc. recorded in the records of the El Paso County, Colorado Clerk and Recorder on August 7, 2002, at Reception #202130493;
- 2) Amendment to Restated Declaration of Covenants, Conditions and Restrictions of High Pines Patio Home Association, Inc. recorded in the records of the El Paso County, Colorado Clerk and Recorder on March 16, 2005, at Reception #205037093;
- 3) Amendment to Restated Declaration of Covenants, Conditions and Restrictions of High Pines Patio Home Association, Inc. recorded in the records of the El Paso County, Colorado Clerk and Recorder on March 16, 2005, at Reception #205037095;
- 4) Amendment to Restated Declaration of Covenants, Conditions and Restrictions of High Pines Patio Home Association, Inc. recorded in the records of the El Paso County, Colorado Clerk and Recorder on March 16, 2005, at Reception #205037096; and
- 5) Amendment to the Restated Declaration of Covenants, Conditions and Restrictions for High Pines Patio Home Association, Inc. November 19, 2021, recorded in the records of the El Paso County, Colorado Clerk and Recorder on February 10, 2022, at Reception #222020453.

**WITNESSETH:**

WHEREAS, the Association is the owner of or has jurisdiction over certain parcels of real property located in the County of El Paso, State of Colorado, which are described in Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, the Association hereby declares that all of the properties described in Exhibit A shall be held, sold, and conveyed subject to the following easements, reservations, restrictions, covenants, and conditions which are for the purpose of promoting the common recreation, health, and safety of the owners of the properties and which shall run with the properties and be binding on all parties, their heirs, personal representatives, successors, and assigns having any right, title, or interest in the above described properties or any part thereof, and shall inure to the benefit of each owner.

## **ARTICLE I DEFINITIONS**

Section 1. Act shall mean the Colorado Common Interest Ownership Act, CRS § 38-33.3-101, et seq., as amended.

Section 2. Agencies shall mean and collectively refer to, the Federal National Mortgage Association ("FNMA"), the Federal Housing Agency ("FHA"), the Government National Mortgage Association ("GNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Department of Housing and Urban Development ("HUD"), the Veterans Administration ("VA"), or any other governmental or quasi-governmental agency or any other public, quasi-public, or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities.

Section 3. Architectural Control Committee shall mean the committee of three or more persons appointed by the Board to review and approve the plans and specifications for all improvements constructed on any Unit or for the construction of any new Patio Home on a Lot within the development to be offered for sale by an Owner/builder.

Section 4. Articles shall mean the Articles of Incorporation of the Association filed with the Office of the Secretary of State of the State of Colorado.

Section 5. Association shall mean and refer to the High Pines Patio Home Association, Inc. (HPPHA), a Colorado non-profit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and Officers. (References to the High Pines Owners Association, Inc. (HPOA) refers to the homeowner's association governing and providing services to the single-family homes located to the South and East of the boundaries of the HPPHA.)

Section 6. Board shall mean the Board of Directors of the Association as constituted from time to time.

Section 7. Bylaws shall mean the Bylaws of the Association existing from time to time, whether or not recorded.

Section 8. Common Areas shall mean and refer to all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Members together with all publicly and privately dedicated roads, streets, rights of way, and easements located within or adjacent to the perimeter boundaries of the Development which are to be maintained by the Association, none of which includes property maintained by the High Pines Owner's Association, Inc. The Common Areas are described on the attached Exhibit A. The Common Areas consist of Common Landscaped Areas, the Piney Hill Point street, and Limited Common Elements but exclude Limited Common Elements assigned exclusively to Units as described in Section 28 of this Article I.

Section 9. Common Landscaped Areas shall mean all front, side, and rear portions of all Units that are exterior to the Patio Homes and exterior to any fenced privacy area on said Units but not including any paved area.

Section 10. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

Section 11. Detention Basins shall mean and refer to the Detention Basins located within the Development and described in Exhibit A attached hereto. There are two detention basins: one to the east that serves the homes that are part of the High Pines Owner's Association, Inc. and one to the west that serves the Patio Homes on Piney Hill Point. The west Detention Basin is a Common Area of the Development.

Section 12. Detention Basin Agreements shall mean and refer to the Private Detention Basin Maintenance Agreements between and among the developer, the Association and the Board of County Commissioners of El Paso County, Colorado. The west Detention Basin Maintenance Agreement was recorded on December 22, 2000, at Reception No. 200154181 in the records of the Clerk and Recorder of El Paso County, Colorado. The east Detention Basin Maintenance Agreement was recorded on August 15, 2000, at Reception No. 200111558 in the records of the Clerk and Recorder of El Paso County, Colorado. The provisions of the Detention Basin Maintenance Agreements are incorporated herein by this reference.

Section 13. Development shall mean and refer to that certain real property described in Exhibit A within the heavy red dashed boundary line and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 14. Driveways shall mean surfaces providing vehicle access from a public or private road to the Patio Homes. Individual driveways serve a single Patio Home and common driveways serve multiple Patio Homes. Both are considered Limited Common Elements. Where individual driveways connect directly to a public or private road, the entire driveway will be considered an individual driveway.

Section 15. First Mortgage shall mean and refer to any unpaid and outstanding mortgage, deed of trust, or other security instrument recorded in the records of the Office of the Clerk and Recorder of El Paso County, Colorado, encumbering any Unit or Patio Home, having priority over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments). With respect to notice of termination, subordination, or modification of certain insurance policies, "First Mortgage," shall also mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is the seller whether such contract is recorded or not, and whether such contract is owned by the said Administrator or has been assigned by the said Administrator and is owned by the Administrator's assignee, or a remote assignee, and the land records in the Office of the El Paso County, Colorado Clerk and Recorder show the said Administrator as having the record title to the Unit or Patio Home.

Section 16. First Mortgagee shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage including for purposes of this Declaration with respect to notice of termination, subordination, or modification of certain insurance policies, the Administrator of Veterans Affairs, an Officer of the United States of America, and his/her assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not and the land records in the Office of the Clerk and Recorder of El Paso County, Colorado, and shows the said Administrator as having the record title to the Unit or Patio Home or any successor to the interest of any such person under such First Mortgage.

Section 17. Governing Documents shall mean this Declaration and the Association's Articles of Incorporation, Bylaws, Rules and Regulations, Responsible Governance Policies, and any related documents adopted by the Association.

Section 18. Limited Common Elements shall mean a portion of the Common Areas as further defined in this Declaration that are designated for the exclusive use of one or more of the Units but fewer than all the Units.

Section 19. Lot shall mean any parcel of real property within the Development on which a Patio Home can be constructed in the future, such real property being currently undeveloped. Lots are not included in the Common Areas.

Section 20. Maintenance shall mean routine activities meant to prevent damage and prolong the life and appearance of the properties. Maintenance may include minor repairs but in general, the difference between repair and maintenance work is that repairs aim to restore functionality while maintenance looks to preserve functionality.

Section 21. Manufactured Housing shall mean housing which is in part or entirely manufactured in a factory. This type of housing is built in single or multiple sections on a chassis which enables it to be transported to its occupancy site or is built in single or multiple sections for assembly at the site and includes modular homes and panelized homes.

Section 22. Member shall mean and refer to each Owner of a Unit. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit.

Section 23. Mobile Home shall mean a dwelling that is built on a chassis designed for long-term residential occupancy, which is capable of being installed in a permanent or semi-permanent location, with or without a permanent foundation, and with major appliances and plumbing, gas, and electrical systems installed but needing the appropriate connections to make them operable, and that may be occasionally drawn over the public highways.

Section 24. Owner shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Unit or any Lot, which is part of the Development described in Exhibit A but excluding those having such interest merely as security for the performance of an obligation. Only Owners of Units are considered to be Members of the Association.

Section 25. Patio Home shall mean and refer to a residential dwelling ("Unit") constructed and located within the Development, together with all fixtures and improvements therein contained, and shall include any Patio Home which is hereafter annexed to the project.

Section 26. Piney Hill Point shall mean and refer to that certain real property described as a private road on Exhibit A attached hereto and incorporated herein by this reference. Though Piney Hill Point is designated as a private street by El Paso County, it functions as a public street available for use by all Members of the Development as defined above. Therefore, the Piney Hill Point street is considered as a Common Area of the Development.

Section 27. Replacement or Repair shall mean to remove and replace, in whole or in part, an existing feature or element because it has reached the end of its useful life, because it can no longer provide its intended functionality, or because it represents a safety issue that requires correction.

