

Pueblo County Clerk and Recorder:

Index in grantee's index under "North Vista Highlands Community" and "North Vista Highlands Community Association, Inc." and in the grantor's index under "North Vista Highlands Community Association, Inc." and the names of each person executing this Declaration.

**AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
NORTH VISTA HIGHLANDS  
AND  
TERMINATION AGREEMENT**

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**EXHIBITS**

LEGAL DESCRIPTION.....	"A"
OWNER CONSENT TO TERMINATE/DISSOLVE.....	"B"

CONSENT OF JEVIN INVESTMENTS, INC. .... "C"

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
NORTH VISTA HIGHLANDS COMMUNITY AND TERMINATION AGREEMENT**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Vista Highlands ("Declaration") and Termination Agreement of North Vista Highlands, a Common Interest Community ("Termination"), is made effective upon recording.

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions for North Vista Highlands was recorded on February 14, 2019, at Reception No. 2130861, with the Pueblo County Clerk and Recorder (the "Original Declaration") creating the community known as "North Vista Highlands," which community is governed and operated by the North Vista Highlands Community Association, Inc., a Colorado nonprofit corporation ("Association").

B. The Original Declaration established a common scheme and plan for the properties subject to it and to those properties conveyed to Owners consistent with the common scheme and plan.

C. The Original Declaration has been amended by those amendments and supplements recorded at the Pueblo County Clerk and Recorder, as follows:

	Recording Date	Reception No.
First Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for North Vista Highlands	February 27, 2019	2131954
First Amendment to Declaration of Covenants, Conditions and Restrictions for North Vista Highland	October 15, 2019	2155585
Corrective First Amendment to Declaration of Covenants, Conditions and Restrictions for North Vista Highlands	December 6, 2019	2161541
Assignment of Founder, Declarant and Other Rights Related to North Vista Highlands	April 13, 2020	2174962
Notice Regarding North Vista Highlands	May 12, 2020	2177847
Correction and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands	September 2, 2020	2191165
Limited Amendment to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands	October 13, 2020	2196413
Rearrangement of Property Boundaries	November 17, 2020	2201270

Ratification of Plat

February 12, 2021

2212707

and any others of record. The Original Declaration and all amendments are collectively referred to as the "Original Declaration."

D. Article 15, Section 15.3 of the Original Declaration, as amended, provides that the Original Declaration may be amended by 67% of the Owners. Pursuant to C.R.S. §38-33.3-218, a common interest community may be terminated only by agreement of Owners to which at least 67% of the votes in the Association are allocated or any larger percentage the Declaration specifies. Article 15, Section 15.2 of the Original Declaration, as amended, provides that the common interest community and the Association may be terminated upon agreement by at least 75% of the Owners.

E. The Owners desire to terminate North Vista Highlands as a common interest community subject to the Colorado Common Interest Ownership Act and to dissolve the Association. However, the Owners desire to keep effective the herein-contained covenants, conditions, and restrictions and to amend, restate and replace the Original Declaration in its entirety with this Declaration.

F. As evidenced by the consent of The North Vista Highlands Metropolitan District No. 1 ("District," as defined herein), the covenants, conditions, and restrictions in this Declaration will be enforced by the Districts.

G. Owners holding at least 75% of the total Association vote have approved this Termination and this Amended and Restated Declaration in writing, attached hereto as Exhibit B.

H. Pursuant to an assignment recorded with the Pueblo County Clerk and Recorder on April 13, 2020, under Reception No. 2174962, Jevin Investments, Inc. ("Jevin") has acquired all Founder rights set forth in the Original Declaration ("Assignment"). As evidenced by the consent attached hereto as Exhibit C, Jevin consents to this Termination and Amended and Restated Declaration on the condition that its common law development rights and declarant rights are preserved and upon the terms and conditions outlined herein.

I. Upon recordation of this Declaration and Termination, the North Vista Highlands Community will no longer be a common interest community as defined in the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et seq. ("CCIOA") and this Declaration will not be subject to CCIOA.

## ARTICLE 1. DEFINITIONS

**Section 1.1** General. Terms used in these Governing Documents, as defined below, have their normal, generally accepted meanings or the meanings given in the Colorado Revised Nonprofit Corporation Act, unless the context requires otherwise.

(a) Board of Directors means the governing body of the District.

(b) Community means the property described on Exhibit A of this Declaration. The name of the community is North Vista Highlands.

(c) Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing within the North Vista Highlands Community. This standard may be more specifically determined by the Board of Directors.

(d) Declarant means Jevin Investments, Inc. or its successors and assigns.

(e) Declaration means this Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Vista Highlands, as may be amended and supplemented from time to time.

(f) Design Guidelines means any design or architectural guidelines adopted and amended from time to time by the District Board of Directors.

(g) District means each of the following: North Vista Highlands Metropolitan District No. 1 as it relates to the property within the boundaries of North Vista Highlands Metropolitan District No. 1, North Vista Highlands Metropolitan District No. 2 as it relates to the property within the boundaries of North Vista Highlands Metropolitan District No. 2, North Vista Highlands Metropolitan District No. 3 as it relates to the property within the boundaries of North Vista Highlands Metropolitan District No. 3, North Vista Highlands Metropolitan District No. 4 as it relates to the property within the boundaries of North Vista Highlands Metropolitan District No. 4, and North Vista Highlands Metropolitan District No. 5 as it relates to the property within the boundaries of North Vista Highlands Metropolitan District No. 5, and/or any other metropolitan district to which any of the above listed Districts may transfer or assign any or all of the rights and duties of the District under this Declaration. Notwithstanding the foregoing, however, by their consent hereto, each of North Vista Highlands Metropolitan District No. 2, North Vista Highlands Metropolitan District No. 3, North Vista Highlands Metropolitan District No. 4, and North Vista Highlands Metropolitan District No. 5 hereby assign each of their rights and duties under this Declaration to North Vista Highlands Metropolitan District No. 1, and the term "District" as used herein shall refer to North Vista Highlands Metropolitan District No.1, subject to the right of North Vista Highlands Metropolitan District No. 1 to reassign such rights back to North Vista Highlands Metropolitan District Nos. 2-5, as applicable, and/or to any other metropolitan district or any authority or similar entity formed by North Vista Highlands Metropolitan District Nos. 1-5 relative to the administration and operation of the same. Any such assignment or transfer, if any, shall be effective upon recording of any instrument of transfer or assignment executed by the applicable parties in the real property records for Pueblo County, Colorado. In addition to the authority granted to the District in this Declaration, the District has such other authority with respect to the exercise of such authority as may be permitted by the Special District Act, C.R.S. 32-1-101 et seq., including, but not limited to, the right to adopt rules and regulations, fees, rates, tolls, penalties, and charges and to undertake enforcement actions.

(h) Electronic Record means information created, transmitted, received or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, and facsimile transmissions.

(i) Fees means and collectively refers to (i) any charges imposed by the District to fulfill any of its rights or obligations set forth in the Declaration, or (ii) any charges or fees for services or facilities provided by or through the District.

(j) Governing Documents means this Declaration, Rules and Regulations, Design Guidelines, or procedures or resolutions that are adopted by the District Board of Directors, all as may be supplemented or amended from time to time.

(k) Improvement means all exterior improvements, every structure and all appurtenances thereto of every type and kind including, but not limited to, buildings, outbuildings, fixtures, utilities, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning units, pumps, wells, tanks, solar collectors, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electricity, solar energy, telephone, regular or cable television or other utilities.

(l) Lot means and refers to any of the separately numbered lots shown upon any recorded subdivision Plat of the real property described on Exhibit A , together with all appurtenances and improvements, with the exception any public streets or rights-of-way.

(m) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose.

(n) Mortgage Holder means the holder of any Mortgage.

(o) Owner or Lot Owner means the record titleholder of a Lot, but does not include a Mortgage Holder.

(p) Penalties means any monetary penalty imposed by the District, or any committee appointed by the District, against an Owner due to a violation of the Governing Documents by the Owner or the Owner's Resident.

(q) Person means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

(r) Plat means the subdivision plats for the Community as recorded, which plats are a part of this Declaration.

(s) Residence means the dwelling unit located on the Lot.

(t) Resident means any Person staying overnight in a Residence for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year, and includes tenants.

(u) Rules and Regulations means any instrument adopted by the District, as allowed for under this Declaration, for the regulation and management of the Community, Residents, and Lots, including any amendments or revisions.

## ARTICLE 2. TERMINATION AGREEMENT

**Section 2.1** Termination. North Vista Highlands is hereby terminated as a common interest community and no longer subject to the Colorado Common Interest Ownership Act.

**Section 2.2** Dissolution. The North Vista Highlands Community Association, Inc. is hereby dissolved and the Association will cause Articles of Dissolution consistent with this Declaration to be filed with the office of the Colorado Secretary of State, and take any action necessary to wind down the affairs of the Association.

**Section 2.3** Common Elements / None Owned by the Association. There are no Common Elements or other real property owned by the Association to be sold or distributed upon the termination of the community as set forth in C.R.S. §38-33.3-218.

**Section 2.4** Transfer and Acceptance of Remaining Assets to District. Owners agree that after any remaining debts of the Association are paid, and upon final wind-down of the Association, any remaining assets of the Association, in whatever form, will be transferred to the District. The District hereby agrees to accept the transfer of such assets and agrees to use the same for purposes similar to that for which the Association was initially created.

**Section 2.5** Association Contracts. Upon the effective date of this Termination, the Association will terminate any and all existing contracts that it is a party to or assign the contracts to the District, subject to acceptance and approval from the District of the contract assignment.

