



# COMMUNITY DECLARATION FOR COYOTE HILLS

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LOCATED IN ELBERT COUNTY, COLORADO

2/23/2008



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COMMUNITY DECLARATION FOR  
COYOTE HILLS  
LOCATED IN ELBERT COUNTY

THIS PLANNED COMMUNITY DECLARATION FOR COYOTE HILLS ("Declaration") is made this 23<sup>rd</sup> day of February, 2008 by the Coyote Hills Homeowners Association, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Coyote Hills subdivision consists of approximately 200.1 acres of real property located in the County of ELBERT, State of Colorado, divided into 32 Lots of 5 acres or more ("Lots"), shown as Lots 1 through 32 as more particularly described in Exhibit "A" attached hereto ("Property")

WHEREAS, Easements are maintained for ingress and agrees ("Road Easement"), utilities, and open spaces as shown on Exhibit "A" attached hereto;

WHEREAS, Declarant strives to improve and provide a way to maintain Property as a highly desirable rural, residential area; protect the natural beauty, growth, native setting and surroundings, in conjunction with the structures and uses permitted herein; prevent owners from improper use of Property; and prevent the construction of unsuitable improvements and the creation of unsightly conditions on any of the Lots;

WHEREAS, Declarant desires to maintain a common interest community pursuant to the Colorado Common Interest Ownership Act (C.R.S.. 38-33.3-101 et seq.) (the "Act") on Property, the name of which is COYOTE HILLS; and

WHEREAS, Declarant wishes to further provide for, through the Association (as hereinafter defined) the maintenance, repair and improvement of the Road Easement and open spaces, Assessments against the Lot Owners (as herein after defined) and the administration and enforcement of the covenants set forth herein;

NOW, THEREFORE, Declarant hereby declares that Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, uses, limitations, and obligations, which shall expressly run with the land and hereby submits the property to the provisions of the Act.



## **ARTICLE 1: DEFINITIONS**

As used in this Declaration, unless otherwise specifically provided or unless the context otherwise dictates:

- 1.1 **"Association"** means the COYOTE HILLS Homeowners' Association, Inc., a Colorado nonprofit corporation, its successors and assigns, organized to administer, maintain and repair the Common Elements; administer and enforce the covenants set forth herein; and collect, disburse and account for the assessments and charges herein contemplated. The Association shall act through its Executive Board and officers, and all of its members shall be Lot Owners.
- 1.2 **"Association Documents"** mean this Declaration, the Articles of Incorporation, the Bylaws, the Plat and the Rules and Regulations.
- 1.3 **"Bylaws"** mean the Bylaws adopted by the Association for its regulation and management, including any amendments to the same.
- 1.4 **"Common Elements"** mean the Road Easement and all other easements shown on the Map.
- 1.5 **"Common Expenses"** mean (i) all expenses expressly declared to be common expenses by this Declaration or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining or repairing Common Elements, including any allocations to reserves; (iii) insurance premiums for the insurance carried under Section 3.04; and (iv) all expenses lawfully determined to be common expenses by the Executive Board.
- 1.6 **"Declarant"** means and refers to the person who has executed this declaration, or any successor-in-title to the entire interest of such person with respect to the property at the time of such acquisition pursuant to the foreclosure of a mortgage encumbering such person's interest in the property.
- 1.7 **"Declaration"** means the Declaration and the Plat, and amendments and Supplements thereto.
- 1.8 **"Executive Board"** means the governing body (regardless of name) of the Association.
- 1.9 **"Lot"** means each of Lots 1 through 32 depicted on and the boundaries of which are described in Exhibit "A" attached hereto.
- 1.10 **"Lot Owner"** means the owners of record, whether one or more Persons, of fee title to any lot, but does not include a Person having a Security Interest in any Lot, The Declarant is the owner of any Lot created by this Declaration until the Lot is conveyed to another Person.
- 1.11 **"Person"** means a natural person, a corporation, a partnership, and association, a trust, or any other entity, or any combination thereof.
- 1.12 **"Plat"** means the survey 'of the project recorded with the Clerk and Recorder of ELBERT County, depiction the Project in two dimensions, specifically, Exhibit "A" attached hereto.