Section 28. Unit shall mean and refer to the land on which an individual Patio Home is constructed and all fixtures and improvements thereon, which are shown upon any recorded Plat of the property as described in Exhibit A or any portion thereof, as the same may be amended



from time to time, and does not include the Common Landscaped Areas, the Limited Common Elements, and any public or private streets and properties managed by the High Pines Owner's Association, Inc. except as provided herein. A Unit is the physical portion of the Development which is designated for separate ownership. The boundaries of a Unit shall be the vertical projection down to grade of the perimeter of the roof of the Patio Home. All elements within these boundaries are considered parts of the Unit. Any shutters, awnings, window boxes, doorsteps, porches, balconies, decks, and patios and all exterior doors and windows or other fixtures designed to serve a single Unit and the Patio Home constructed thereon including walkways, but located outside the Unit boundary, are Limited Common Elements allocated exclusively to that Unit. In addition, rock filled areas on the perimeter of the foundation, planter boxes, and window egress wells including top access grates located outside the Unit boundary are Limited Common Elements allocated exclusively to that Unit.

## **ARTICLE II PROPERTY RIGHTS**

**Section 1. Owner's Easement of Enjoyment.** Subject to the provisions of this Article II, every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas adjoining the Owner's Unit and the improvements located thereon, and such easement shall be appurtenant to and shall pass with the title to every Unit and Patio Home.

**Section 2: Extent of Owner's Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and, with written consent of 67% of the Members entitled to vote, to pledge said Common Areas as security for any such loan;
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;
- (c) The right of the Association to promulgate and publish rules and regulations with which each Owner shall strictly comply;
- (d) The right of the Association as provided in its Articles and Bylaws to suspend the voting rights of a Member for any period during which any assessments against his/her Unit or Patio Home remain unpaid for a period of 60 days, or for any infraction of its published rules and regulations;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless first approved in writing by 67% of the Members entitled to vote, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 30 days in advance of any action taken. Notwithstanding the foregoing, the granting of permits, licenses, and easements for public utilities, roads, and/or for other purposes consistent with the intended use of the Common Areas and reasonably necessary or useful for the proper maintenance or operation of the Development shall not be deemed a transfer within the meaning of this Subsection; and

- (f) The right of the Association to close or limit the use of the Common Areas or portions thereof, while maintaining, repairing, and making replacements in the Common Areas.

Section 3. **Delegation of Use.** Any Member may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Areas and facilities to the Member's family, tenants, or contract purchasers who reside in his/her Patio Home.

Section 4. **Payment of Taxes or Insurances by Mortgagees.** First Mortgagees shall have the right, jointly or singly, to pay taxes or other charges or assessments which are in default, and which may/or have become a lien against the Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Areas, and any First Mortgagee making any such payment shall be entitled to immediate reimbursement therefore from the Association.

### **ARTICLE III THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

Section 1. **Membership.** Each Owner of a Unit in the Development shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Members shall automatically be entitled to the benefits and subject to the burdens appurtenant to said membership. If the fee simple title to a Unit is held by more than one Owner, each Owner shall be a Member of the Association. However, for purposes of Member voting rights each Unit shall be considered to have only one Member and one vote.

Section 2. **Notice and Quorum for Any Action of the Members.** Written notice of any meeting called for the purpose of the Members taking any action authorized by this Declaration shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3. **Board of Directors.** The Owners shall elect the Board of Directors of the Association. The Board shall consist of no fewer than three (3) and no more than six (6) Directors. Directors shall be elected by a vote of sixty-seven percent (67%) of all Members or proxies entitled to vote at a meeting of the Owners at which a quorum is present. The Members may remove any Director, with or without cause, by the same method. The Board shall have such powers and duties and shall serve for such terms of office as are set forth in the Articles of Incorporation and Bylaws of the Association.

Section 4. **General Purposes and Powers of the Association.** The Association, through the Board, shall perform functions and hold and manage the Common Areas as provided in the Act and this Declaration so as to further the interest of the Owners of Units in this Development.

Section 5. **Maintenance of Detention Basins.** The Association shall manage, operate, clean, maintain, and repair the west detention basin, administer and enforce the covenants, conditions, restrictions, agreements, reservations, and easement contained in the west Detention Basin Maintenance Agreement, and levy, collect, and enforce the assessments, charges, and liens imposed under the west Detention Basin Maintenance Agreement. The responsibility for maintenance and repair of the east detention basin shall be borne by the High Pines Owners

Association as described in the east Detention Basin Maintenance Agreement.

**Section 6. Association Books and Records.** The Association shall make reasonably available for inspection and copying by Owners current copies of all the Governing Documents and financial documents of the Association. The Person(s) accessing and/or copying such documents shall pay all costs associated therewith. "Reasonably available" shall mean available during normal business hours, upon prior notice of at least five (5) business days, or at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request.

Notwithstanding the forgoing, a membership list or any part thereof may not be obtained or used by any Person for any purpose unrelated to an Owner's interest as an Owner without the consent of the Board. Without limiting the generality of the foregoing, without the consent of the Board, a membership list or any part thereof may not be:

- a. used to solicit money or property unless such money or property will be used solely to solicit the votes of the Members in an election to be held by the Association;
- b. used for any commercial purpose; or
- c. sold to or purchased by any person.

Additionally, the Board may, at any time prior or subsequent to a request for inspection and/or copying, determine that items are confidential and should not be made available. In the event the Act is amended to remove, modify, or otherwise revise the requirements concerning the release of books and records contained herein, this Section 6 shall be deemed amended to require that which is required pursuant to the Act, as amended.

**Section 7. Officers and Agents Excused from Liability.** The Association, the Board, and the officers, agents, and employees of the same, shall not be liable to any person for any action or for any failure to act unless the action or failure to act was in bad faith or was done or withheld with malice.

#### **ARTICLE IV COVENANT FOR ASSESSMENTS**

**Section 1. Obligation to Pay Assessments; Creation of Lien.** Each Owner of a Unit, by acceptance of a deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided.. The annual and special assessments, together with any accrued interest, late charges, costs, and reasonable attorney's fees, shall be a continuing lien upon the Unit and all improvements thereon against which each such assessment is made from the beginning of each assessment period until paid. In the event of the Owner's default, the lien may be enforced by foreclosure of the defaulting Owner's Unit or Lot by the Association in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including collection and court costs and reasonable attorney's fees. The Board shall prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by a member of the Board and shall be recorded in the office of the El Paso County, Colorado Clerk and Recorder. A reasonable fee may be charged for the preparation of the notice. The costs and expenses for filing any notice of lien shall be added to the assessment for the Unit against which it is filed and collected as part thereof. Each assessment, together with any interest, late charges, costs, and reasonable attorney's fees shall also be the personal obligation of each person who was the Owner of such Unit at the time when the assessment

became due. The personal obligation for the delinquent assessments shall pass to such Owner's successors in title. The Association's lien for assessments shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

**Section 2. Purpose of Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, and safety of the residents of the Development and to fulfill the maintenance, insurance, and trash collection requirements of the Association as outlined in Articles V, VI, and VII of this Declaration.

Basic Services to be provided by the Association through the annual assessments are:

- a. Snow removal from the Piney Hill Point roadway, common driveways, individual driveways, walkways, and entryways of Patio Homes.
- b. Maintenance of the Common Landscaped Areas and weed control in rock areas adjacent to foundations.
- c. Spring leaf, pine needle, and brush removal from the Common Landscaped Areas.
- d. Shrub pruning and tree trimming of the Common Landscaped Areas.
- e. Gutter and downspout cleaning of Patio Homes.
- f. Maintenance, repair, and replacement of common driveways and individual driveways.
- g. Maintenance and repair of the Piney Hill Point street and the High Pines sprinkler system.
- h. Weekly trash pick-up.
- i. General and casualty insurance for the Common Areas of the Development including the north privacy fence.
- j. Liability insurance for officers and directors.
- k. Preparation of annual tax returns for the Association.
- l. Compliance with required regulatory filings.
- m. Water service costs for the Development.
- n. Other expenses deemed necessary in the Board's sole discretion.

**Section 3. Date of Commencement of Annual Assessments; Due Dates.** All Unit Owners shall be obligated to pay the annual assessments imposed by the Board to meet the Common Area maintenance, repair, or replacement expenses from and after the date the Unit is acquired as per the provisions of this declaration. Such annual assessments shall also cover the maintenance, repair, or replacement expenses for common driveways, individual driveways, the Piney Hill Point street, and the High Pines sprinkler system as funds permit. The annual assessment shall be paid in monthly installments, in advance, on the first day of each month. The Board shall prepare or have prepared and deliver or mail to each Owner at the end of the calendar year an itemized annual budget showing the various estimated or actual expenses for which the assessments are made as well as an estimated additional cash reserve to fund maintenance, repairs, or replacement of the Common Areas and due to unusual or unforeseen occurrences. Contributions for monthly assessments shall be prorated if the ownership of a Unit commences on a day other than the first day of a month. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized in this Article IV, the Association may levy, in any assessment year, a

special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement upon the Common Areas or for the funding of any operating deficit incurred by the Association. Any such Assessment shall have the assent of 67% of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose and shall be levied equally against each Unit. Lot Owners may receive periodic maintenance special assessments for grass mowing to maintain the aesthetics of the Development. The owner of any Lots that remain on Piney Hill Point shall be required to pay 33% of any special assessment required of Members for each Lot that is owned. Once a Unit is built and occupied, the Owner becomes a Member of the Association and subject to all Member Responsibilities including Annual Assessments and Special Assessments.