**Section 2.6** Outstanding Assessments and Charges. Any outstanding assessments or other charges due and owing to the Association by any Owner as of the effective date of this



Termination shall be assigned to the District. The District accepts the assignment and is authorized to take any action allowed by Colorado law that the Association could exercise and pursue in collection of the same.

**Section 2.7** **Ownership of Lots Not Affected**. Ownership of Lots within the Community shall not be affected by this Termination.

**Section 2.8** **Latest Date for Recording this Termination**. This Termination shall only be effective upon recording, and shall be void unless recorded before December 31, 2022.

**Section 2.9** **Attached Owner Approvals**. Evidence that the requisite number of Owners have approved this Termination is attached hereto as Exhibit B.

**Section 2.10** **Association Approval**. The Board of Directors of the Association has approved this Agreement as evidenced by the signatures below.

### ARTICLE 3. EASEMENTS

**Section 3.1** **Easements and Licenses**. The Community is subject to easements, licenses and other matters of record and/or as may be shown on the Plat.

**Section 3.2** **Easement for Entry**. The District, its authorized agent, or a committee appointed by the District has an easement to enter onto Lots, but not the Residences on the Lots, to exercise rights and perform obligations as set forth in this Declaration, provided that exercise of this easement does not unreasonably interfere with or impair the use of any improvements constructed on a Lot, and will be exercised only after reasonable notice to the Owner, except in cases of emergency, in which case notice is not required.

**Section 3.3** **Utilities and Drainage**. A blanket easement upon, across, over and under the Lots for utilities, drainage facilities, and public and private improvements are shown upon the recorded Plat of the Community, and other easements as may be established pursuant to the provisions of this Declaration.

**Section 3.4** **Encroachments**. To the extent an Improvement on a Lot encroaches on any other Lot, due to the unintentional placement or settling or shifting of the Improvement as constructed, reconstructed, or altered thereon, a valid easement for encroachment, maintenance and use exists for the period of time that the encroachment exists. However, in no event will an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of or with the knowledge and consent of an Owner.

**Section 3.5** **Easements Deemed Created**. All conveyances of portions of the Community (including Lots) will be construed to grant and reserve the easements contained in this article or other provisions of this Declaration, even though no specific reference to the easements or to this article appears in the conveyance.

### ARTICLE 4. MAINTENANCE RESPONSIBILITY

**Section 4.1** **By the Owner**. Each Owner is obligated to maintain and keep in good repair all portions of the Owner's Lot consistent with the Community-Wide Standard. This maintenance responsibility includes, but is not limited to the following:

(a) **Improvements**. Each Owner is responsible for maintenance, repair and replacement of the property and Improvements located within their Lot boundaries, including exterior lighting, decks, patios, driveways, sidewalks (including snow removal), doors, garage doors, windows and

painting or staining the exterior surfaces of the Residence and any other approved Improvement on the Lot.

(b) Landscaping. Each Owner is required to maintain the landscaping on the Lot in a safe, neat, attractive and well-kept condition, which includes: lawns mowed regularly; hedges, shrubs, and trees pruned and trimmed; adequate watering; replacement of dead, diseased or unsightly vegetation; and regular removal of weeds and debris. Each Owner is also responsible for landscaped areas between street curbs and Lot lines. Landscaping will not be maintained in any manner that impairs the ability of drivers to have unobstructed views from the street.

Each Owner must perform his obligations in a manner that does not unreasonably disturb other Owners and Residents.

#### **Section 4.2**            **District's Rights**.

(a) In the event an Owner, or homeowners association formed to govern a portion of the Community, fails or refuses to fulfill its maintenance, repair, or replacement obligations that it is required to perform, the District will give the Owner or homeowners association written notice of the failure or refusal and of the District's right to provide the necessary work at the party's sole cost and expense. The notice will describe with reasonable particularity the work the District deems necessary. Unless the District determines that an emergency exists, the party will have 10 days to control weeds, grass, and/or other unsightly growth on the Lot and 30 days to complete maintenance or repair to the Residence or other Improvements on the Lot. If the maintenance or repair of the Residence or other Improvements on the Lot cannot reasonably be completed within such time period, the party must commence replacement or repair within 30 days. If the District determines that: (a) an emergency exists or (b) the Owner or homeowners association has not complied with the District's demand, the District may perform the work. If the Owner's responsibility, the District will assess the cost of the maintenance, repair, or replacement against the Owner's Lot, which cost will become the Owner's personal obligation and a statutory lien against the Lot. If the homeowners association's responsibility, the District will assess the cost of the maintenance, repair, or replacement to the homeowners association which will be obligated to reimburse the District.

(b) If the District determines that the need for maintenance, repair, or replacement of the District-owned or -maintained property, a Lot, or any Improvements located thereon is caused through the willful or negligent act of any Owner or Resident or their family, guests, lessees, or invitees, the District may assess the cost of that maintenance, repair, or replacement against the Owner's Lot, which cost will become a statutory lien against the Lot.

### **ARTICLE 5.            ARCHITECTURAL CONTROLS**

**Section 5.1**            **Design Review Authority**. Pursuant to C.R.S. §32-1-1004(8)(a)(II), the District is named as the design review entity and shall have the powers and authority to perform design and architectural review services and enforcement of the architectural controls set forth in this article and throughout this Declaration. The District has agreed to perform the design and architectural review and enforcement services.

**Section 5.2**            **Architectural Review Committee**. The Architectural Review Committee ("ARC") consists of three or more persons appointed by the District. The District may determine terms of office, fill vacancies, and may remove committee members, with or without cause. If the District does not appoint committee members, the District Board of Directors will serve as the ARC. The ARC may propose design guidelines from time to time, subject to the approval by the District Board of Directors.

**Section 5.3** Approval Required. No Owner will commence, place, erect, alter or demolish any Improvement to Property (as defined below) upon any portion of the North Vista Highlands Community without prior written approval from the ARC.

**Section 5.4** Improvement to Property. "Improvement to Property," requiring approval of the ARC, means and includes, without limitation: (a) construction, installation, erection or expansion of any building, structure or other Improvements, including utility facilities; (b) demolition or destruction, by voluntary action, of any building, structure or other Improvements; (c) grading, excavation, filling, or similar disturbances to the land including, without limitation, change of grade, ground level, or drainage pattern; (d) landscaping, planting, clearing or removing of trees, shrubs, grass, or plants; and (e) any change or alteration of any previously approved Improvement to Property by an Owner or Owner's predecessor-in-title, including any change of exterior appearance, color, or texture.

**Section 5.5** Application Procedure. The ARC may require that applications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed Improvement to Property, location and size of driveways, walls, windbreaks and grading plan, as well as any other materials and information as may be required by the ARC and/or set forth in the Design Guidelines. Applications must be submitted to the District's managing agent or other designated person. Applications will be reviewed at ARC meetings. Owners submitting applications are responsible for providing documentation to the ARC regarding harmony of external design, effective location and use of existing Improvements and proposed Improvements to the Lot, preservation of aesthetic beauty and conformity with specifications and purposes generally set forth in this Declaration and the Design Guidelines. The ARC may require submission of additional plans, specifications, or other information prior to approving or disapproving the application. Notwithstanding Section 5.9 below, until the ARC has received all required materials in connection with the application, it may postpone review of any materials submitted for approval.

**Section 5.6** Authority of ARC to Engage Consultants. The ARC has the authority to select and engage professional consultants to assist in reviewing applications and/or to inspect any of the work performed. The cost of any consultant is to be paid by the submitting Owner, whether or not the application is approved. Prior to incurring consultant costs, the ARC will notify the Owner of its belief that review and/or inspections by consultants are necessary. The Owner will then have the right to withdraw the submission. The ARC may require payment of costs prior to review.

**Section 5.7** Architectural Review Criteria. The ARC will exercise its reasonable judgment with the objective that proposed Improvements to the Lot conform to and harmonize with the existing surroundings, Residences, landscaping and structures. The ARC's approval on matters coming before it will not be unreasonably withheld, and actions taken will not be arbitrary or capricious. Criteria for approval include, but are not limited to: (a) conformity and harmony of exterior appearances with neighboring structures, including design compatibility and scale; (b) color and materials to be used; (c) location on the Lot; (d) relation to the natural environment; (e) street visibility; (f) preservation of aesthetic beauty and conformity with the specifications and purposes generally set out in this Declaration and in the Design Guidelines, if any; and (g) any other matter the ARC deems to be relevant or appropriate.

**Section 5.8** Variances. The ARC may recommend reasonable variances or adjustments from any conditions and restrictions imposed by the Governing Documents to overcome practical difficulties and unnecessary hardships resulting from the application of the conditions and restrictions contained in the Governing Documents. Any variance or adjustment recommended is subject to the Board of Director's written approval.

**Section 5.9** Reply and Communication. The ARC will respond to Owner's application within 30 days of receipt of the completed application and all information the ARC reasonably requires, provided that the response time will be 45 days if a variance is requested or required. If the ARC fails to respond to the application within this time frame, then the applicant may send written notice, via certified mail, to the District Board of Directors and the District's managing agent that the applicant intends to

proceed with the modification as identified in the application. Unless the District issues a written disapproval of the application within 15 days of receipt of the applicant's notice, the approval will not be required and this article will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this article are satisfied, nothing herein authorizes anyone to construct or maintain any Improvement to the Lot that is otherwise in violation of the Governing Documents or of any applicable zoning or other laws.

**Section 5.10**      **Commencement of Approved Work.** All Improvements to the Lot approved by the ARC must be commenced within six months from the date of approval. If not commenced within this time, then approval expires unless the ARC gives a written extension to start the work. At a mutually agreed time, the ARC or its representative is authorized to enter the Lot to inspect the ongoing and completed work. All work must be performed in accordance with the plans as approved by the ARC, including any conditions the ARC imposed.