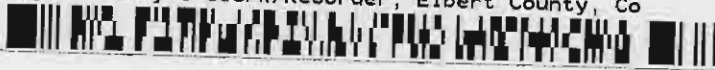


- 1.13 **"Project"** means the common interest community created by this Declaration and as shown on the Map consisting of the Property, the Lots and the Common Elements.
- 1.14 **"Rules and Regulations"** means any procedures, rules, regulations or policies adopted by the Association for the regulation and management of the Project, including any amendments to the same.
- 1.15 **"Security Interest"** means and interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation, including a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

**ARTICLE 2: LOT OWNERSHIP;**  
**ASSOCIATION MEMBERSHIP**

- 2.1 **Description of Lots.** Upon recording of this Declaration, every contract, deed, lease, mortgage, deed of trust, and every other instrument affecting title to a Lot may legally describe the same by its Lot number (as shown on the Plat), COYOTE HILLS, according to the Planned Community Declaration thereof recorded herein and the Plat recorded 1/19/2001 in Book 11 at Page 83 in the records of the Office of the Clerk and Recorder of ELBERT County, Colorado.
- 2.2 **Recorded Easements.** The Project association shall be subject to all easements as shown on the Plat, those of record (including those set forth on Exhibit "A" attached hereto), and otherwise as set forth this Declaration.
- 2.3 **Association, Membership, Voting Rights.** Each of the 32 lots shall be subject to assessments as hereinafter set forth. Each Lot Owner shall be a member of the Association and shall remain a member for the period of his ownership. Membership in the Association may both be separated for ownership of the Lot. A Lot Owner shall not transfer, pledge or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Lot, and then only to the purchaser or mortgagee thereof. Except as otherwise provided in this Declaration, members shall be entitled to one vote for each Lot owned, so that the total number of votes in the Association shall be equal to the total number of Lots. Voting rights shall be suspended for any member that is 60 days past due on assessments. Voting rights shall be reinstated once past assessments are cured.
- 2.4 **Classes of Voting Membership.** The Association shall have one (1) class of membership consisting of all Lot 'Owners'. When more than one Lot Owner of either class holds an interest in the same Lot, all such Lot owners shall be members, and the vote for such Lot shall be cast as the Lot Owners thereof agree, but in no-event shall more than one (1) vote per question be cast with respect to such Lot. If the Lot Owners of such Lot do not agree as to the manner in which their vote should be cast when called upon to vote, then they shall be treated as having abstained.





### ARTICLE 3: COMMON ELEMENTS; ASSOCIATION'S RIGHTS

**3.1 Common Element Rights.** Subject to the limitations set forth herein, every Lot Owner, his family members, guests, invitees and licensees, shall have a right and easement of enjoyment in and to the use of the Common Elements, which rights and easements shall be appurtenant to and pass with the transfer of title to the Lot Owner's Lot, provided, however, that such rights and easements shall be subject to:

- A. The terms and conditions of this Declaration, including the Plat;
- B. The right of the Association to adopt Rules and Regulations concerning the same and any facilities located thereon and the establishment and enforcement of fines and penalties for the infraction thereof, and
- C. The right of the Association to make assessments of the maintenance and upkeep of the Common Elements as provided in this Declaration.

**3.2 Limitation on Common Element Rights.** In addition to promulgating Rules and Regulation on the use of the Common Elements as necessary or prudent, and in addition to the other rights granted herein, the Association shall have the right to:

- A. Grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper service and maintenance of the subdivision
- B. Grant temporary easements for construction storage of dirt and similar items, construction of improvements upon any Lots or involving the Common Elements, specifically provided that, following the completion of such construction, whoever shall have been granted such privileges shall forthwith proceed to remove all materials and dirt from the affected Lot or Common Elements and restore same to the condition existing before such use or to a condition acceptable to the Architectural Control Committee all at the sole cost and expense of the Person to whom the privileges were granted. Such restoration shall be accomplished within two weeks of completion of construction.
- C. Dedicate or transfer all or any part of the Common Elements to a public agency, authority, or utility serving the Property for such purposes and subject to such conditions as may be agreed by the members, provided that no such dedication, determination as to the purpose or as to the condition thereof, if made by the Association, shall be effective unless approved by the assent of members holding at least fifty-one percent (51%) of the total number of votes in the Association, upon a written ballot, which shall be sent to all members, at least thirty (30) days in advance of the vote thereof, which shall set forth the reasons for such proposed action.



**3.3 Maintenance.** The Association shall be responsible for the maintenance and repair of the Common Elements, which shall be a Common Expense of Lot Owners except as provided in Section 4.07 below. This maintenance shall include upkeep (including snow removal), repair and replacement, subject to any insurance then in effect, of all roads and sign age for the project located in the Common Elements.