The use of the annual assessments will be at the discretion of the Board concerning the maintenance, repair, and replacement of the Common Areas and the Limited Common Elements described in this Section on a funds available basis. The Board will seek to limit special assessments to cover only major maintenance, repair, and replacement projects that cannot be deferred.

**Section 5. Special Assessments for West Detention Basin.** A special assessment may be authorized to pay costs associated with cleaning, maintaining, and repairing of the west detention basin (to include replacement as may be necessary) and for paying any liability of the Association or the Unit Owners under the West Detention Basin Maintenance Agreement.

**Section 6. Notice and Quorum for Special Assessments.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 of this Article IV shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting the presence of Members or of proxies entitled to cast 60% of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Uniform Rate of Assessment.** Annual assessments will be fixed at a uniform rate for all Units sufficient to meet the expected needs of the Association for the maintenance, repair, replacement, and insurance of the Common Areas. The initial assessment rate shall be fixed at \$250.00 per month (\$3,000.00 annually) for all Unit Owners. Any special assessment associated with the maintenance, repair, or replacement of Common Areas or Limited Common Elements shall be assessed equally against all Units. If any Common Area or Limited Common Element expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against such Owner's Unit. In the event that assessments for annual Common Area expenses, exclusive of those amounts held by the Association for an adequate reserve fund and for working capital, fail to equal or exceed the actual expenses incurred by the Association during any particular annual assessment period, the Association may call for a special assessment to cover any shortfall as provided in Sections 4 and 5 of this Article IV.

Effective beginning in 2025, the Board shall have the authority to increase the maximum annual assessment effective each annual assessment year in conformance with the rise, if any, of the Consumer Price Index published by the U.S. Department of Labor, Washington, D.C. for Denver-Aurora-Lakewood, CO for all urban consumers (CPI-U) for all items (1967=100), for the one year period ending with the preceding month of December. This annual increase in the

maximum annual assessment may be done at the discretion of the Board without any action being taken with respect thereto by the Members. In the event the aforementioned Consumer Price Index is not published, for whatever reason, then the increase in the maximum annual assessment, as provided herein, shall be calculated by using a substantially comparable index designed by the Board of Directors of the Association.

**Section 8. Effect of Nonpayment of Assessments-Remedies of the Association.** Any assessments that are not paid when due shall be delinquent. Any assessment payment that is not received within 30 days following the due date will incur a \$25.00 late charge. Each subsequent 30 days an assessment remains unpaid will incur an additional late charge of \$25.00. Said late charges shall become an additional assessment against the Owner's Unit. The Board may bring an action at law against the Owner personally obligated to pay any delinquent assessment, and/or foreclose the lien against such Owner's Unit as provided by the Act. In the event a court judgment is obtained, such judgment shall include interest at the rate of 8% per annum, and a reasonable attorney's fee to be fixed by the court, together with the expenses and costs of the action.

**Section 9. Liability of Unit Owners.** Each Unit Owner is liable for assessments made against the Owner's Unit during the period of ownership of such Unit. No Unit Owner may be exempt from liability for payment of the assessments by waiver of the use or enjoyment of any of the Common Areas or by abandonment of the Unit or Patio Home against which the assessments are made. Unless otherwise specifically provided in this Declaration or the Bylaws, the Association may enter into an escrow agreement with the holder of a Unit Owner's mortgage so that assessments may be combined with the Unit Owner's mortgage payments and paid at the same time and in the same manner; except that any such escrow agreement shall comply with any applicable rules of the FHA, HUD, VA, or other government Agencies.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein, including without limitation any fees, costs, late charges, or interest which may be levied by the Association in connection with unpaid assessments, shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Unit shall not affect the liens for said assessment charges except that sale or transfer of any Unit pursuant to foreclosure of any First Mortgage or any executory land sales contract, or any proceeding in lieu thereof, including a deed in lieu of foreclosure, shall extinguish an assessment lien for charges that became due prior to any such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure; provided however, that any such delinquent assessment charges, including interest, late charges, costs, and reasonable attorney's fees, which are extinguished as provided herein may be reallocated and assessed to all Units as a common expense. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including a deed in lieu of foreclosure shall relieve the Owner of any Unit from liability for any assessment charges thereafter becoming due, nor from the lien thereof. However, in the event of foreclosure of a First Mortgage or the taking of a deed in lieu thereof, such First Mortgage shall not be liable for unpaid assessments or other charges which accrue prior to the acquisition of title to the Unit in question by such First Mortgagee.

**Section 11. Additional Reserve Capital.** The Association shall require the first Owner of each new Patio Home, who purchases that Patio Home from an Owner/builder on one of the remaining Lots, to make a non-refundable contribution to the Association in an amount equal to two (2) times the monthly common expense assessment effective at the time of conveyance of the Patio Home. All such contributions shall be held in the reserve capital account of the Association for its use

and benefit as it deems desirable, including but not limited to such use to ensure that the Board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. Such contribution shall not relieve an Owner from making the regular payment of assessments as the same become due. Such contributions shall be made at the time of closing and shall be included in the balance due from the buyer.

## **ARTICLE V MAINTENANCE RESPONSIBILITY**

Section 1. **General.** Maintenance of the Common Areas and the Units comprising this Development shall be the responsibility of the parties as described herein. Maintenance and replacement work that is the responsibility of the Association will be prioritized on a funds available basis.

### **Section 2. Association Maintenance, Repair, and Replacement Responsibilities.**

The Association shall be responsible for:

- a. The maintenance, repair, and replacement of Common Areas outside the Patio Homes' boundaries as described in Article I and up to any privacy fencing or other equipment installed by an Owner. This work shall be funded through the annual assessments of all Unit Owners. Any damage due to the action or negligence of the Owner, his/her tenant, or guest, shall be paid for by the Owner responsible for the damage.
- b. The maintenance, repair, and replacement of individual driveways and common driveways funded through the annual assessments of all Unit Owners.
- c. The maintenance, repair, and replacement of the Piney Hill Point street. This work shall be funded through the annual assessments of all Unit Owners. This work may be funded through a Special Assessment to all Unit Owners if the work cannot be deferred or staged.
- d. Annual gutter and downspout cleaning for Patio Homes funded through the annual assessments of all Unit Owners.
- e. The maintenance, repair, or replacement of operable irrigation systems serving the Common Landscaped Areas. This work shall be funded through the annual assessments of all Unit Owners.
- f. The cost for the replacement of individual or group mailboxes on the Common Areas assuming the damage was not created through negligence of the Owner. This work shall be funded through the annual assessments of all Unit Owners.

The Association shall not be responsible for:

- a. The maintenance, repair, or replacement of any interior or exterior element of a Patio Home as described in Article I (except for annual gutter and downspout cleaning).

- b. The maintenance, repair, or replacement of any attached patio area, planter box, deck, or porch which may extend beyond the Unit boundary as described in Section 28 of Article I.
- c. The maintenance, repair, or replacement of all Limited Common Elements assigned exclusively to the Unit as described in Section 28 of Article I, except individual driveways.
- d. The maintenance, repair, or replacement of any utility mains and service lines in the Common Areas except for operable irrigation systems serving these areas.
- e. The maintenance, repair, or replacement of Owner-installed fencing or other Owner installed equipment, improvements, or structures.
- f. Maintenance, repair, or replacement of common areas surrounding a Patio Home made within one year of the purchase of a new or existing Patio Home.

The Association shall have the right to maintain Units and the improvements thereon that it deems to be neglected, in its sole and absolute discretion, and charge all costs of maintenance to the Owners of said Units. In the event the need for maintenance or repair of any Common Areas, Units, or the improvements thereon is caused through willful or negligent acts of any Unit Owner or the willful or negligent acts of the family, guests, or invitees of the Owner of the Unit or improvements needing such maintenance or repair, the cost of such exterior maintenance or repair shall be borne by the Owner causing the issue.

**Section 3. Association Responsibility for the Exterior of Patio Homes.** The Association shall not be responsible for the maintenance, repair, or replacement of the exterior of the Patio Homes within the boundary of the Unit or Owner installed fencing, equipment, improvements, or structures (except for annual gutter cleaning). The area contained within the horizontal boundary of the Unit is defined to be part of the Unit with costs allocated exclusively to the Owner of that Unit. Further any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, walkways, and patios and all exterior doors and windows or other fixtures designed to serve a single Unit located outside the Unit's boundaries are Limited Common Elements allocated exclusively to that Unit. In addition, rock filled areas on the perimeter of the foundation, decks, and planter boxes located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit. As such, the maintenance, repair, or replacement of the elements described in this paragraph shall be the responsibility of the Unit Owner.