**Section 5.11**      **Completion of Approved Work.**

(a) All work approved by the ARC will be completed within six months from the date of commencement, unless the ARC otherwise agrees in writing. All approved Improvements to the Lot must be completed in their entirety, unless the ARC otherwise agrees in writing.

(b) Upon completion, the Owner will give written notice of completion to the ARC.

**Section 5.12**      **Notice of Noncompliance.** The ARC will issue the Owner a notice of non-compliance if work is done without prior approval, or is not performed in accordance with the approved application, or is not completed within the required time frame. Within 45 days and at the Owner's sole cost and expense, the Owner must correct items listed in the notice of non-compliance or restore the Lot to the condition that existed prior to the commencement of the work.

**Section 5.13**      **Right to Appeal.** If the District is not acting as the ARC, the applicant may appeal the ARC's decision to the District Board of Directors by written appeal submitted within 20 days of the date that the ARC decision or notice is mailed to the Owner. The Board of Directors will review the decision of the ARC and all materials submitted to the ARC pursuant to the criteria set forth in this article and the Design Guidelines. The ARC's decision may be overruled and reversed by a majority of the directors by a written decision setting forth the reasons for the reversal when the Board concludes that the ARC's decision was not consistent with the criteria set forth in this article and the Design Guidelines, if any. If the Board denies the Owner's appeal, the Owner will have 45 days from the date of notice of the Board's decision to correct the noncompliance. If the Board does not issue its decision on any appeal within 60 days of the submission date, then appeal is deemed denied.

**Section 5.14**      **Limitation of Liability.** Neither the District nor its directors, officers, ARC members, or agents will bear any responsibility for the design, quality, structural integrity, or soundness of approved construction or modifications, nor for compliance with building codes, zoning regulations, and other governmental requirements. The District, its directors, officers, committee members, and agents are not liable for any injury, damages, or loss arising out of the manner, design, or quality of approved construction on or modifications to any Lot. No lawsuit, action, or claim may be brought against any of the foregoing for any injury, damage, or loss.

**Section 5.15**      **No Waiver of Future Approvals.** The ARC's approval of any proposals and applications for any work done or proposed, or in connection with any other matter requiring the District's approval, is not a waiver of any right to withhold approval as to any similar proposals and applications.

**Section 5.16**      **Authority to Assign Architectural Control.** The District shall have the authority, at its discretion, to assign the Architectural Control authority set forth in this article. Any such

assignment or transfer, if any, shall be effective upon recording of any instrument of transfer or assignment executed by the District in the real property records for Pueblo County, Colorado.

**ARTICLE 6. COVENANTS**

**Section 6.1 Covenant Enforcement Authority.** Pursuant to C.R.S. §32-1-1004(8)(a)(II), the District is named as the enforcement entity and shall have the powers and authority to provide covenant enforcement services of the covenants set forth in this article and throughout this Declaration. The District has agreed to perform the covenant enforcement services.

**Section 6.2 Enforcement Committee.** The District has the right to establish a committee to enforce the Governing Documents ("Enforcement Committee"). The District Board of Directors may determine the number of persons and terms of office, and may fill vacancies or remove committee members, with or without cause. If the District does not appoint committee members, the District Board of Directors will serve as the Enforcement Committee. The Enforcement Committee may propose Rules and Regulations from time to time, subject to approval by the District Board of Directors.

**Section 6.3 Owner Responsibility for Compliance.** Each Owner is responsible for ensuring that the Owner's family, guests, and Residents comply with all provisions of the Governing Documents. In addition to any rights the District may have against the Owner's family, guests, or Residents as a result of the person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner.

**Section 6.4 Use of Lots.**

(a) **Residential /Business Use.** Except as provided below, each Lot will be used for residential purposes only. No trade or business of any kind may be conducted in or from a Lot or any part of the Community, except that the Owner residing in the Residence or the Resident may conduct ancillary business activities within the Lot so long as the business activity:

(i) is not apparent or detectable by sight, sound, or smell from outside of the Lot;

(ii) does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Residence without business activity;

(iii) is legal and conforms to all zoning requirements;

(iv) does not increase traffic in the Community in excess of what would normally be expected for Residences within the Community without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other similar delivery services);

(v) is consistent with the Community's residential character and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Residents, as determined by the District; and

(vi) does not result in a materially greater use of District services.

The terms "business" and "trade," as used in this section, have their ordinary, generally accepted meanings, and include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i)

the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity.

**Section 6.5**      **Leasing.** The Community is intended to be an owner-occupied community. However, any Owner has the right to lease or allow occupancy of a Lot upon terms and conditions the Owner deems advisable, subject to restrictions of this Declaration, any other restrictions of record, and the following:

(a)      “Leasing,” for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any Person other than the Owner, with or without consideration. For the purposes of this Declaration, occupancy by not more than one roommate of an Owner who occupies the Lot as his primary residence does not constitute leasing under this Declaration.

(b)      Leases will be for or of the entire Lot.

(c)      Occupancies of less than six months of Lots are prohibited without the District's prior written approval.

(d)      All leases will be in writing and will provide that the lease is subject to the Governing Documents. Owners are required to provide Residents with copies of the current Declaration and Rules and Regulations.

(e)      Each Owner who leases his Lot will provide the District, upon request, a copy of the current lease (lease amount may be redacted) and tenant information, including the names of all Residents, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the District or its agents.

(f)      All leases will state that the failure of the Resident or guests to comply with the Governing Documents is a default of the lease and this Declaration.

(g)      All Owners who reside at a place other than the Lot will provide to the District an email address, physical address and phone number(s) where the Owner can be reached in the case of emergency or other District business. The Owner is solely responsible to keep this information current.

(h)      If a Lot is leased or occupied in violation of this section or if the Owner or Resident violates the Governing Documents, the District will be authorized, in addition to all other available remedies, to impose fees and penalties against the Resident and/or Owner.

**Section 6.6**      **Lot Combination.** Lots may not be combined with other Lots. This section does not apply to Declarant-owned Lots.

**Section 6.7**      **Subdivision.** No Lot may be further divided or subdivided, nor may any easement or other interest in less than the whole be conveyed by the Owner of the Lot without the prior written approval of the District; provided, however, District approval is not required for the transfer or sale of any Lot or for the granting of any security interest in the Lot. No Owner has the right to partition or seek partition of any Lot. This section does not apply to Declarant-owned Lots.

**Section 6.8**      **Temporary and Other Structures.** No temporary house trailer, garage, or outbuilding will be placed or erected upon a Lot except with the District's prior written approval. However, the District may adopt Rules and Regulations allowing the temporary use of tents in the backyard for recreational purposes. This section does not apply to Declarant-owned Lots.

**Section 6.9**      **Drainage.** There will be no interference with the established drainage patterns over any property within the Community, unless adequate provision is made for proper drainage

and approved by the ARC. In the event of any such interference where there has been no adequate provision made for proper drainage, the Owner interfering with the established drainage patterns will be liable for any damage resulting from such interference.

Nothing herein may be construed to affect the rights of an aggrieved Owner to proceed individually against a violator of this section for relief from interference with his or her property rights, and the District may, in its discretion, require the aggrieved Owner to seek redress personally for interference with the Owner's property rights before the District intervenes and commences enforcement action hereunder. No claim for any loss, damage, or otherwise will exist by an aggrieved Owner against the District for failure to enforce the provisions hereof if the aggrieved Owner has not pursued all available remedies against the violator for redress provided under Colorado law.

**Section 6.10**      **Landscaping Requirements**. All landscaping is subject to the approval of the ARC. Grass, shrubs, and trees will be maintained in an attractive, healthy, live, and growing condition, as more particularly provided for in this Declaration. No artificial plants, artificial grasses, or flowers may be placed on the Lot as exterior landscape materials unless approved by the ARC.

**Section 6.11**      **Prohibition of Damage, Nuisance and Noise**. Nothing will be done or kept on a Lot or the Community that would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirements of any governmental body.

Noxious, destructive, offensive, or unsanitary activities may not be carried on within the Community. No Owner or Resident may use or allow the use of the Lot or any portion of the Community at any time, in any way, that may endanger persons or property, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Residents, or constitute a nuisance. The intention of this provision is to grant the District and aggrieved Owners and Residents a right of redress for actions, activities, or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment.

Nothing in this section will be construed to affect the rights of an aggrieved Owner or Resident to proceed individually against a violator for relief from interference with his property or personal rights. The Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their rights before the District intervenes and commences enforcement action. No aggrieved Owner or Resident will have a claim against the District for failure to enforce the provisions of this section if the aggrieved Owner or Resident has not personally pursued all available remedies against the violator for redress provided under Colorado law.

Specific unauthorized and unreasonable annoyances or disturbances will include, but are not limited to, the following:

- (a) fighting, screaming, shouting, excessively loud talking or playing music or television, raucous behavior, or insobriety either outside a Lot at any time or within a Residence if the conduct can be heard in another Residence;
- (b) using any alarm, equipment, or device, mechanical or otherwise, that creates or produces excessively loud sounds or any vibrations either outside a Residence at any time or within a Residence if the sounds can be heard or vibrations felt in another Residence;
- (c) threatening or intimidating conduct towards any Resident, guest, or pet in the Community;
- (d) conduct that creates any danger or risk of injury to others or damage to property in the Community;
- (e) conduct that creates any noxious or offensive odor if the odors can be detected

in another Lot;

(f) incessant or excessive pet noises, including dog barking, if the conduct can be heard in another Residence;

(g) construction or similar activities on a Lot that can be heard within another Residence between the hours of 9:00 p.m. and 7:30 a.m.;

(h) similar action or activity that interferes with the peaceful use and enjoyment of another Lot by any other Owner, members of his family, guests, invitees, or Residents; or

(i) using or allowing the use of the Lot in any manner that creates noise between the hours of 11:00 p.m. and 7:30 a.m. that can be heard in another Lot that will unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his family, guests, or Residents.