**3.4 Insurance.** The Association shall maintain insurance as required under the Act and insure against injury to persons and property as a result of the use of the Common Elements. Such insurance shall conform to all requirements under the Act; be maintained with a company licensed to do business in the State of Colorado; and shall have minimum limits of liability of One Million Dollars (\$1,000,000) for personal injury and One Hundred Thousand Dollars (\$100,000) for property damage, per occurrence. These insurance limits shall be adjusted periodically and increased if required in the reasonable judgment of the Executive Board of the Association and if such increased amounts of insurance are available for purchase. Further, as the Executive Board of the Association may deem necessary or prudent, other insurance insuring, the Association, its directors and/or officers may be obtained.

#### ARTICLE 4: ASSESSMENTS

**4.1 Personal Obligation.** All Lot Owners, including any purchaser under an executory land sales contract, covenant and agree and shall be personally obligated to pay to the Association;

- A. Annual Common Expense Assessments imposed by the Association to meet the Common Expense of the Association, pursuant to Section 4.02 below.
- B. Special assessments, pursuant to Section 4.03 below; and
- C. Other charges, fees and assessments, including, without limitation. Default assessments pursuant to Section 4.06 below, and as may be otherwise provided in this Declaration. All Lot Owners of each Lot shall be jointly and severally liable to the Association for the payment of all assessments, fees and charges attributable to their Lot at the time the same become due and shall not pass to successors in title unless they agree to assume the obligation. No Lot Owner may waive or otherwise escape personal liability for the payment of the assessments, charges and fees provided for herein by abandonment or leasing of his Lot or by waiver of the use or enjoyment of all of our part of the Common Elements.

**4.2 Annual Common Expense Assessments.** Annual Common Expense assessments shall not be due and payable by any Lot Owner until assessed at the first Homeowners' Association meeting. At that time, Lot Owners, shall pay to the Association an annual Common Expense assessment, in advance, of \$505 for the year. After such date, each new Lot Owner, upon acquisition on his Lot from the seller, shall pay his pro-rata portion of the annual Common Expenses of the year of such acquisition.

The annual Common Expense assessment shall be due and payable within thirty (30) days of notice of the same to each Lot Owner, to be payable annually in advance. Each Lot will be equally assessed, bearing 1/32 of any annual or special assessment.





Subsequent annual Common Expense assessments shall be based on the Association's advance budget of cash requirements needed to provide for the payment of all estimated expenses related to or connected with the administration, maintenance, repair and improvement of the Common Elements, including reasonable reserves as determined by the Executive Board, insurance, and the administration of the Association otherwise, but the same shall not exceed one hundred and ten percent (110%) of the previous year's Common Expense assessment, except in the event of an emergency, wherein this annual amount can be exceeded by the assent of members holding at least fifty-one percent (51%) of the total number of votes in the Association.

**4.3 Special Assessments.** At any time and from time to time, the Association, with the consent of Lot Owners holding at least two-thirds (2/3) of the total number of votes in the Association, may add a special assessment annually for the purpose of defraying, in whole or in part, payments for any operation deficit or unbudgeted expenses in the administration of the Association and/or for the repair, maintenance or improvement of any facilities within the Common Elements.

**4.4 Budget.** Within thirty (30) days after the adoption of any proposed budget for the Association, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all Lot Owners and shall set a date for a meeting of the Lot owners to consider ratification of the budget not less than fourteen (14) no more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting Lot Owners holding fifty-one percent (51%) or more of the votes in the Association reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Lot Owners must be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Executive Board. The Executive Board shall adopt a budget for the project and shall submit the budget to a vote of the Lot Owners as provided herein no less frequently than annually. The Executive Board shall levy and assess the annual Common Expense assessments in accordance with the annual budget.

**4.5 Lien for Assessments.** The assessments, charges and fees, including, without limitation, and default assessment, arising under the provisions of the Association Documents, together with all interest, costs, late charges, expenses and reasonable attorney fees which may arise under the provisions of the Act, shall be a lien in favor of the Association and upon the Lot to which such assessments, charges and fees apply. The Association shall have all rights of enforcement and of collection of any sums due and the enforcement of any lien rights pursuant to the Act or otherwise permitted by law. Any assessment, charge or fee which is not fully paid within thirty (30) days after the due date thereof shall bear interest at the rate of eighteen percent (18%) per annum, and the Association may, in addition, assess of monthly late charge.