**Section 4. Owner's Responsibility.** As described in Section 3 above, each Owner is responsible for all exterior and interior maintenance, repair, or replacement of components of his or her Patio Home. This will include windows, doors, garage doors, roof, HVAC condensing unit and repair and replacement of decks and patios and as described in Section 3 above and in Article I.

**Section 5. Access for Maintenance.** Each Owner shall afford to the Association, other Owners, and to their agents or employees, access for performing their maintenance responsibilities as provided in Article IX. If damage is inflicted on the Common Areas through which access is taken, the Unit Owner responsible for the damage or the Association, if it is responsible, is liable for the cost of prompt repair.

**Section 6. Energy Efficiency Measures.** Owners are encouraged to install energy efficiency measures in connection with their Patio Homes. Examples of energy efficiency measures are solar panels, wind turbine generators, skylights, etc. Owners must present a formal request to the Architectural Control Committee for approval of such modifications to the exterior of the residence



according to the process described in ARTICLE VI. Once the energy efficiency measure is installed, the Owner will have sole responsibility for the maintenance, repair, and any damage to said devices and any damage to the exterior of his or her Patio Home, including but not limited to the roof that are a direct result of the installation of the energy efficiency measure.

## **ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE**

**Section 1. Member Appointment and Terms.** The Architectural Control Committee ("ACC") shall consist of three members. ACC members must be Unit Owners and shall be appointed by a majority vote of the Board. The term of each ACC member shall be for three (3) years and terms shall be staggered. An ACC member may be removed at any time by a majority vote of the Board. In the event of the removal, death, incapacity, or resignation of any ACC member, the Board shall have full authority to designate a successor to serve for the remainder of the member's three-year term, who in like manner may be removed at any time by the Board. At the end of each three-year term, the Board may reappoint the same member or a replacement member for a subsequent three-year term. A quorum at any meeting of the ACC shall consist of two of the members thereof and any decision shall be reached by the vote of a majority of such members.

**Section 2. Removal.** An ACC member may be removed by a vote of 67% of the Owners present at a duly called meeting. In the event of such removal, the Board shall have full authority to designate a successor member to fulfill the remainder of the removed member's term and the removed member shall not be eligible to serve on the ACC again for a period of ten (10) years. The ACC shall make and retain records of the selection and removal of its members for a period of 10 years. ACC members may be reimbursed for expenses incurred during the conduct of their review and the cost of any professional or technical services they deem appropriate as described in Section 5 below.

**Section 3. Meetings.** The ACC shall review and examine submitted plans and approve or disapprove all submissions, in writing. It shall establish its own meeting time and place.

**Section 4. Powers.** The ACC shall have the discretion and right to resolve all questions of interpretation of these covenants in accordance with their general purpose and intent whether on existing Units or new Units constructed by an Owner/builder. The ACC shall monitor all construction on the Common Areas and on any Units and shall have the right to enter any Unit for the purpose of inspecting and monitoring construction to ensure conformance with these covenants and progress in accordance with approved plans. The ACC may require reasonable changes in a Unit Owner's or Owner/builder's plans solely for aesthetic reasons. If any improvements are made to any Units which do not comply with the covenants, restrictions, and architectural guidelines or are commenced without approval of the ACC, the ACC may require the removal of such improvements at the Owner's or Owner/builder's expense. The ACC may subject the Owner or the Owner/builder of the Unit to a fee of up to \$100.00 per day for every day the violation exists. Such a fee may be enforced and collected by the Association as an assessment against that Unit. The ACC and the Board shall have the right to enforce these covenants. The ACC may, from time to time, issue guidelines and rules relating to the procedures, materials to be submitted, and additional factors which may be considered in connection with the approval of any future improvements.

**Section 5. Outside Consultants.** From time to time the ACC may retain a non-voting professional or Technical Advisor ("TA"). This individual will be experienced in residential site planning, construction, and landscaping. In addition to acting as a professional advisor to the ACC, the TA

may assist with management, review, and processing applications and plans for the ACC, as well as monitoring the construction progress of each project per the approved plans. The TA's compensation will come from the Owner's application and processing fees. The TA may also provide consulting services to an Owner or an Owner/builder prior to the formal submission of plans. The Owner will be responsible for the TA's fee for such consulting services. To avoid any conflict of interest, the TA shall not consult for a fee with an Owner once plans have been formally submitted to the ACC for approval.

**Section 6. Initial Fee and Fee for Changes.** An initial non-refundable Construction Application Fee of \$150.00 to cover processing and other costs will accompany each initial formally submitted plan for additions, remodels, or major alterations (defined as projects estimated to be \$2,000 or more). In addition, for new construction of a Patio Home by an Owner/builder, the Construction Application Fee shall be \$250.00 and shall also be non-refundable. The ACC may increase the application fee if deemed necessary to cover the increase in cost for processing. Unused application fees will be deposited into the Association's general fund. Requests for changes such as but not limited to additions, remodels, or major alterations to existing or new Units shall be accompanied by an application change form, a full set of the original plans, plans depicting the changes, and an application change fee of 50% of the prevailing full application fee. There is no Application Fee for minor projects estimated to be less than \$2,000.

**Section 7. Application.** The application should be submitted on an application form to be approved by the ACC with the following attachments: a site plan, a landscape plan, and a house/structure or building plan, the required application fee, and any other supplemental information that may be requested by the ACC to carry out its purpose. The site plan shall show the exact location on the Unit of all proposed construction such as but not limited to the house, driveway, retaining wall, earthwork, grading, and exterior lighting in sufficient detail to enable the ACC to make valid judgments on the proposed improvements. The site plan shall show existing topographic (contour) information at a contour interval of two feet maximum, and any trees existing and planned larger than two inches in diameter. The house/structure or building plan shall show details of floor plans, architectural elevation, and exterior materials and include color samples.

**Section 8. Plans And Specifications.** No buildings/structures, walls, gates, hedges, fences, mailboxes, driveways, windbreaks, swimming pools, flagpoles, exterior lights, antennas, or other improvements of any kind shall be commenced, erected, converted, placed, added to, maintained, or altered on any Unit until the complete construction plans and specifications, to include design, height, material, and color samples to be used and a site plan showing the exact location of the structure(s) as set forth above and have been approved in writing by the ACC. The ACC shall evaluate applications as to materials, harmony of external designs with existing structure(s) and adjoining Units, location with respect to other structures planned, and as to topography and finished grade elevation. Two sets of all documents are to be submitted to the ACC. This requirement applies both to new construction and to subsequent changes, additions, repainting, and major repairs or renovations. The ACC may require site changes if, in its opinion, the proposed site location would unduly interfere with existing trees, with drainage of the Common Areas or with the use and enjoyment of adjoining Units.

**Section 9. Approval.** Any request for approval of a proposed improvement shall be deemed approved unless notice of disapproval is sent to the applicant within 30 days of the ACC's actual receipt of a properly completed application pursuant to Section 7 above and the application fee unless such time is extended by mutual agreement. The ACC shall return one set of documents showing the ACC's written determination and comments to the Owner or Owner/builder.

Section 10. **Retention of Plans.** All applications and plans shall be retained for a period of not less than three years after said improvements are completed. All plans shall comply with all area building codes, land use codes, and the Association's covenants and restrictions. The ACC has the power to grant reasonable exemptions from the covenants.

## **ARTICLE VII INSURANCE**

The Association shall obtain and always maintain, to the extent obtainable, policies of insurance written with financially responsible and able companies licensed to do business in Colorado covering the risks set forth below. The types of coverage to be obtained and risks to be covered are as follows:

Section 1. **Casualty Insurance.** The Association shall obtain casualty insurance covering loss, damage, or destruction by natural disaster, fire, or other hazards as are customarily covered in El Paso County, Colorado such as wind, hail, flood, and lightning. The Association shall obtain insurance providing all risk coverage or the nearest equivalent available for the full replacement cost, without deduction for depreciation, for all insurable improvements located in the Common Areas and the other property of the Association but such insurance does not include insurance on the Member Patio Homes including all attached appurtenances.

Section 2. **General Liability Insurance.** The Association shall obtain bodily injury and property damage liability insurance in such limits as the Board may from time to time determine, but not in an amount less than \$1,000,000.00 per injury, per person, and \$3,000,000.00 per occurrence. Coverage shall include, without limitation, liability for personal injuries and activities in connection with the ownership, operation, maintenance, and other use of the Common Areas of the development. Such insurance does not include insurance on the Member Patio Homes including all attached appurtenances. All liability insurance shall name the Association, the Board, and the officers of the Association as insured thereunder. Lot Owners shall maintain their own liability insurance for occurrences on their Lots in the amounts indicated above.