**Section 6.12      Pets.**

(a) An Owner or Resident may keep up to three dogs, cats, or other generally recognized domestic household pets. For purposes of this section, the following are not considered household pets: poultry, fowl, bees, pigs, venomous snakes, or animals determined to be dangerous animals in the District's sole discretion. The District may adopt additional Rules and Regulations to supplement this section.

(b) No Owner or Resident may keep, breed, or maintain any pet for any commercial purpose. Pets must be kept on a leash and be under the physical control of a responsible person at all times while in the Community. Feces left by pets upon within the Community or on Lots, including the pet owner's Lot, must be removed promptly by the pet owner or other person responsible for the pet.

(c) Any Owner or Resident who keeps or maintains any pet within the Community is coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the District as a result of keeping or maintaining the pet within the Community.

**Section 6.13      Unightly Articles.** No unsightly article will be permitted to remain on any Lot or other portion of the property if it is visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, mobile homes, recreation vehicles, graders, trucks (other than pickups), boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment and garden and maintenance equipment will be kept at all times (except when in actual use) in an enclosed structure or otherwise fully screened from view in a manner consistent with this Declaration, such as approved fencing and structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics will be appropriately screened from view. Liquid propane, gas, oil and other exterior tanks will be kept within an enclosed structure.

**Section 6.14      Trash Removal Restriction.** No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash will be kept stored or allowed to accumulate on any portion of a Lot except within an enclosed structure or in a garage; provided, however, that normal household waste can be set out in trash cans the evening before scheduled garbage pick-up and must be removed and returned to their enclosed structure by evening of the day of garbage pick-up. All equipment for the storage or disposal of such materials will be kept in a clean and sanitary condition.

**Section 6.15      Vehicles and Parking.**

(a) **Prohibited Vehicles.** Boats, trailers, jet-skis and trailers for same, oversized trailers, hauling trailers, pickup trucks over 1 ton, panel trucks, buses, vans (excluding vans used by



handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles), and recreational vehicles (as may be defined in the Rules and Regulations) are prohibited unless parked wholly within a garage if they can be enclosed with the garage door closed. Notwithstanding the above, otherwise prohibited vehicles are allowed temporarily on the Lots during normal business hours for the purpose of serving any Lot; provided, however, no such vehicle may remain on the Lots overnight or for any other purpose.

No unlicensed vehicles may be parked on the Lots. No stored or abandoned or inoperable vehicles of any kind may be stored or parked on the Lot or Common Areas. An "abandoned or inoperable vehicle" is defined as any passenger car, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which for a period of three days or longer does not have an operable propulsion system installed therein, has one or more flat tires, or has another condition preventing the regular and normal operation and movement of the vehicle. A vehicle will be considered "stored" if it remains in the same location in the Community for 14 consecutive days or longer.

(b) **Enforcement.** If any vehicle is parked on any portion of the Community in violation of this section or in violation of the Rules and Regulations, the District or agent of the District may place a notice on the vehicle specifying the nature of the violation and stating that after 24 hours, the vehicle may be towed. The notice will include the name and telephone number of the person or entity that will do the towing. If 24 hours after such notice is placed on the vehicle the violation continues, or occurs again within six months of such notice, the District or agent of the District may have the vehicle towed in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is towed in accordance with this section, neither the District nor its directors, officers, or agents will be liable to any person for any claim of damage resulting from the towing. Notwithstanding anything to the contrary herein, the District may elect to impose fees and penalties or use other available sanctions rather than exercise its authority to tow.

**Section 6.16** **Vehicle Repair.** Maintenance, repair, rebuilding, dismantling, repainting, or any kind of servicing of vehicles, trailers, or boats may not be performed or conducted in the Community unless done within completely enclosed structures that screen the sight and sound of the activity from the street and from adjoining property. This restriction does not prevent washing and polishing of any motor vehicle, boat, or trailer, together with those activities normally incident and necessary to washing and polishing.

**Section 6.17** **Signs and Flags.** Except as may be provided for herein or as may be required by state law or legal proceedings, no commercial signs or flags, commercial advertising posters, or commercial billboards of any kind will be erected, placed, or permitted to remain on a Lot. The District has the authority to adopt Rules and Regulations regarding signs which may limit the number, placement, and size of any allowed sign or flag. The District has the right to erect reasonable and appropriate signs on behalf of the Community. Notwithstanding the foregoing, the Declarant or builder may construct and maintain commercial signs and flags advertising North Vista Highlands within the Community.

**Section 6.18** **Antennas and Satellite Dishes.** Satellite dishes, antennae, or other devices for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation may only be erected, used, or maintained by Owners or Residents on the Lot. The District may adopt Design Guidelines that may establish reasonable, non-discriminatory restrictions relating to appearance, safety, placement, and maintenance, to the extent permitted under federal law.

**Section 6.19** **Hazardous Activities.** No activities will be conducted on a Lot and no Improvements will be constructed on a Lot that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms will be discharged within the Lot or Community and no open fires will be lighted or permitted on any portion of the Lot or Community, except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or

exterior fireplace designed to prevent dispersal of burning embers.

**Section 6.20**      **No Mining and Drilling**. No portion of the Community will be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

**Section 6.21**      **Restriction on Marijuana Growth and Distribution**. Except for the growth of medical marijuana for personal use by the Resident as permitted by Colorado law, no Owner, Resident or other Person may use the Lot or any portion of the Lot for the purpose of growing or distributing marijuana. No Owner or Resident may grow medical marijuana for another person who is not a Resident of that Lot. No Lot may be used for the production or use of hash oil, whether for personal use or distribution. The restrictions in this section may be further clarified through Rules and Regulations. Owners will be responsible for any costs or damages resulting from a violation of this section.

**Section 6.22**      **Rules and Regulations**. The District may adopt, amend, and repeal rules and regulations concerning and governing the Residences, the Lots, and the Community to further the provisions of this Declaration and the general plan of development. The District may establish and enforce penalties for the violation of any Rules and Regulations.

**Section 6.23**      **Authority to Assign Covert Enforcement**. The District shall have the authority, at its discretion, to assign the Covenant Enforcement authority set forth in this article. Any such assignment or transfer, if any, shall be effective upon recording of any instrument of transfer or assignment executed by the District in the real property records for Pueblo County, Colorado.

## **ARTICLE 7.                    AUTHORITY AND ENFORCEMENT**

### **Section 7.1                    Compliance With Governing Documents**

(a)      **Compliance Required**. Every Owner and Resident will comply with the applicable provisions of the Governing Documents. Any aggrieved Owner or Resident has the right to take action to enforce the terms of the Governing Documents against another Owner or Resident.

### **Section 7.2                    Enforcement of Governing Documents**

(a)      **General Inspections**.

(i)      Any member or authorized agent or consultant of the Enforcement Committee or the ARC or any authorized officer, director, employee or agent of the District may enter upon any Lot, at any reasonable time, after notice to Owner, without being deemed guilty of trespass, in order to investigate or inspect any portion of the Community for alleged violations of the Governing Documents.

(b)      **District Remedies**. The Association may enforce all applicable provisions of the Governing Documents and may impose sanctions for their violation. Sanctions may include, without limitation:

(i)      imposing reasonable fees, charges, and penalties, after notice and opportunity for a hearing, which will be a lien upon the violator's Lot;

(i)      instituting any proceeding at law or in equity against any Persons for violating or attempting to violate provisions, including injunctive relief to cause an existing violation to be brought into compliance with the Governing Documents, and the District shall recover all costs and attorneys' fees associated with bringing the action;

(ii) exercising self-help or action to abate any violation of the Governing Documents in a non-emergency situation, subject to any requirements set forth in this Declaration, including those related to maintenance, repair, or replacement, provided that the District does not have the authority to enter the Residence;

(iii) requiring an Owner, at the Owner's expense, to cease any construction of any modification that has not been approved, or to remove any structure or improvement in the Lot in violation of the Governing Documents and to restore the Lot to its previous condition and upon the Owner's failure to do so, the District has the right to enter the Lot, remove the violation and restore the Lot to substantially the same condition as previously existed and any action is not deemed a trespass;

(iv) recording in the real property records a notice of violation identifying any uncured violation of the Governing Documents; and

(v) other remedies provided for in this Declaration or by applicable law.

(c) Emergencies and Legal Action. In addition, the Association may take the following enforcement procedures to seek compliance with the Governing Documents:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, towing vehicles that are in violation of any parking Rules and Regulations); and/or

(ii) instituting any civil action to enjoin any violation or to recover monetary damages or both.

(d) Remedies Are Cumulative. All remedies set forth in the Governing Documents are cumulative of any remedies available at law or in equity.

(e) Notice and Hearing. Prior to the imposition of any penalties, the District or the Enforcement Committee will mail a notice of violation to the Owner alleged to be in violation of any such provision and shall give such notified Owner the opportunity for a hearing in front of the District Board of Directors or the Enforcement Committee, prior to the imposition of any penalty. The District may adopt Rules and Regulations outlining the procedures for reporting violations of the Governing Documents and the process by which any penalties may be imposed, including a schedule of penalties to be imposed for any such violations.