**4.6 First Mortgagees Payment and Cure Rights.** In the event any assessment or installment thereof on any Lot shall not be paid by the Lot Owner thereof within thirty (30) days after the same is due, or if a default by any Lot Owner of any provision of the Association Documents shall not be cured within thirty (30) days after written notice thereof is give to such owner, then any first mortgagee may (but shall not be required to) pay such assessment or monthly or other installment thereof, together with any other amounts secured by the Association's lien created by this Article 4, and may (but shall not be required to) cure any such default.





**4.7 Individual Assessments.** Notwithstanding anything to the contrary contained in this Declaration, in the event that maintenance or repair of any area of the Common Elements is required which is determined to be caused by or through the negligent or willful act or omission of a Lot Owner, his or her agent, a member of his or her family, a guest, invitee or licensee, then the expense, cost and fees incurred by the Association for such repair and maintenance shall be a personal obligation of such Lot Owner, and if not paid to the Association within thirty (30) days after the Association shall have given notice to the Lot Owner of its determination of liability and the amount of the assessment for such expense, costs and fees, then the same may be enforced or collected as any other assessment under this Article, and the Association shall have all lien rights against the owner's Lot for enforcement and collection of this Assessment.

## **ARTICLE 5: ARCHITECTURAL CONTROL COMMITTEE; COVENANTS AND RESTRICTIONS**

**5.1 Architectural Control Committee.** On or about the same time as this Declaration is recorded, and architectural control committee (the "Committee") shall be formed, which shall be the members of the Executive Board of the Association and which shall have, in addition to their Association obligations, all powers, duties and responsibilities as set forth herein and may promulgate rules, regulations and procedures to fairly and efficiently perform the same.

- A. **General Duties of Committee.** The Committee shall ensure that the construction of all improvements, all landscaping, and all alterations of either on every Lot of the Property is complementary to the natural surroundings, and the seclusion of each home from other homes shall be protected to the extent possible. All improvements shall be constructed to minimally impact the natural vegetation and landscape, and the committee shall ensure that no structure, of a temporary or permanent nature, nor occupancy occurs on any Lot unless complete plans for such construction or alteration are approved in writing by the Committee prior to the commencement of work
- B. **Approval Process.** Persons owning or contemplating the purchase of Lots on the Property who anticipate construction improvements on the same must submit two sets of detailed construction drawings of the improvements to the Committee to serve as documentation of the work approved. If the Committee fails to take action within sixty (60) days after complete plans for such work have been submitted, then all of such submitted plans shall be deemed to be approved, if construction is commenced within three (3) months thereafter. Approval by the Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Lot Owner to comply therewith.
- C. **Preliminary Approvals.** Persons owning or contemplating the purchase of Lots of the Property who anticipate construction improvements on the same may submit a preliminary design of improvements to the Committee for informal reviews. The Committee shall not be bound or committed by any informal review until complete design plans are submitted.
- D. **Variances.** Where circumstances, such as topography, property lines, location of trees, vegetation, or other physical interference dictates, the Committee may, by a two-thirds (2/3)



vote, allow reasonable exceptions to and modifications of these covenants, together with compliance with any Elbert County regulation.

- E. **Records.** The Committee shall keep, for at least three (3) years, complete written records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.
- F. **Enforcement.** The Committee shall have the right to prosecute any actions and enforce the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the Lot Owners. In addition, each Lot Owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.
- G. **Limitations.** In the event any construction, site landscape work or alterations of either are commenced upon any portion of the Property in violation of these covenants and no action is commenced within sixty (60) days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. The said sixty (60) day limitation shall not apply to injunctive or equitable relief for other violations of these covenants,
- H. **Non-Liability.** The Committee shall not be liable in damages to any Person or entity submitting any plans for approval or any Lot Owner by reason of any action taken, the failure to act, or the approval of or the denial of plans. Any Person acquiring title to a Lot or submitting plans to the Committee for approval, in so doing agrees, covenants and warrants that he will not bring any action or suit to recover damages against the Committee, its members individually, or its advisors, employees, or agents ~~or the Declarant.~~