### **Section 3. Other Association Insurance.**

(a) The Association shall obtain a Directors and Officers liability insurance policy to protect against dishonest acts of its directors and officers, and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its directors, and officers as required by law but in no event less than three months of assessments plus the total monies held in any reserve account. If such insurance changes to a new carrier, tail insurance will be obtained from the new carrier providing coverage for a minimum of three years prior to the date of the new policy.

(b) The Association shall obtain directors and officers personal liability insurance to protect the directors, officers, committee members, and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities, including errors and omissions, in acting on behalf of the Association.

(c) The Association may obtain insurance against such other risks as it shall deem appropriate with respect to the Association's responsibilities and duties.

(d) The Association insurance policies shall include sidewalks and steps to the front entry of each residence, individual driveways, common driveways and the Piney Hill Point private street only if damage is caused by a building collapse or ground movement due to the development of a sinkhole. The Association's insurance policies shall further cover the north privacy wall along County Line Road and the west Detention Basin including drainage piping and overflow outlet.

(e) The Association insurance does not include the east Detention Basin including drainage piping and overflow outlet and the south privacy wall on the Development's south perimeter as these are owned and maintained by the High Pines Owners Association.

**Section 4. Unit Owner Insurance Responsibilities.** Each Unit Owner shall carry catastrophic insurance on his or her Patio Home, interior and exterior. Unit Owners are specifically responsible for maintaining replacement insurance for their entire Unit and Patio Home. Owners should ensure that their insurance policies will cover the full cost of repair or replacement of their Patio Home and other improvements in the event of loss, damage, or destruction by fire, wind, hail, flood, lightning, or other natural disasters. Owners may also elect to obtain additional insurance coverage to cover personal property (regardless of its location), protection against theft, personal liability insurance within the Patio Home, other improvements, and on the Unit, and protection against loss of use.

Unit Owners are responsible to provide the insurance required for repair or replacement of the following:

- (a) building structure - including foundation, footings, columns, beams, joists, and load bearing walls;
- (b) building walls - including stucco, sheathing, studs, insulation, brick, stone, trim, molding, attached signage, and other exterior façade surfaces;
- (c) interior non-perimeter walls, floors, and ceilings including finished and unfinished surfaces, doors, drywall, studs, insulation, and other material lying within these walls, floors, and ceilings;
- (d) finished interior surfaces of exterior walls and ceilings including drywall, paint, wallpaper, paneling, and texture;
- (e) finished surfaces of floors including ceramic tile, vinyl plank, vinyl, hardwood, and carpeting;
- (f) basement and garage floors, finished or unfinished;
- (g) unfinished surfaces of perimeter walls, ceilings, and floors;
- (h) any components lying between the perimeter walls and ceiling and the residence exterior including but not limited to studs, joists, insulation, pipes, wiring, plumbing, and subflooring;
- (i) garage interiors including any drywall and improvements therein;
- (j) doors - including exterior doors, garage doors, storm doors, sliding glass doors, and patio doors including hardware and windows located in these doors;
- (k) windows - including screens, glass panes, sash, frames, casing, outer sill, lintels, and decorative grilles including hardware and basement window wells and window well covers;
- (l) roofs - including underlayment, shingles, skylights, and other roof penetrations for attic vents and plumbing vents;
- (m) solar panels and associated piping and controls - including water leakage associated with roof or wall penetrations or piping failure or roof or wall damage due to installation or operation;
- (n) roof drainage gutters and downspouts;

- (o) vent penetrations including caps through the roof and walls for fireplaces, gas furnaces, gas water heaters, and air intakes and exhaust outlets;
- (p) decks, patios, balconies, and sunrooms whether covered by the roof or exposed including support columns, flooring, floor support joists, railings regardless of materials, steps to grade, and pad for step landing;
- (q) fenced privacy areas, fences, and landscaping located within fenced privacy areas;
- (r) exterior lighting fixtures with or without motion sensors and exterior power outlets;
- (s) water infiltration, intrusion, or seepage into residence including basement or crawl space;
- (t) satellite dishes and associated wiring and supports;
- (u) radon mitigation systems;
- (v) landscaping including trees, shrubs, xeriscape, or sprinklers added by the Owner whether or not connected to the Association water distribution system;
- (w) individual concrete patios, sidewalks, and steps to front or rear entry;
- (x) personal property of the Owners (e.g., furniture, electronics, jewelry, and clothing);
- (y) electric service from the exterior power center breaker into the residence;
- (z) natural gas service from the leaving side of the gas meter into the residence;
- (aa) residence heating and air conditioning systems including furnace, outside condensing unit, air handler, ductwork, thermostat, related control components, vent ductwork for exhaust and clothes dryer discharge, and furnace flue piping for air intake and gas effluent;
- (bb) interior electrical system including conduits, wiring, outlets, switches, GFI's, main panel, and circuit breakers;
- (cc) residential water systems from buried utility shutoff valve into the residence including piping, valves, water heater, hot water recirculating pump, and plumbing fixtures;
- (dd) residential drainage systems including sump pump, piping, and controls;
- (ee) window coverings and shutters;
- (ff) permanent fixtures, original or upgraded, including but not limited to ceiling fans, exhaust fans, light fixtures, garage door opener, handrails, cabinets, countertops, bathtubs and showers, sinks, and toilets;
- (gg) appliances including but not limited to range, microwave, ovens, refrigerator, dishwasher, and clothes washer/dryer;
- (hh) fireplaces including interior portions of chimney, brick, hearth, mantel, screen, flue, and damper;
- (ii) hot tubs, associated piping, support pads, and associated controls installed by Unit Owner; and
- (jj) any other appurtenances serving only the Owner's Patio Home.

The liability of the carriers issuing insurance obtained by the Association shall not be either increased or diminished by reason of any insurance carried or not carried by Owners. The Association's insurance coverage, as specified in this Declaration, does not obviate the need for Owners to obtain insurance for their own benefit. These requirements do not in any way take precedence over insurance that is required by a Mortgagee as a condition of the Owner's mortgage and the Mortgagee's requirements for homeowners' insurance shall prevail over the stated minimum coverage for Patio Home Owners as suggested herein.

#### **Section 5. Miscellaneous Terms Governing Insurance Carried by Association.**

The Association shall maintain, to the extent reasonably available, insurance policies with the following terms or provisions:

- (a) Each Member is an insured under the policy with respect to liability arising out of membership in the Association.
- (b) Waivers of subrogation against any Member or member of his or her household.
- (c) Waivers of any defense based on invalidity arising from any acts of a Member.
- (d) Such policies shall provide they may not be cancelled or modified without at least 30 days prior written notice to all of the Members, Mortgagees, and the Association.
- (e) The Member's policy shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Association.
- (f) Such policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence, or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy; but the insurance under any such policy, and to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

**Section 6. Notification of Loss.** In the event that there shall be any damage, destruction, or loss to a Unit or Patio Home, then notice of such damage or loss shall be given by the Owner to the Association within ten (10) days after the occurrence of such event.

**Section 7. Adjustments by the Association.** Any loss covered by the Association insurance policy shall be claimed by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any Owner or Mortgagee. The Association shall hold any insurance proceeds in trust for the Association. Proceeds must be distributed first for the repair or restoration of the damaged property. The Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds. The Association may determine how a surplus of proceeds, if any, shall be utilized.

**Section 8. Annual Association Insurance Review.** The Board shall review the insurance carried by and on behalf of the Association at least annually.

**Section 9. Deductibles.** Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the payment of the deductible amount for claims which the Association is responsible for insuring shall be assessed in a nondiscriminatory manner, in accordance with the Association's policies and procedures relating to responsibility for deductibles as may be adopted by the Board, including, but not limited to, allocation of deductibles in the event more than one common element is damaged by a loss or in the event the loss is caused by the negligent or willful act or omission of the Association or an Owner, in which case the negligent party may be held responsible for the deductible.

## **ARTICLE VIII RESTRICTIONS**

**Section 1. General Plan.** It is the intention of the Association to establish and impose a general

plan for the improvement, development, and use of the Common Areas in order to enhance the value, desirability, and attractiveness of the Development.

**Section 2. Restrictions Imposed.** The Association hereby declares that the Units, Patio Homes, and Common Areas shall be held and shall henceforth be sold, conveyed, used, improved, owned, and hypothecated upon, subject to the provisions, conditions, limitations, restrictions, agreements, and covenants contained in this Declaration.