(f) District Lien. The District may collect, and has a statutory perpetual lien, pursuant to C.R.S. §32-1-1001(1)(j)(l), against the Lot subject to the violation to secure:

(i) payment for reimbursement by the violating Owner for any remedial work performed by the District to remove, correct, or otherwise remedy the violation;

(ii) payment for expenses incurred in obtaining injunctive relief, including costs and attorneys' fees; and

(iii) payment of any penalties levied by the District against such Lot, plus the following amounts, to the extent not inconsistent with applicable laws,

(A) interest on such amount at a rate equal to 18%, and

(B) all costs and expenses of collecting the unpaid amount, including, without limitation, reasonable attorneys' fees.

(g) Prevailing Party. In any action instituted or maintained under this Declaration or

any other Governing Documents, the prevailing party shall be entitled to recover its costs and attorneys' fees incurred in asserting or defending the claim, as well as any and all other sums.

**Section 7.3 Failure to Enforce.** The District will have the discretion to determine whether enforcement action in any particular case will be pursued, provided that the District Board of Directors will exercise judgment, be reasonable, and not be arbitrary and capricious. Notwithstanding the above, no right of action will exist against the District for failure of enforcement where: (i) the Board determines that the District's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so. A decision of the District not to pursue enforcement action will not be construed as a waiver of the District's right to enforce such provision at a later time under other circumstances or preclude the District from enforcing any other provision of the Governing Documents.

## **ARTICLE 8. AMENDMENTS**

Except where a higher vote is required for action under any other provision of this Declaration, in which case such higher vote will be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Lot Owners holding at least 67% of the total Association vote, with each Lot being allocated one vote, and with the prior consent of the District and Declarant.

Notice of any meeting at which a proposed amendment will be considered will state the fact of consideration and the subject matter of the proposed amendment.

Any action to challenge the validity of this Declaration, or an amendment subsequently adopted under this article, must be brought within one year of the recording date. No action to challenge such amendment may be brought after such time.

## **ARTICLE 9. DECLARANT RIGHTS**

### **Section 9.1 Declarant's Easements.**

- (a) Easement. Declarant reserves a general easement over and under the Community:
- (i) To exercise any Declarant rights as set forth herein.
  - (ii) To make, construct, or alter improvements on or under the Community or any additional real estate added or owned by Declarant.
  - (iii) To hold or to allow special events as Declarant determines in its sole and absolute discretion.
- (b) Additional Easements and Rights. Declarant hereby reserves the right to:
- (i) Establish from time to time, in locations at its discretion, utility and other easements, permits or licenses, over, across, through and under the Community; and
  - (ii) Create other reservations, exceptions, and exclusions for the best interest of the Community.
- (c) In addition, until such time as Declarant adds any portion of the additional

Community to North Vista Highlands, and after such time as Declarant withdraws any portion of the Community from North Vista Highlands, Declarant shall have whatever easements are reasonably necessary or desirable across the Community for access to and utility services for the additional Community or the portion of the Community withdrawn from North Vista Highlands, as the case may be.

**Section 9.2**        **Improvements.** Declarant and its designees shall have the right to construct or remove any improvements it deems necessary, or to appropriate any Improvement on any sites owned by Declarant, and with prior written approval from the District, on District property.

**Section 9.3**        **Development Rights.**

(a)        **Reservation of Rights.** Declarant reserves the following rights, which may be exercised from time to time:

(i)        The right to approve any preliminary or final plat, and amendments thereto, submitted by an Owner or builder to the governmental authority having jurisdiction over the same;

(ii)       The right to complete improvements on any recorded Plat.

(iii)      The right to create as many Lots within the North Vista Highlands Community as permitted by applicable zoning and subdivision laws or any real estate which the Declarant may add into the North Vista Highlands Community.

(iv)      The right to subdivide any Declarant-owned Lot.

(v)        The right to add any Declarant-owned real estate to the Community;

(vi)      The right to withdraw any Declarant-owned real estate from the Community; provided, however, that the withdrawn site is benefitted by an ingress and egress easement for access and burdened by payment of equitable and pro rata cost sharing for any private access to that site.

(vii)     The right to combine any Lots owned by Declarant.

(viii)    The right to create easements, permits, licenses, and other property rights and reservations on all or part of the property within the Community.

(ix)      The right to dedicate or designate any portion of the Community owned by Declarant for public or quasi-public purposes.

(x)        The right to create new categories of Lot types;

(xi)      The right to approve amendments to or termination of this Declaration;  
and

(xii)     The right to exercise any and all other rights otherwise granted to Declarant under applicable Colorado law or this Declaration.

(b)        **Designated Portions of the Community / Rights of Withdrawal.**

(i)        Declarant may designate all the property or any real property interests constituting less than all of the Community (including all or any portion of any platted or unplatted lot, parcel, or tract) as a separate "portion" of the Community for purposes of this Declaration or any subsequent declaration.

(ii) Declarant has the right to withdraw any portion of the Community or a Lot, with or without a dwelling or Improvement constructed on that Lot.

(iii) Declarant has the right for any property withdrawn to subject that withdrawn property to its own set of covenants, or governing documents as a common interest community, either subject to the Act, or exempt from the Act, based on the size of the Community as the Declarant or third party may create.

(iv) Declarant may divide any phase into multiple phases by recording in the Official Records an instrument designating such modified boundaries, on the condition that the then-owner of such portion consents to such reconfiguration pursuant to an instrument in the Official Records.

(v) Subject to the requirements herein, Declarant may designate all or any portion of the Community included or any real property interests therein, including all or any portion of any platted or unplatted lot, parcel, or tract, as a separate phase.

(c) Amendments to this Declaration. In exercising any development right, Declarant shall execute and record an amendment to this Declaration in accordance with the requirements set forth in Colorado law.

(d) Number of Lots. Declarant hereby reserves the right to create within, or add to, North Vista Highlands, up to One Thousand One Hundred (1,100) Lots.

**Section 9.4** Access and Utility Easement. Declarant and its successors and assigns have an access and utility easement to and from any real property accessible through the Community on private roads, drive aisles, alleys, or other means of access within the Community.

**Section 9.5** Sales Offices, Management Offices, and Model Homes. Declarant has the right to maintain sales offices, management offices, and models within any Lot owned by Declarant. Declarant also has the right to construct and maintain advertising signs within the North Vista Highlands Community, as well as any Lots owned by Declarant.

**Section 9.6** Exercising Declarant Rights and Development Rights. Declarant may exercise its Declarant Rights and Development Rights at any time, from time to time, in any order, and no assurance is given as to the order in which Declarant will exercise such rights. If Declarant exercises any Declarant Right or Development Right with respect to any portion of the Community, Declarant may, but is not obligated to, exercise that Declarant Right or Development Right with respect to any other portion of the Community. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Declarant Right or Development Right without the consent of the District, the District Board of Directors, or any of the Owners. Notwithstanding the foregoing, Declarant may exercise any of the rights set forth in this Article 9 at any time and from time to time; provided, however, that its Declarant Rights and Development Rights must be exercised, if at all, no later than 99 years following the date this Declaration is recorded, unless Declarant voluntarily terminates such rights by written and recorded instrument.

**Section 9.7** Interference with Declarant Rights and Development Rights. Without Declarant's written consent, neither the District, nor any Owner may take any action or adopt any Rule or Regulation that interferes with, hinders, or diminishes any Declarant Right or Development Right.

## ARTICLE 10. GENERAL PROVISIONS

**Section 10.1** Powers and Authority. The Community is located fully within the District. Pursuant to this Declaration, the District is authorized to assume and perform various obligations set forth herein. The District shall have any and all authority required to carry out and fulfill these obligations.

These powers shall include, but shall not be limited to the following:

- (a) The authority to enter into agreements with third parties for any purposes deemed fit by the District;
- (b) The authority to create, set, and amend a budget for revenues, expenditures, and reserves;
- (c) The authority to collect taxes and fees from Owners to administer its duties and obligations provided in this Declaration;
- (d) The authority to enforce the Governing Documents;
- (e) The authority to levy fees, penalties, and other sanctions for violations of the Governing Documents, as allowed by applicable law and this Declaration; and
- (f) Any other powers necessary to effectively enforce the covenants, conditions, and restrictions contained herein.

**Section 10.2** **Homestead Waiver**. The lien of the District for any fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District imposed pursuant to C.R.S. §32-1-1001 is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against said lien.

**Section 10.3** **Security Disclaimer**. THE DISTRICT, THE ARC, THE ENFORCEMENT COMMITTEE, IF ANY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO A LOT WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT THE FOREGOING ARE OBLIGATED TO DO ONLY THOSE ACTS SPECIFICALLY ENUMERATED IN THIS DECLARATION, IF ANY, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY.

**Section 10.4** **Implied Rights**. The District may exercise any right or privilege given to it expressly by this Declaration, applicable law, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it or reasonably necessary to effectuate any of its rights or privileges.

**Section 10.5** **Electronic Records, Notices and Signatures**. Notwithstanding any other portion of this Declaration, records, signatures, and notices will not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made, or presented electronically. Unless otherwise required by applicable law, any requirement to deliver any notice, statement, demand, document, or record to an Owner shall be deemed satisfied by sending the same to an Owner by electronic delivery if the Owner has provided an electronic mail or delivery address to the District. Otherwise, an Owner shall register his mailing address with the District and any notice, statement, demand, document, or record intended to be delivered upon an Owner must be sent by U.S. mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the District of a registered address, then any notice, statement, demand, document or record may be delivered or sent to such Owner at the address of such Owner's Lot.

**Section 10.6** **Duration**. The covenants and restrictions of this Declaration will run with and bind the property perpetually unless otherwise terminated by the affirmative vote, written consent, or

any combination of affirmative vote and written consent of the Lot Owners holding at least 67% of the total Association vote, with each Lot being allocated one vote, and with the prior consent of the District and Declarant.