**5.2 Protective Covenants.** Development of and improvements on any Lot or Property shall be subject to the following:

- A. **Zoning.** All uses and structures on the Property shall be subject to the zoning laws; ordinances, resolutions, rules and regulations of Elbert County as the same presently exist or may hereinafter be amended. No provision in this Declaration shall be valid if the same is in violation of or in conflict with the aforesaid Elbert County enactments. Provisions more limiting or restrictive shall not be deemed a violation of or in conflict with such enactments.
- B. **Use and Occupancy.** Each Lot shall be limited to residential and agricultural use and occupancy only; and occupancy shall be limited to private single-family residences.
- C. **Environmental Impact.** No live tree on a Lot may be cut, damaged or destroyed, except as necessary to permit the construction of improvements. Such damage or destruction shall be limited, to the extent possible. Further, it shall be the responsibility of each Lot Owner to prevent and control disease and Insect infestation among the trees, foliage and other plant life by way of spraying, other remedial measures and; if necessary, to remove trees, foliage and other plant life, to prevent disease and insect infestation and the consequent vegetation damage and loss. Further, all Lot owners shall prevent erosion by methods of replacing and stabilizing the topsoil, reforestation and other actions to maintain the natural terrain. Noxious





weeds shall be controlled by all Lot Owners as required by the applicable Elbert County ordinances.

- D. **Minimum Size Dwelling Unit.** The ground floor area of each single family dwelling, exclusive of porches, garages and basement shall be not be less than 2000 square feet for a one (1) story structure. For a structure of one and one-half (1-1/2) stories or more, the total floor space, exclusive of porches, garages and the basement must be not less than 2800 square feet - not less than 1400 square feet on the ground floor and not less than 800 square feet on the second floor.
- E. **New Construction Only.** Only new construction of permanent nature will be allowed on each Lot. No used structures of a permanent nature will be allowed to be re-erected, having once been constructed on a site other than the Lot upon which such structure is proposed, nor will any used structures of a permanent nature be allowed to be moved from another site to be placed as a permanent structure on any Lot of the Property.
- F. **Time of the Essence.** Upon the approval of the plans and specification for the installation of any improvement by the Committee, time shall be of the essence, and the Lot Owner shall proceed diligently with the construction of the improvement for which plans and specifications have been approved, so that the same shall be completed no later than nine (9) months after such Committee approval. The Committee upon written request may extend this nine (9) months period for up to an additional three (3) months if an extension is necessary by reason of inclement weather, inability to obtain material, strikes, or acts of God. Prior to occupancy of any structure, all exterior construction must be completed, including, by way of illustration and not limitation, the treating or painting of all wood surfaces and cinder block or concrete foundations, as hereinafter set forth.
- G. **Temporary Structures.** Temporary or used structures may be used as a temporary dwelling, and the placement of the construction trailer on any Lot shall be permitted during the period of the construction of any improvement on said Lot. Although authorized temporarily during construction periods, otherwise no trailers, mobile homes, motor homes, campers, tents, shacks, teepees, basement dwellings or other structures of a temporary nature are permitted to be erected or placed on any Lot, for use as a permanent structure or storage shed.
- H. **Out Buildings.** If permitted by applicable zoning and building ordinances, garages, barns and other out buildings may be constructed in conjunction with a residence. Such out buildings must be approved by the Committee in the same manner as primary residence structures.
- I. **Fencing.** All fences on a road frontage for 200 feet either direction from any entrance off the main roads shall be of stone, masonry, plastic or wood construction approved by the Committee and, to the extent possible, compatible with the existing fencing and landscaping improvements. All fences need a bridle path easement of 8 feet for each Lot between Lots and 16 feet on perimeter fencing. On all other boundaries, fencing may be of the same materials or may be of wire fencing. Wire fencing shall also be permitted as secondary fencing behind the approved fencing along a road frontage or dedicated or common access roads in conjunction with animal control. Posts shall not be placed at a distance of more than sixteen (16) feet from each other. No fences shall be constructed on or across any easements shown on the Plat. Exhibit "A" attached hereto, including gates or any other impediment to access.