**Section 3. Use of Common Areas.**

- (a) No use shall be made of the Common Areas which will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Common Areas.
- (b) No Owner shall place any structure whatsoever upon the Common Areas except as provided herein, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Areas to all Members (except those Limited Common Elements that are allocated entirely to a specific Unit as described in Articles I., IV. and V.).
- (c) The use of the Common Areas shall be subject to such rules and regulations as may be adopted from time to time by the Board.
- (d) No use shall ever be made of the Common Areas which will deny ingress and egress to those Owners having access to a public street or to their Units or Patio Homes, only over the Common Areas and said rights of ingress and egress to all Units and Patio Homes are hereby expressly granted.

**Section 4. Association's Use.** Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for the Association and its employees, agents, and contractors, to perform such reasonable activities, and to maintain upon portions of the Common Areas such facilities as the Association deems reasonably necessary or incidental to the upkeep, maintenance, repair, or replacement of the Common Areas. Notwithstanding the foregoing, the Association shall not perform any activity or maintain any facility on any portion of the Common Areas in such a way as to unreasonably interfere with or disturb any Owner, or to unreasonably interfere with the use, enjoyment, or access of such Owner, his or her family members, guests, or invitees of and to his or her Patio Home, parking areas, any facilities existing upon the Common Areas, or to a public right of way.

**Section 5. Irrigation System for Common Landscaped Areas.** The Association shall have the right to install, operate, maintain and/or remove or abandon an irrigation system for those portions of the Units in this Development which comprise Common Landscaped Areas. The Association shall also have the right to attach irrigation system control panels to the exterior of the Patio Homes in this Development and to connect to the electrical system of said Patio Homes for the sole purpose of providing a nominal amount of electricity to operate the irrigation system control panels for the Common Landscaped Areas.

**Section 6. Household Pets and Other Animals.** No animals, livestock (including but not limited to horses, cattle, goats, sheep, or pot belly pigs), poultry, or bees of any kind, shall be raised, bred, kept, or boarded in or on any Unit, Patio Home, the Common Areas provided, however, that the Owners of Patio Homes may raise and keep dogs, cats, or other household pets in or on their

Units and Patio Homes provided that they are not kept, bred, or maintained for any commercial purposes, and they do not create a nuisance for other Members of the Association. Owners may take their household pets upon the Common Areas if such animals are controlled on a leash or similar device, subject to the obligation of each such Owner to immediately remove and dispose of all of such animal's solid bodily wastes and to comply with the rules and regulations of the Association.

**Section 7. Fences.** Fenced privacy areas for each Patio Home may be constructed by the Owner, if desired, provided that plans for the area to be enclosed are approved in advance of construction by the ACC. Any change to the landscaping or sprinkler system required by the privacy fence installation shall be the sole responsibility of the Owner. All privacy fences must be approved by the ACC before installation. Owners in violation of this section will be levied a \$100/day fine until required documents are submitted and approved. In the event the ACC denies the installation of already-installed fencing, the Owner will be required to immediately remove the fencing or incur a \$100/day fine until so done.

**Section 8. Temporary Structures.** Except as hereinafter provided, no structure of a temporary character, including but not limited to a house trailer, tent, shack, garage, or outbuilding shall be placed or erected upon the Common Areas, or any Unit at any time prior to its being fully approved by the ACC, nor shall any improvements located on the Common Areas, or any Unit when completed, be in any manner used until made to comply with all requirements, conditions, and restrictions herein set forth; provided, however that during the actual construction or alteration of improvements, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work for a period not to exceed 30 days past the completion of the work. The work of constructing, altering, or remodeling any improvement on the Common Areas or any Unit shall be prosecuted diligently from the commencement thereof until the completion thereof.

**Section 9. Manufactured, Mobile Homes, and Metal Finish.** No Manufactured Housing, Mobile Home, or home having an exterior finish composed of metal of any kind shall be permitted.

**Section 10. Signs and Advertising.** No signs, advertising, billboards, banners, unsightly objects, or nuisances of any kind shall be placed, erected, or permitted to remain in or on the Common Areas, any Unit, or on any Patio Home without the prior written approval of the Association. Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Association in connection with the Development, shall be permissible, provided that such use by the Association shall not interfere with the Owners' use and enjoyment of the Common Areas, with their Patio Homes, or with their ingress and egress from a public way to the Common Areas, their Units, or their Patio Homes. For sale or rental signs may be posted by the Unit Owner or their agent adjacent to the Patio Home assuming it is not a nuisance to adjacent Owners as indicated above.

**Section 11. Miscellaneous Structures.** No tanks of any kind, either elevated or buried, shall be erected, placed, or permitted upon the Common Areas or any Unit.

**Section 12. Vehicular Parking, Storage and Repair.**

- (a) No portion of the Common Areas, or any Unit, including but not limited to streets, drives, or parking areas, unless specifically designated by the Association, shall be used as a parking, storage, display, or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, truck larger



than 1 ton, or self-contained motorized recreational vehicle, except as needed temporarily for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles upon the Common Areas, or Units which are necessary for the construction of Patio Homes or the maintenance of the Common Areas, Patio Homes, or any improvements located in the Development, or as defined in Section 12(b) below.

- (b) Notwithstanding the limitations contained in Section 12(a) above, occupants of a Patio Home may park a motor vehicle on a street, driveway, or parking area if the vehicle is required to be available at designated periods at the occupant's residence as a condition of the occupant's employment and all of the following criteria are met:
  - (i) The vehicle has a gross vehicle weight rating of ten thousand pounds or less;
  - (ii) The occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services;
  - (iii) The vehicle bears an official emblem or other visible designation of the emergency service provider; and
  - (iv) Parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other Patio Home Owners or occupants to use streets, driveways, and guest parking spaces within the Development.
- (c) No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on the Common Areas, or on a Unit. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two weeks or longer, or which does not have an operable propulsion system installed therein; however, otherwise permitted vehicles parked by Owners while on vacation or during a period of illness shall not constitute abandoned or inoperable vehicles. In the event the Association shall determine that a vehicle is an abandoned or inoperable vehicle, a written notice shall be conspicuously placed upon the vehicle, and if the abandoned or inoperable vehicle is not removed within 72 hours thereafter, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.
- (d) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers, or boats may be performed on the Common Areas.

**Section 13. Nuisances.** No nuisances shall be permitted on the Common Areas, or on any Unit, nor shall any use or practice be permitted which is the source of annoyance to residents, or which interferes with the peaceful enjoyment or possession and proper use of the Common Areas, or Unit, or any portion thereof. As used herein, the term "nuisance" shall not include any activities of the Association which are reasonably necessary to the Association's upkeep or maintenance of the Development. Such activities of the Association shall not unreasonably interfere with any Owner's use and enjoyment of his or her Patio Home, or with any Owner's ingress and egress to or from his or her Patio Home and a public way. The Common Areas, and all Units and all portions thereof shall be kept in a clean and sanitary condition, and no rubbish, refuse, litter, junk, or garbage shall be allowed to accumulate, nor any fire hazard to exist. Further, no immoral, improper, offensive, or unlawful use shall be permitted or made of the Common Areas, or Units or any portion thereof. All valid laws, ordinances, and regulations of all governmental bodies having jurisdiction over the Development or any portion thereof, shall be observed.

**Section 14. Leases; Short-Term Rentals Prohibited.** The term “lease,” as used herein, shall include any agreement for the leasing or rental of a Unit, Improvements thereon, or any portion thereof, and shall specifically include, without limitation, any subleases. Any Owner shall have the right to lease his or her Unit, or any portion thereof, under the following conditions:

- (a) all leases shall be in writing and shall provide that the terms of the lease and lessee’s occupancy of the leased premises shall be subject in all respects to this Declaration, the Articles, the Bylaws, and any rules and regulations established by the Association, and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease; and
- (b) all leases shall be for a term of no less than six (6) months. Owner shall submit a letter to the HPPHA Board Secretary 15 days prior to tenant occupation that the lease complies with these rules and that the tenants have been informed of this Declaration and the rules and regulations of the community

Short-term rentals (e.g., VRBO, Airbnb, HomeToGo, etc.) are prohibited.

**Section 15. Home Businesses.** A Unit owner may hold any legal business in the patio home as long as it does not create a parking issue and is not in violation of any other HPPHA rule or county regulation.

- (a) No in-home childcare businesses are allowed.
- (b) No short-term rental businesses are allowed.

**Section 16. Underground Utility Lines.** All electric, television, radio, and telephone lines installed and connections on the Common Area, and Units shall be placed underground, except that during the construction of a Patio Home the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon the completion of construction.

**Section 17. No Hazardous Activities.** No activities shall be conducted on the Common Areas, or Units or within improvements constructed on the same which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any of the Common Areas, or Units and no open fires shall be lighted or permitted on the Common Areas, or Units except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace, or except such campfire or picnic fire structures designated for such use by the Association.

**Section 18. No Annoying Light, Sounds, or Odors.** No light shall be emitted from the Common Areas, or any Unit which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from the Common Areas, or any Unit which is unreasonably loud or annoying; and no odor shall be emitted from the Common Areas, or any Unit which is noxious or offensive to others.