**Section 10.7**      **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise will in no way affect the application of such provision to other circumstances or affect any other provision(s), which will remain in full force and effect.

**Section 10.8**      **District May Delegate**. The District may engage one or more third-party independent contractors to carry out and enforce all or a portion of the provisions of this Declaration, the Design Guidelines, the Rules and Regulations and any supplemental documents and agreements related to the provision of covenant enforcement and design review services within the Community. Any such contractors shall be engaged under the sole direction and of control of the District.

**Section 10.9**      **Captions**. All captions and titles used in this Declaration are intended solely for convenience of reference and do not enlarge, limit, or otherwise affect that which is set forth in any paragraph, section or article.

**Section 10.10**      **Singular Includes the Plural**. Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular, and each gender referral is deemed to include the masculine, feminine and neuter.



IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Vista Highlands and Termination Agreement is executed by the undersigned.

This 9<sup>th</sup> day of July, 2021.

NORTH VISTA HIGHLANDS COMMUNITY ASSOCIATION, INC., a Colorado nonprofit corporation

By: [Signature]  
President

STATE OF COLORADO )  
                                          ) ss.  
COUNTY OF Denver )

The foregoing Declaration was acknowledged before me by David Resnick, as president of the North Vista Highlands Community Association, Inc., on this 9<sup>th</sup> day of July, 2021.

Gwyn A. Alexander  
Notary Public

My commission expires: 5/1/22

GWYN ALLISON ALEXANDER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184018642  
MY COMMISSION EXPIRES MAY 1, 2022

CONSENT OF DISTRICTS

The undersigned, North Vista Highlands Metropolitan District Nos. 1-5, hereby agree to the rights and obligations of the District, as applicable, set forth in the aforesaid Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Vista Highlands and Termination Agreement.

IN WITNESS WHEREOF, the undersigned as hereto set its hand this 9<sup>th</sup> day of July, 2021.

NORTH VISTA HIGHLANDS METROPOLITAN DISTRICT NOS.  
1-5

By: DORO  
Title: President

STATE OF Colorado )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2021, by David Resnick, as president of North Vista Highlands Metropolitan District Nos. 1-5.

Witness my hand and official seal.

Gwyn A. Alexander  
Notary Public  
My Commission expires: 5/1/22

GWYN ALLISON ALEXANDER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184018642  
MY COMMISSION EXPIRES MAY 1, 2022

EXHIBIT "A"

Legal Description of the Community

**Parcel A:**

Initial Property

The Initial Property consists of the following seven (7) parcels (Phase 1-A, Phases 1-B and 1-C, Phase 2-A, Phase 2B, Phase 3, Phase 4 and Phase 5), each as described below:

Phase 1-A

**NORTH VISTA HIGHLANDS,  
DEVELOPMENT AREA 1, PHASE 1A  
LAND DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF THE NE ¼ OF SAID SECTION 8 AND THE FOLLOWING LOTS AND BLOCKS IN THE FOUNTAIN LAKE SUBDIVISION ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD ON DECEMBER 12, 1888 IN PUEBLO COUNTY RECORDS

ALL OF LOTS 1 THRU 7, A PORTION OF LOTS 8 AND 23, AND ALL OF LOTS 24 THRU 34 BOTH INCLUSIVE OF BLOCK 1  
ALL OF LOTS 1 THRU 7, A PORTION OF LOTS 8 AND 27, AND ALL OF LOTS 28 THRU 34 BOTH INCLUSIVE OF BLOCK 21  
ALL OF LOTS 1 THRU 3, A PORTION OF LOT 4, A PORTION OF LOTS 26 THRU 31, AND ALL OF LOTS 32 THRU 34 BOTH INCLUSIVE OF BLOCK 22  
ALL OF LOTS 1 THRU 3, A PORTION OF LOTS 4 AND 31, AND ALL OF LOTS 32 THRU 34 BOTH INCLUSIVE OF BLOCK 39

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8, MONUMENTED ON THE NORTH WITH A 2 ½" ALUMINUM CAP STAMPED WITH P.L.S. NO. 16128 AND MONUMENTED ON THE SOUTH WITH A FOUND AXLE WITH NO MARKS, TO BEAR N. 01°25'55" E. AND ALL BEARINGS BEING RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF THE NE ¼ OF SAID SECTION 8; THENCE S. 88°02'18" W. ALONG SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8 AND THE NORTH BOUNDARY LINE OF WALKING STICK VISTA, FILING NO. 1 ACCORDING TO THE RECORDED PLAT THEREOF FILED FOR RECORD ON APRIL 15, 2008 AT RECEPTION NO. 1765211 IN THE RECORDS OF PUEBLO COUNTY RECORDER, A DISTANCE OF 1,687.97 FEET TO

THE POINT OF BEGINNING; THENCE S. 88°02'18" W. CONTINUING ALONG THE SAID SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8 A DISTANCE OF 969.73 FEET TO THE CENTER CORNER OF SAID SECTION 8; THENCE S. 88°03'11" W. ALONG SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 AND THE NORTH BOUNDARY LINE OF SAID WALKING STICK VISTA, FILING NO. 1, A DISTANCE OF 312.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 150.00 FEET AND WHOSE CENTER BEARS S. 88°03'15" W., A DISTANCE OF 182.51 FEET; THENCE N. 01°56'54" W., A DISTANCE OF 612.15 FEET; THENCE N. 88°28'45" E., A DISTANCE OF 104.00 FEET; THENCE N. 01°56'54" W., A DISTANCE OF 511.51 FEET; THENCE N. 80°36'07" E., A DISTANCE OF 265.70 FEET; THENCE N. 82°48'27" E., A DISTANCE OF 573.54 FEET; THENCE N. 81°54'53" E., A DISTANCE OF 480.84 FEET; THENCE S. 69°41'58" E., A DISTANCE OF 237.09 FEET; THENCE S. 61°38'22" E., A DISTANCE OF 119.32 FEET; THENCE S. 62°22'34" E., A DISTANCE OF 105.31 FEET; THENCE S. 65°05'39" E., A DISTANCE OF 90.68 FEET; THENCE S. 19°36'32" W., A DISTANCE OF 35.27 FEET; THENCE S. 23°23'31" E., A DISTANCE OF 68.56 FEET; THENCE S. 08°46'45" E., A DISTANCE OF 44.29 FEET; THENCE S. 23°59'57" E., A DISTANCE OF 131.81 FEET; THENCE N. 66°00'03" W., A DISTANCE OF 123.18 FEET; THENCE S. 23°59'57" W., A DISTANCE OF 33.05 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 175.00 FEET, A DISTANCE OF 77.66 FEET; THENCE S. 01°25'32" E., A DISTANCE OF 311.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1,500.00 FEET, A DISTANCE OF 104.19 FEET; THENCE S. 02°33'15" W., A DISTANCE OF 201.43 FEET; THENCE N. 87°26'45" W., A DISTANCE OF 23.49 FEET; THENCE S. 02°33'15" W., A DISTANCE OF 175.20 FEET; THENCE S. 88°02'18" W., A DISTANCE OF 484.34 FEET; THENCE S. 01°57'44" E., A DISTANCE OF 60.00 FEET THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8 AND THE POINT OF BEGINNING.

CONTAINING 51.93 ACRES, MORE OR LESS.

**Phases 1-B and 1-C**

**NORTH VISTA HIGHLANDS,  
DEVELOPMENT AREA 1, PHASE 1B and 1C  
LAND DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF THE NE ¼ OF SAID SECTION 8 AND THE FOLLOWING LOTS AND BLOCKS IN THE FOUNTAIN LAKE SUBDIVISION ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD ON DECEMBER 12, 1888 IN PUEBLO COUNTY RECORDS

ALL OF LOTS 1 THRU 8, A PORTION OF LOT 9, A PORTION OF LOT 26, AND ALL OF  
LOTS 27 THRU 34 BOTH INCLUSIVE OF BLOCK 22  
ALL OF LOTS 1 THRU 8, A PORTION OF LOT 9, A PORTION OF LOT 26, AND ALL OF  
LOTS 27 THRU 34 BOTH INCLUSIVE OF BLOCK 39  
ALL OF LOTS 1 THRU 8, A PORTION OF LOTS 9 AND 10, A PORTION OF LOT 26, AND  
ALL OF LOTS 27 THRU 34 BOTH INCLUSIVE OF BLOCK 40  
ALL OF LOTS 1 THRU 5, A PORTION OF LOTS 6 AND 7, A PORTION OF LOTS 23 THRU  
30, AND ALL OF LOTS 31 THRU 34 BOTH INCLUSIVE OF BLOCK 54  
ALL OF LOTS 1 THRU 5, AND ALL OF LOTS 30 THRU 34 BOTH INCLUSIVE OF BLOCK  
55