- J. **Signs.** One (1) Lot entrance gate sign of a style and design as approved by the Committee shall be permitted; otherwise, no advertising signs, billboards or unsightly objects shall be permitted or erected on any Lot. Reasonable "For Sale" signs are permitted for temporary use by the Lot Owners and residents.
- K. **Irrigation and Septic Systems.** Irrigation use, nor septic systems, shall, respectively, be constructed, altered or used, unless each is fully approved as to design, capacity, location and construction (including construction materials) by the Committee after approval by the appropriate state and local agencies, including, but not limited to the State Water Engineer, the State Health Department, and the Elbert County or regional health authorities. No more than 10,000 square feet shall be placed under irrigation for lawn and garden uses on any Lot, subject to the other restrictions, if any, placed on each Lot by the State Water Engineer.
- L. **Foundations, Exterior Lighting.** No foundation, cinder block or concrete shall be exposed beyond one (1) foot, unless stuccoed or otherwise covered by suitable materials.' All exterior lighting shall be approved by the Committee, which shall develop standards for the same on each Lot of the Property.
- M. **Center Water System.** Each Lot shall connect to the Center Water System located in the development with payment of the current "Tap Fee" paid to the Water Company. The Lot owner shall pay for a meter which is then the property of the Water Company. This Water Company will be initially owned by the Developer and at the discretion of the Developer can sell the Water Company to the Association or some other entity at some time in the future. The Lot owner is responsible for paying their water bill based a flat billing rate plus any overage above the minimum usage of 10,000 gallons per month at rates determined by the current owner of the Water Company. If such bill is not paid in a timely manner (within three weeks of billing date) the Water Company has the right to turn off water service to the Lot Owner. A \$50.00 service charge will be added to the outstanding bill and must be paid along with the outstanding bill prior to the restoration of the service. The Water Company owns all lines throughout the Development up to and including the meter to each Lot. The Lot owner is responsible for any interior water lines from the meter and into the Lot owner's home. The Water Company has the right to raise rates according to the guide lines established by the Public Utility Commission. The Water Company has the right to make a profit based on specific rules and guidelines. Wells for the Water Company can be located on specific lots and are a perpetual easement on the property for use by the Water Company. The Water Company has the right to enter any Lot along any easement described in Exhibit "A" and or the Plat to maintain or replace any well, line, or pump needed in the operation of the Water Company. Specific details of the Company and its current rates can be obtained from either the Developer or the County.

**5.3 Use Restrictions.** The following restrictions shall apply to each Lot of Property:

- A. **General.** No improvements or noxious activities shall be permitted on any Lot which is or might become a nuisance to adjoining Lots or other lots within the Property. No hunting or discharge of firearms will be permitted from any Lot (or the Common Elements). All fireplaces, chimneys and barbecues shall be equipped and maintained with spark arresting screens. Reasonable precautions shall be taken against fire hazards and no burning or open fires of any kind, except family cooking in a controlled pit, grill or barbecue shall be permitted.



- B. **Animals.** Animals are permitted on each Lot of the Property except as hereinafter restricted, provided, however, that nothing contained herein shall be more restrictive than the current Elbert County zoning ordinances.
1. Household pets are allowed; however, no more than four (4) mature animals of any kind are permitted without Committee approval. No pet shall be allowed off its premises, except if the same is on a leash or otherwise restrained and under the strict control of its owner.
  2. Large animals are not permitted in this subdivision. The category of "large animals" includes, but is not limited to, horses, cattle, llamas, sheep, goats, and ostriches.
- C. **Prohibited Vehicles.** - No one shall operate on any Lot on the Property or the Road Easement any dirt bike, three or four wheel all-terrain or off road vehicle or equivalent contrivance, which prohibition is necessary to protect and preserve the ground cover and general topography of the Property and preclude any erosion which may result.
- D. **Storage.** Enclosed facilities shall be provided for all machinery parked or stored on any Lot of the Property. The open storage of building materials will be permitted during construction only. No abandoned vehicles of any kind shall be permitted on any Lot of the Property. A vehicle shall be considered "abandoned" if it remains non operative for a period of six (6) months or fails to have current registration and license plates, except if such vehicle is stored in an enclosed facility as above provided.
- E. **Parking, Roadway and Other.** No parking shall be allowed within the Road Easement. The parking of recreational or utility vehicles on any Lot must be in an enclosed structure or totally screened from view. No commercial semi-trailers may be parked, stored or used on any Lot for storage or other purposes, except as permitted in Section 5.03, Subsection D, above.
- F. **Service Yards and Trash.** No litter or trash shall be permitted to accumulate on any Lot of the Property. All refuse and trash shall be removed from Lots and shall not be allowed to accumulate or be burned. Trash receptacles, woodpiles, storage areas, clothes lines, and outdoor patio or recreational furniture not placed in the immediate yard area of the dwelling, and all structures, outbuilding and parking areas shall be screened by planting or fencing to conceal the same from view of neighboring Lot driveways and roads.
- G. **Businesses.** No commercial businesses of any kind shall be permitted or conducted on any Lot. Nothing contained herein, however, shall preclude home occupations so long as there is no advertising or signage concerning the same on any Lot and traffic at all times is controlled and inconsequential. Parking shall be as provided in Section 5.03E above, and said home occupations shall meet any applicable Elbert County zoning or land use regulations. Home offices which meet these criteria shall not be construed as a nuisance.
- H. **Utilities.** Except for such utility lines erected prior to the recording of the Declaration and the Plat, all telephone, gas, water, sewer, cable television and other utility lines and pipes on any Lot shall be placed underground. No transformer or gas, water or other meter, of any type, or any other apparatus shall be located on any pole. Satellite dishes are permitted.