**Section 19. Garbage and Refuse Disposal.** No garbage, refuse, rubbish, or cuttings shall be deposited on any street, within the Common Areas or on any Unit unless placed in a suitable container solely for the purpose of garbage pickup, as provided by the Association. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an unsightly manner.

**Section 20. Rules and Regulations.** Rules and regulations concerning and governing use of the

Common Areas, and Units, may be adopted, amended, and repealed from time to time by the Board, and the Board may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines for the violation of any of such rules and regulations, or for the violation of any provisions of this Declaration, the Articles of Incorporation, or the Bylaws of this Association; provided, however, that copies of such rules and regulations shall be furnished to Owners and shall be uniform and non-discriminatory except to the extent that such rules and regulations concern discretionary rights given to the Association or its Board in this Declaration, the Articles of Incorporation, or the Bylaws of the Association.

**Section 21. Density.** No more than 29 residential dwelling units may be constructed on the Development.

**Section 22. Unit Size.** No dwelling unit constructed on the Development will have a footprint of less than 1,600 square feet, excluding porches, decks, and garages.

**Section 23. Height.** No building constructed on the Development will have a height in excess of 30 feet, or such greater or lesser height as is determined by the then applicable rules of El Paso County, Colorado. No excavation or cut and fill, which exceeds four feet from the land topography existing when these Covenants are recorded, shall be allowed on the Development, except where more than four feet of excavation or cut and fill is reasonably necessary for practical and efficient utilization of the Development because of existing slopes.

## **ARTICLE IX EASEMENTS**

**Section 1. Easement for Encroachments.** If any portion of a Patio Home or improvements constructed before this Declaration is recorded encroach upon the Common Areas including a continuing encroachment after the repair or reconstruction of the same Patio Home subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist for such encroachment.

**Section 2. Maintenance Easement.** An easement is hereby granted to the Association, its officers, agents, employees, and assigns upon, across, over, in and under the Common Areas and a right to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

**Section 3. Utilities.** There is hereby created a blanket easement upon, across, over and under the Development for utilities and the installation, replacement, repair, and maintenance of utilities, including but not limited to water, sewer, gas, telephone, electricity, cable, and satellite television systems, if any. By virtue of this blanket easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment, and appurtenances on the Development and to affix, repair, and maintain water and sewer pipes, gas, electric, telephone, and television wires, circuits, cables, conduits, and meters. In the event any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, the Association reserves and is hereby given the right and authority to grant such easement upon, across, over, or under any part or all of the Development without conflicting with the terms hereof. The easement provided for in this Section 3 shall in no way affect, avoid, extinguish or modify any other recorded easement(s) on the Development.

**Section 4. Rights of Association Incident to Construction.** An easement is hereby retained by and granted to the Association for access, ingress, and egress over, in, upon, under, and across the Common Areas including but not limited to the right to store materials thereon and to make other use thereof as may be reasonably necessary or incidental to the Association's construction on the Common Areas provided, however, that no such rights or easements shall be exercised by the Association in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by an Owner, his or her family members, guests, or invitees, to or of that Owner's Patio Home or any improvements on the Common Areas.

**Section 5. Easements Deemed Created.** All conveyances of Patio Homes hereafter made, whether by the Association or otherwise, shall be constructed to grant and reserve the easements, even though no specific reference to such easements or to this Article IX appear in the instrument of such conveyance.

## **ARTICLE X ACTIONS REQUIRING MEMBER APPROVAL**

**Section 1. Member Approval.** Notwithstanding anything to the contrary set forth elsewhere in this Declaration, the Association shall not unless it has obtained the prior written consent of at least 51% of the Members entitled to vote:

- (a) by act or omission change, waive, or abandon any scheme of architectural control, or enforcement thereof, as set forth in this Declaration, regarding the design or maintenance of the Patio Homes;
- (b) fail to maintain insurance coverage as provided in Article VII of this Declaration;
- (c) use hazard insurance proceeds for property losses for purposes other than to repair, replace, or reconstruct such property;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer any property owned, directly or indirectly, by the Association for the benefit of the Owners (excluding the granting of permits, licenses, and easements for public utilities, roads, or other purposes consistent with the intended use of such property and reasonably necessary or useful for the proper maintenance or operation of the Development or the Association);
- (e) change the method of determining the obligations, assessments, or other charges which may be levied against an Owner;
- (f) add or amend any material provisions of this Declaration, the Articles of Incorporation, or the Bylaws of the Association, which establish, provide for, govern, or regulate the Development or the Association, provided that such additions or amendments shall not be considered material if they are for the purpose of correcting technical errors or for clarification only;
- (g) change Member Voting rights;
- (h) change assessments, assessment liens, or subordination of such liens; except as is allowable by law;

- (i) change insurance, including but not limited to fidelity bonds;
- (j) change rights to use of the Common Areas;
- (k) change responsibility for maintenance and repair of any portion of the Common Areas;
- (l) expand or contract the Development or add, annex, or withdraw property to or from the Development;
- (m) change boundaries of any Unit, or Patio Home;
- (n) change interests in the Common Areas;
- (o) convert Units, or Patio Homes into Common Areas into Units or Patio Homes;
- (p) change the restrictions on leasing Patio Homes;
- (q) impose any right of first refusal or similar restriction on the right of any Owner to sell, transfer, or otherwise convey his or her Patio Home;
- (r) terminate the legal status of the Development as a planned unit development, provided that this subsection shall not apply to amendments to this Declaration, the Articles of Incorporation or the Bylaws made as a result of destruction, damage, or condemnation of the Development or improvements thereon;
- (s) restore or repair the Common Areas or any portion thereof, including but not limited to improvements located thereon, after a partial condemnation or damage due to an insurable hazard, other than substantially in accordance with this Declaration and the most recent plans and specifications for the Common Areas and the construction of improvements thereon; or
- (t) terminate the legal status of the Development after substantial destruction or a substantial taking in condemnation of the Development.

## ARTICLE XI GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidity of any provision of this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

**Section 3. Conflicts of Provisions.** In case of any conflict between this Declaration, the Articles of incorporation, or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

**Section 4. Condemnation.** In the event proceedings are initiated by any government or agency thereof seeking to take by eminent domain the Development, any material part thereof, any improvement thereon, or any material interest therein, the Association shall give prompt notice thereof, including a description of the part of or interest in the Development or improvement thereon sought to be so condemned, to all First Mortgagees of Patio Homes, all insurers and guarantors of First Mortgages, and all Owners. The Association shall have full power and authority to defend in said proceedings, and if practicable to represent the Owners in any negotiations, settlements, and agreements with a condemning authority for acquisition of the Common Areas or part thereof, as the attorney-in-fact for the Owners (the Owners, by their acceptance of a deed or other instrument of conveyance hereby constituting and appointing the Association their attorney-in-fact for such purposes), but the Association shall not enter into any such proceedings, settlement, or agreements, pursuant to which the Common Areas, or any improvement thereon or any part thereof or interest therein, is relinquished, without giving all Members at least 30 days prior written notice thereof.

In the event, following such proceedings, there is such a taking in condemnation or by eminent domain of a part or all of the Common Areas, the award made for such taking, if such award is sufficient to repair and restore the Common Areas shall be applied by the Association to such repair and restoration. If such award is insufficient to repair and restore the Common Area, or if the full amount of such award is not expended to repair and restore the Common Areas, the Association shall disburse the net proceeds of such award to the Owners in accordance with the fair market value of their respective Units or Patio Homes, provided that the Association shall first pay out of the share of each Owner the amount of any unpaid liens or encumbrances on his or her Unit or Patio Home in the order of the priority of such liens or encumbrances. No provision of this Declaration or of any other document relating to the Development shall be deemed to give an Owner or any other party priority over the rights of a First Mortgagee pursuant to a First Mortgage in the case of a distribution to an Owner of insurance proceeds or condemnation award for losses to or taking of the Common Areas or any part thereof.

**Section 5. Duration, Revocation, and Amendment.**

- (a) Each and every provision of this Declaration shall run with and bind the land for a term of 20 years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of 10 years each. Except as otherwise provided herein, this Declaration may be amended during the first 20-year period, and during subsequent extensions thereof, by an instrument approved in writing by not less than 51% of the Members entitled to vote. Such amendment shall be effective when duly recorded in the records of the El Paso County, Colorado Clerk and Recorder.
- (b) Notwithstanding the above Section 5(a), any provisions regarding the obligations of the Association and the Owners with respect to the Detention Basins and the Detention Basin Maintenance Agreements shall neither terminate nor be amended except by written agreement of the Board of County Commissioners of El Paso County, Colorado.
- (c) The Association hereby reserves and is granted the right and power to record technical amendments to this Declaration for the purposes of correcting spelling, grammar, dates or as is otherwise necessary to clarify the meaning of the provisions of the Declaration.