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8,  
MONUMENTED ON THE NORTH WITH A 2 1/2" ALUMINUM CAP STAMPED WITH P.L.S. NO.  
16128 AND MONUMENTED ON THE SOUTH WITH A FOUND AXLE WITH NO MARKS, TO BEAR  
N. 01°25'55" E. AND ALL BEARINGS BEING RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 8; THENCE S.  
88°02'18" W. ALONG SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID  
SECTION 8 AND THE NORTH BOUNDARY LINE OF WALKING STICK VISTA, FILING NO. 1  
ACCORDING TO THE RECORDED PLAT THEREOF FILED FOR RECORD ON APRIL 15,  
2008 AT RECEPTION NO. 1765211 IN THE RECORDS OF PUEBLO COUNTY RECORDER,  
A DISTANCE OF 570.42 FEET TO THE POINT OF BEGINNING; THENCE S. 88°02'18" W.  
CONTINUING ALONG THE SAID SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF  
SECTION 8 A DISTANCE OF 1,117.55 FEET; THENCE N. 01°57'44" W., A DISTANCE OF  
60.00 FEET; THENCE N. 88°02'18" E., A DISTANCE OF 484.34 FEET; THENCE N.  
02°33'15" E., A DISTANCE OF 175.20 FEET; THENCE S. 87°26'45" E., A DISTANCE  
OF 23.49 FEET; THENCE N. 02°33'15" E., A DISTANCE OF 201.43 FEET; THENCE  
ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1,500.00 FEET,  
A DISTANCE OF 104.19 FEET; THENCE N. 01°25'32" W., A DISTANCE OF 311.00  
FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS  
175.00 FEET, A DISTANCE OF 77.66 FEET; THENCE N. 23°59'57" E., A DISTANCE  
OF 33.05 FEET; THENCE S. 66°00'03" E., A DISTANCE OF 123.18 FEET; THENCE N.  
23°59'57" W., A DISTANCE OF 131.81 FEET; THENCE N. 08°46'45" W., A DISTANCE  
OF 44.29 FEET; THENCE N. 23°23'31" W., A DISTANCE OF 68.56 FEET; THENCE N.  
19°36'32" E., A DISTANCE OF 35.27 FEET; THENCE N. 65°05'39" W., A DISTANCE  
OF 90.68 FEET; THENCE N. 62°22'34" W., A DISTANCE OF 105.31 FEET; THENCE N.  
61°38'22" W., A DISTANCE OF 119.32 FEET; THENCE N. 69°41'58" W., A DISTANCE  
OF 237.09 FEET; THENCE S. 81°54'53" W., A DISTANCE OF 480.84 FEET; THENCE  
S. 82°48'27" W., A DISTANCE OF 573.54 FEET; THENCE S. 80°36'07" W., A  
DISTANCE OF 265.70 FEET; THENCE S. 01°56'54" E., A DISTANCE OF 511.51 FEET;  
THENCE S. 88°28'45" W., A DISTANCE OF 104.00 FEET; THENCE N. 01°56'54" W., A  
DISTANCE OF 687.55 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT  
WHOSE RADIUS IS 950 FEET, A DISTANCE OF 353.17 FEET; THENCE N. 76°50'47" E., A  
DISTANCE OF 160.25 FEET; THENCE N. 18°45'12" W., A DISTANCE OF 190.24 FEET;  
THENCE N. 01°07'27" W., A DISTANCE OF 338.04 FEET; THENCE N. 88°52'33" E., A  
DISTANCE OF 828.87 FEET; THENCE S. 46°47'43" E., A DISTANCE OF 143.71 FEET;  
THENCE S. 06°20'36" E., A DISTANCE OF 189.00 FEET; THENCE S. 38°18'22" E., A

DISTANCE OF 31.59 FEET; THENCE N. 41°04'03" E., A DISTANCE OF 183.83 FEET;  
THENCE S. 44°42'07" E., A DISTANCE OF 192.63 FEET; THENCE N. 48°45'34" E., A  
DISTANCE OF 140.33 FEET; THENCE S. 47°19'33" E., A DISTANCE OF 60.18 FEET;  
THENCE S. 80°14'09" E., A DISTANCE OF 353.32 FEET; THENCE S. 21°48'49" E., A  
DISTANCE OF 156.29 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT  
WHOSE RADIUS IS 565.00 FEET AND WHOSE CENTER BEARS S. 15°35'48" W., A  
DISTANCE OF 535.12 FEET; THENCE S. 20°29'00" E., A DISTANCE OF 107.24 FEET;  
THENCE S. 03°07'26" E., A DISTANCE OF 140.23 FEET; THENCE S. 11°39'44" E., A  
DISTANCE OF 536.26 FEET; THENCE S. 01°33'16" E., A DISTANCE OF 696.64 FEET TO  
THE POINT OF BEGINNING.

CONTAINING 56.51 ACRES, MORE OR LESS.

Phase 2-A

**NORTH VISTA HIGHLANDS,  
DEVELOPMENT AREA 1, PHASE 2A  
LAND DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 8,  
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO  
AND STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

THE FOLLOWING LOTS AND BLOCKS IN THE FOUNTAIN LAKE SUBDIVISION ACCORDING TO  
THE RECORDED PLAT THEREOF, AS FILED FOR RECORD ON DECEMBER 12, 1888 IN PUEBLO  
COUNTY RECORDS

A PORTION OF LOT 8, ALL OF LOTS 9 THRU 23, A PORTION OF LOT 24, BOTH  
INCLUSIVE OF BLOCK 1  
ALL OF BLOCK 2  
ALL OF BLOCK 3  
ALL OF LOTS 1 THRU 7, A PORTION OF LOTS 8 AND 21, LOTS 22 THRU 28, BOTH  
INCLUSIVE OF BLOCK 4  
ALL OF LOTS 1 THRU 9, A PORTION OF LOTS 10 THRU 12, A PORTION OF LOTS 19  
THRU 20, ALL OF LOTS 21 THRU 28, BOTH INCLUSIVE OF BLOCK 18  
ALL OF BLOCK 19  
ALL OF BLOCK 20  
A PORTION OF LOT 8, ALL OF LOTS 9 THRU 26, A PORTION OF LOT 27, BOTH  
INCLUSIVE OF BLOCK 21  
A PORTION OF LOT 9, ALL OF LOTS 10 THRU 25, A PORTION OF LOT 26, BOTH  
INCLUSIVE OF BLOCK 22  
ALL OF BLOCK 23  
ALL OF BLOCK 24  
ALL OF BLOCK 25  
ALL OF LOTS 1 AND 2, A PORTION OF LOTS 3 THRU 9, A PORTION OF LOTS 26 THRU  
28, BOTH INCLUSIVE OF BLOCK 26  
A PORTION OF LOTS 1 THRU 3, A PORTION OF LOT 28 BOTH INCLUSIVE OF BLOCK  
34

ALL OF LOTS 1 THRU 14, A PORTION OF LOTS 15 THRU 17, ALL OF LOTS 18 THRU 28,  
BOTH INCLUSIVE ON BLOCK 35  
ALL OF BLOCK 36  
ALL OF BLOCK 37  
ALL OF BLOCK 38  
A PORTION OF LOT 9, ALL OF LOTS 10 THRU 25, A PORTION OF LOT 26, BOTH  
INCLUSIVE OF BLOCK 39  
A PORTION OF LOT 9 AND 10, ALL OF LOTS 11 THRU 25, A PORTION OF LOT 26,  
BOTH INCLUSIVE OF BLOCK 40  
A PORTION OF LOTS 1 THRU 7, A PORTION OF LOTS 16 THRU 21, ALL OF LOTS 22  
THRU 28, BOTH INCLUSIVE OF BLOCK 41  
A PORTION OF LOTS 9 THRU 14, ALL OF LOTS 15 THRU 20, A PORTION OF LOTS 21  
THRU 27, BOTH INCLUSIVE OF BLOCK 42  
A PORTION OF LOTS 1 THRU 14, ALL OF LOTS 15 THRU 28, BOTH INCLUSIVE OF  
BLOCK 43  
A PORTION OF LOTS 1 THRU 5, A PORTION OF LOTS 16 THRU 22, ALL OF LOTS 23  
THRU 28, BOTH INCLUSIVE OF BLOCK 44  
A PORTION OF LOT 24 OF BLOCK 54

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8,  
MONUMENTED ON THE NORTH WITH A 2 1/2" ALUMINUM CAP STAMPED WITH P.L.S. NO.  
16128 AND MONUMENTED ON THE SOUTH WITH A FOUND AXLE WITH NO MARKS, TO BEAR  
N. 01°25'55" E. AND ALL BEARINGS BEING RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 8;  
THENCE S. 88°02'18" W. ALONG SOUTH LINE OF THE NORTHEAST ONE-  
QUARTER OF SAID SECTION 8 AND THE NORTH BOUNDARY LINE OF WALKING  
STICK VISTA, FILING NO. 1 ACCORDING TO THE RECORDED PLAT THEREOF  
FILED FOR RECORD ON APRIL 15, 2008 AT RECEPTION NO. 1765211 IN THE  
RECORDS OF PUEBLO COUNTY RECORDER, A DISTANCE OF 2,657.70 FEET TO  
THE CENTER CORNER OF SAID SECTION 8; THENCE S. 88°03'11" W. ALONG  
SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 AND THE  
NORTH BOUNDARY LINE OF SAID WALKING STICK VISTA, FILING NO. 1, A  
DISTANCE OF 312.02 FEET TO THE POINT OF BEGINNING; THENCE S. 88°03'11" W.  
CONTINUING ALONG SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID  
SECTION 8 AND THE NORTH BOUNDARY LINE OF SAID WALKING STICK VISTA, FILING  
NO. 1, A DISTANCE OF 1,236.13 FEET; THENCE N. 02°25'18" W., A DISTANCE OF 341.00  
FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 640.00  
FEET, A DISTANCE OF 515.14 FEET; THENCE N. 48°32'22" W., A DISTANCE OF 864.96  
FEET; THENCE N. 41°27'38" E., A DISTANCE OF 200.40 FEET; THENCE ALONG THE ARC  
OF A CURVE TO THE RIGHT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 288.29  
FEET; THENCE N. 88°39'15" E., A DISTANCE OF 577.46 FEET; THENCE ALONG THE ARC  
OF A CURVE TO THE RIGHT WHOSE RADIUS IS 250.00 FEET, A DISTANCE OF 192.32  
FEET; THENCE S. 47°16'06" E., A DISTANCE OF 216.88 FEET; THENCE N. 43°52'47" E., A  
DISTANCE OF 209.39 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT  
WHOSE RADIUS IS 900.00 FEET, A DISTANCE OF 376.25 FEET; THENCE N. 67°49'57" E., A  
DISTANCE OF 159.81 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT

WHOSE RADIUS IS 950.00 FEET AND WHOSE CENTER BEARS S. 69°39'30" W., A DISTANCE OF 304.98 FEET; THENCE S. 01°56'54" E., A DISTANCE OF 1,299.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 150.00 FEET AND WHOSE CENTER BEARS S. 22°13'54" E., A DISTANCE OF 182.51 FEET; TO THE POINT OF BEGINNING.