## ARTICLE 6: MISCELLANEOUS PROVISIONS

- 6.1 Number and Gender.** Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.
- 6.2 Captions.** The captions to the articles and sections of this Declaration are inserted herein only as a matter of convenience and for reference, and are in no way to construed to define, limit or otherwise describe the scope of this Declaration or the intent of any provision hereof.
- 6.3 Primacy of Act/Conflict.** The provisions of this Declaration shall be in addition to, supplemental of, and consistent with the Act, as the same currently exists and as the same may be amended from time to time, and to all other applicable provisions of law. To the extent this Declaration shall be in conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.
- 6.4 Enforcement.** Enforcement of the covenants, conditions, restrictions, casements, reservations, rights-of-way, liens, charges and other provisions contained in the Association Documents shall be by any proceeding, at law or in equity against any person or persons violating or attempting to violate any such provision to enjoin or restrain such violation or attempted violation or to recover damages, or both, and the Association, any Lot Owner or any first mortgagee shall have the right to institute, maintain and/or prosecute any such proceedings.
- 6.5 Amendment, Termination.** This Declaration may be either amended or terminated and, hence, the community established herein terminated, as agreed upon by Lot Owners.
- 6.6 Non-Waiver.** Failure ~~by the Declarant,~~ the Association, any Lot Owner, first mortgagee, or any other Person, to enforce any covenant, condition, restriction, easement, reservation, right-of-way or other provision contained in the Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.
- 6.7 Severability.** The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree, shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
- 6.8 Notices.** Notice of matters affecting the Lot Owners shall be given by mailing a copy of such notice, postage prepaid, addressed to the Lot Owner's last address appearing on the books of the Association or supplied by such Lot Owners in writing to the Association for the purpose of notice. Such notice shall specify the matter and, if applicable, the place, day and hour upon which any action will be taken. Any meeting of the Association shall be held upon notice given in accordance with the provisions contained in the Bylaws of the Association.





**6.9 Weed Control.** Each Lot has a Weed control bond which the county uses to enforce the removal of noxious weeds. A two-thousand dollar (\$2,000.00) bond is on each Lot and is purchased at time of closing by the new Lot owner at time of closing from the Developer. The details of the Bond are attached to and a part of these Covenants. (See Exhibit "B")

**6.10 Right to Farm and Ranch Disclosure.** Historical land use in this area is agricultural, and neighboring properties may be in agricultural use, be it farming or ranching. These agricultural uses may be inconsistent with residential activities. Farming and ranching activities of neighboring properties shall not be threatened by the residential uses of any Lot owner. All owners understand, agree, and accept by these covenants that farming and ranching can be inconsistent with residential use, and as owners of a Lot that the agricultural practices of their neighbors is accepted. This use can include but are not limited to the use of chemicals for crops, noise from farm machinery at any time of the day or night, dust from working the soil, and unpredictable livestock.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date set forth above in the presence of the undersigned witnesses, after reading the whole.

DECLARANT

Al Ryan, President for Coyote Hills Homeowners Association

State of Colorado     )  
  ) ss.  
County of Elbert     )

My Commission Expires  
July 11, 2009



Witness

Michael S. Hart, Secretary for Coyote Hills Homeowners Association

**EXHIBIT A: COYOTE HILLS SUBDIVISION PLAT**

Lots 1 through 32  
Coyote Hills Subdivision  
Elbert County, Colorado

Together with all roadway and open space easements as dedicated on the plat recorded in the office of Elbert County Clerk & Recorder on 1/19/2001 in plat book 11, page 83



**EXHIBIT B: Weed Control Bond**