**Section 6. Registration by Owner of Mailing Address.** Each Owner of a Patio Home shall register with the Association his or her mailing address and the mailing addresses of any First Mortgagee and insurer or guarantor of a First Mortgage on the Owner's Unit or Patio Home, and

except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands, or other notices intended to be served upon the Board or the Association shall be sent by certified mail, postage prepaid, to 1650 Piney Hill Point, Monument, Colorado 80132 until such address is changed by the Association.

**Section 7. Captions.** The article, section, and subsection captions, titles, and headings in this Declaration are inserted for convenience of reference only, do not constitute a part of this Declaration, and in no way define, describe, or limit the scope or intent of this Declaration or any of the provisions hereof.

**Section 8. Run with Land; Binding Upon Successors.** The benefits, burdens, and all other provisions contained in this Declaration shall be covenants running with and binding upon the Development and all real property and improvements which are now or hereafter become a part thereof. The benefits, burdens, and all other provisions contained in this Declaration shall be binding upon and inure to the benefit of the Association and all Owners, and upon and to their respective heirs, personal representatives, successors, and assigns.

**Section 9. Covenants Are Cumulative.** Each of these covenants is cumulative and independent and is to be construed without reference to any other provision dealing with the same subject matter or imposing similar or dissimilar restrictions. A provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

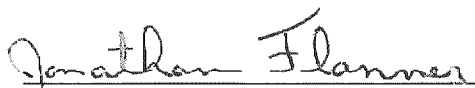
**Section 10. No Representations, Guaranties or Warranties.** No representations, guarantees, or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association, the Board, or by any of their officers, agents, or employees, in connection with any portion of the Development, or any improvement, its or their physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

**Section 11. Dedication of Common Area.** The Association, in recording this Declaration, has designated certain areas of land as Common Area intended for the common use and enjoyment of Owners for recreation and other related activities. This Common Area is not dedicated hereby for use by the general public but is dedicated to the common use and enjoyment of the Members, as more fully provided in this Declaration.

**Section 12. Colorado Common Interest Ownership Act.** These covenants are made pursuant to and controlled by the Colorado Common Interest Ownership Act.

IN WITNESS WHEREOF, High Pines Patio Home Association, Inc., a Colorado non-profit corporation, has duly executed this Declaration the 30 day of April, 2024.

HIGH PINES PATIO HOME ASSOCIATION, INC.

  
Jonathan Flanner, President

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2024,  
by Jonathan Flanner, as President of High Pines Patio Home Association, Inc.

**CRISTINA MENDOZA**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20224037311**  
**MY COMMISSION EXPIRES SEPTEMBER 22, 2026**

ATTEST:



By: Jennifer Cunningham, Secretary

**CAMERON GARRETT**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20234014303  
MY COMMISSION EXPIRES APRIL 14, 2027

28

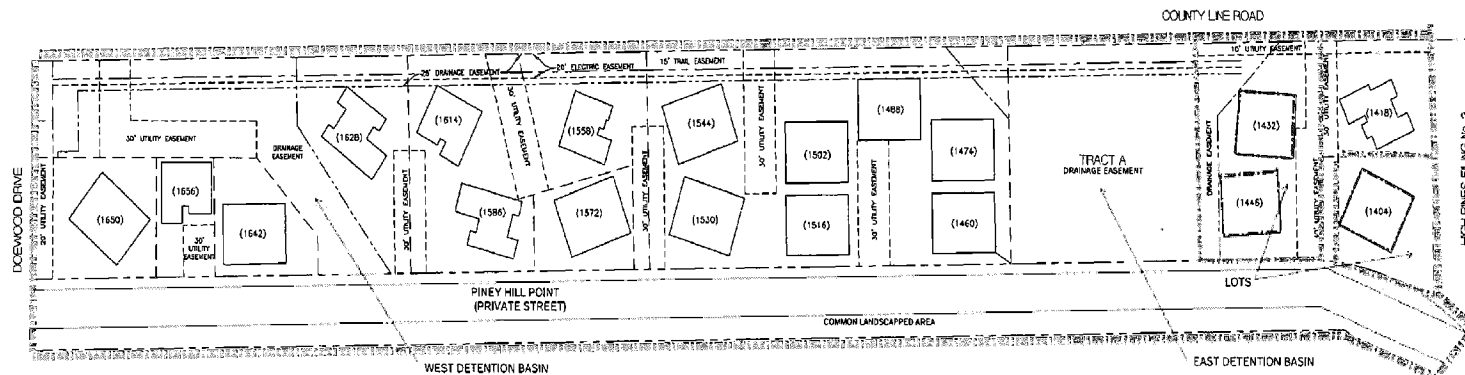


**EXHIBIT A  
TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF HIGH PINES PATIO HOME ASSOCIATION, INC.**

**EXHIBIT A (Attached)  
Property Map – High Pines Patio Home Owners Association  
Dated June 29, 2023**

**By  
Compass Surveying & Mapping, LLC**

**As  
Amended By  
HPPHA Board of Directors**



**LEGEND**

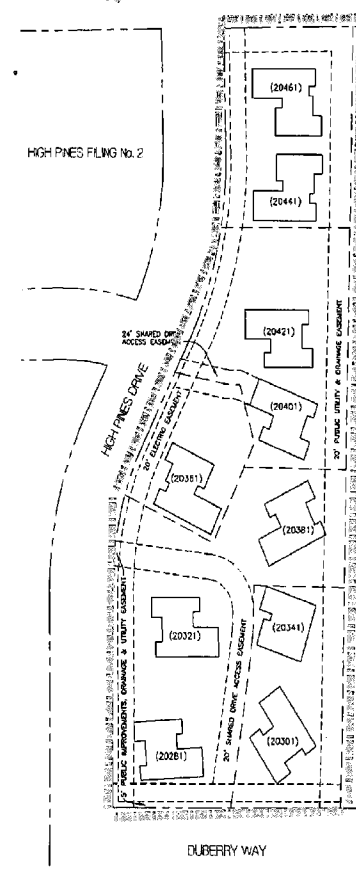
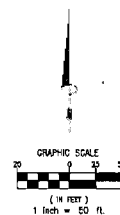
Unit (Patio Home)

Future Unit (Patio Home)

Boundary Line

Common Areas

Areas Outside Units to Boundary Line



## EXHIBIT A



COMPASS SURVEYING & MAPPING, LLC  
3253 WEST GAREFIRE CIRCLE  
COLORADO SPRINGS, CO 80917  
719-354-4120  
WWW.CS&M.LLC.COM

### PROPERTY MAP HIGH PINES PATIO HOME OWNERS ASSOCIATION

| REVISIONS | DATE          | BY          | 23145  |
|-----------|---------------|-------------|--------|
|           | JUNE 29, 2023 | MSJ         |        |
|           |               | CHECKED BY: | MSJ    |
|           |               | SHEET:      | 1 OF 1 |

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF HIGH PINES PATIO HOME ASSOCIATION, INC.**

The Declaration of the High Pines Patio Home Association, Inc., recorded in the real property records of the El Paso County, Colorado Clerk and Recorder at Reception No. 202130493, as amended, Article X, Section 6, provides that the Declaration may be amended by an instrument approved in writing by not less than 51% of the Members.

The undersigned, being the President and Secretary of the High Pines Patio Home Association, Inc., hereby certify that more than 51% of the Members approved the above and foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of High Pines Patio Home Association, Inc. by electronic and mail-in ballots received as of April 20, 2024.

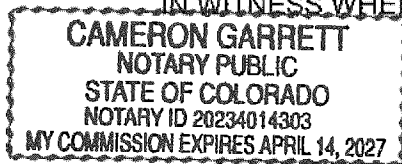
HIGH PINES PATIO HOME ASSOCIATION, INC.

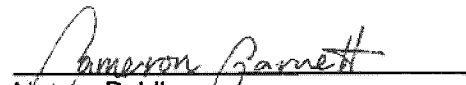
  
Jonathan Flanner, President

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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of May, 2024, by Jonathan Flanner, as President of High Pines Patio Home Association, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



  
Notary Public

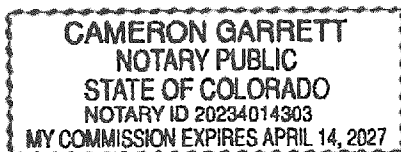
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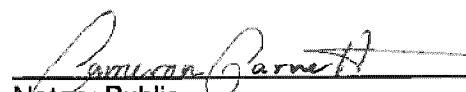
  
By: Jennifer Cunningham, Secretary

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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of May, 2024, by Jennifer Cunningham as Secretary of High Pines Patio Home Association, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



  
Notary Public