CONTAINING 56.58 ACRES, MORE OR LESS.

**Phase 2-B**

**NORTH VISTA HIGHLANDS,  
DEVELOPMENT AREA 1, PHASE 2B WITHOUT CARBREY LOTS  
LAND DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE FOLLOWING LOTS AND BLOCKS IN THE FOUNTAIN LAKE SUBDIVISION ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD ON DECEMBER 12, 1888 IN PUEBLO COUNTY RECORDS

A PORTION OF LOTS 1 THRU 7, ALL OF LOTS 8 THRU 15, A PORTION OF LOTS 16 THRU 21, BOTH INCLUSIVE OF BLOCK 41;  
ALL OF LOTS 1 THRU 8, A PORTION OF LOTS 9 THRU 14, ALL OF LOTS 15 THRU 20, A PORTION OF LOTS 21 THRU 27, ALL OF LOT 28, BOTH INCLUSIVE OF BLOCK 42;  
A PORTION OF LOTS 1 THRU 14, BOTH INCLUSIVE OF BLOCK 43;  
A PORTION OF LOTS 1 THRU 5, ALL OF LOTS 6 THRU 15, A PORTION OF LOTS 16 THRU 22, BOTH INCLUSIVE OF BLOCK 44;  
ALL OF LOTS 1 THRU 10, A PORTION OF LOTS 11, 18, AND 19, ALL OF LOTS 20 THRU 28, BOTH INCLUSIVE OF BLOCK 45;  
ALL OF BLOCK 49;  
ALL OF BLOCK 50;  
ALL OF BLOCK 51;  
ALL OF BLOCK 52;  
ALL OF BLOCK 53;  
A PORTION OF LOTS 6 THRU 8, ALL OF LOTS 9 THRU 22, A PORTION OF LOTS 23 THRU 30, BOTH INCLUSIVE OF BLOCK 54;  
ALL OF LOTS 8 THRU 13, AND ALL OF LOTS 18 THRU 22, BOTH INCLUSIVE OF BLOCK 55;  
ALL OF BLOCK 56;  
ALL OF BLOCK 57;  
ALL OF BLOCK 58;  
ALL OF BLOCK 59;  
ALL OF BLOCK 63;  
ALL OF BLOCK 64;  
ALL OF LOTS 18 THRU 27, BOTH INCLUSIVE OF BLOCK 65;



ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8, MONUMENTED ON THE NORTH WITH A 2 ½" ALUMINUM CAP STAMPED WITH P.L.S. NO. 15128 AND MONUMENTED ON THE SOUTH WITH A FOUND AXLE WITH NO MARKS, TO BEAR N. 01°25'55" E. AND ALL BEARINGS BEING RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF THE NE ¼ OF SAID SECTION 8; THENCE S. 88°02'18" W. ALONG SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8 AND THE NORTH BOUNDARY LINE OF WALKING STICK VISTA, FILING NO. 1 ACCORDING TO THE RECORDED PLAT THEREOF FILED FOR RECORD ON APRIL 15, 2008 AT RECEPTION NO. 1765211 IN THE RECORDS OF PUEBLO COUNTY RECORDER, A DISTANCE OF 2,657.70 FEET TO THE CENTER CORNER OF SAID SECTION 8; THENCE S. 88°03'11" W. ALONG SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 AND THE NORTH BOUNDARY LINE OF SAID WALKING STICK VISTA, FILING NO. 1, A DISTANCE OF 312.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 150.00 FEET AND WHOSE CENTER BEARS N. 88°03'15" E., A DISTANCE OF 182.51 FEET; THENCE N. 01°56'54" W., A DISTANCE OF 1,299.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 304.98 FEET TO THE POINT OF BEGINNING; THENCE S. 67°49'57" W., A DISTANCE OF 159.81 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 900.00 FEET, A DISTANCE OF 376.25 FEET; THENCE S. 43°52'47" W., A DISTANCE OF 209.39 FEET; THENCE N. 47°16'06" W., A DISTANCE OF 216.88 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 250.00 FEET, A DISTANCE OF 192.32 FEET; THENCE S. 88°39'15" W., A DISTANCE OF 577.46 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 288.29 FEET; THENCE S. 41°27'38" W., A DISTANCE OF 200.40 FEET; THENCE N. 48°32'22" W., A DISTANCE OF 276.73 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 245.34 FEET; THENCE S. 88°52'33" W., A DISTANCE OF 88.64 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 338.04 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 420.11 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 338.04 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 840.22 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 338.04 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 762.06 FEET; THENCE S. 01°07'27" E., A DISTANCE OF 137.76 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 316.62 FEET; THENCE S. 01°07'27" E., A DISTANCE OF 538.33 FEET; THENCE S. 18°45'12" E., A DISTANCE OF 190.24 FEET; THENCE S. 76°50'47" W., A DISTANCE OF 160.25 FEET; THENCE ALONG AN ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET AND WHOSE CENTER BEARS S. 66°45'05" W., A DISTANCE OF 48.20 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM

BEGINNING AT THE NORTHEAST CORNER OF LOT 21 IN BLOCK 55; THENCE S. 88°52'33" W., A DISTANCE OF 175.86 FEET TO THE NORTHEAST CORNER OF LOT 28 IN BLOCK 56; THENCE N. 01°07'27" W., A DISTANCE OF 215.92 FEET TO THE SOUTHEAST CORNER OF LOT 28 IN BLOCK 64; THENCE N. 88°52'33" E., A DISTANCE OF 175.86 FEET TO THE SOUTHEAST CORNER OF LOT 21 IN

BLOCK 65; THENCE S. 01°07'27" E., A DISTANCE OF 215.92 FEET TO THE POINT  
OF BEGINNING.  
AND

BEGINNING AT THE NORTHEAST CORNER OF LOT 8 IN BLOCK 54; THENCE S.  
88°52'33" W., A DISTANCE OF 116.33 FEET TO THE NORTHEAST CORNER  
OF LOT 13 IN BLOCK 46; THENCE N. 01°07'27" W., A DISTANCE OF 215.92 FEET  
TO THE SOUTHEAST CORNER OF LOT 13 IN BLOCK 55; THENCE N. 88°52'33" E.,  
A DISTANCE OF 116.33 FEET TO THE SOUTHEAST CORNER OF LOT 8 IN  
BLOCK 55; THENCE S. 01°07'27" E., A DISTANCE OF 215.92 FEET TO THE POINT  
OF BEGINNING.

CONTAINING 46.82 ACRES, MORE OR LESS.

**Phase 3**

**NORTH VISTA HIGHLANDS,  
DEVELOPMENT AREA 1, PHASE 3  
LAND DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 7 AND  
THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64  
WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO AND  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE FOLLOWING LOTS AND BLOCKS IN THE FOUNTAIN LAKE SUBDIVISION ACCORDING TO  
THE RECORDED PLAT THEREOF, AS FILED FOR RECORD ON DECEMBER 12, 1888 IN PUEBLO  
COUNTY RECORDS

A PORTION OF LOT 8, ALL OF LOTS 9 THRU 20, AND A PORTION OF LOT 21, BOTH  
INCLUSIVE OF BLOCK 4  
ALL OF BLOCK 5  
ALL OF BLOCK 6  
ALL OF BLOCK 7  
ALL OF BLOCK 8  
ALL OF BLOCK 9  
ALL OF LOTS 1 THRU 3, AND ALL OF LOTS 26 THRU 28 BOTH INCLUSIVE OF BLOCK  
10  
A PORTION OF BLOCK 12  
ALL OF LOTS 15 THRU 28, BOTH INCLUSIVE OF BLOCK 13  
ALL OF BLOCK 14  
ALL OF BLOCK 15  
ALL OF BLOCK 16  
ALL OF BLOCK 17  
A PORTION OF LOTS 10 THRU 12, ALL OF LOTS 13 THRU 18, A PORTION OF LOTS 19  
THRU 20 BOTH INCLUSIVE OF BLOCK 18

A PORTION OF LOTS 3 THRU 9, ALL OF LOTS 10 THRU 25, A PORTION OF LOTS 26 THRU 28, BOTH INCLUSIVE OF BLOCK 26  
ALL OF BLOCK 27  
ALL OF BLOCK 28  
ALL OF BLOCK 33  
A PORTION OF LOTS 1 THRU 7, ALL OF LOTS 8 THRU 27, A PORTION OF LOT 28 BOTH INCLUSIVE OF BLOCK 34  
A PORTION OF LOTS 15 THRU 17, BOTH INCLUSIVE ON BLOCK 35  
A PORTION OF LOT 11, ALL OF LOTS 12 THRU 17, AND A PORTION OF LOT 18 BOTH INCLUSIVE OF BLOCK 45

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8, MONUMENTED ON THE NORTH WITH A 2 1/2" ALUMINUM CAP STAMPED WITH P.L.S. NO. 16128 AND MONUMENTED ON THE SOUTH WITH A FOUND AXLE WITH NO MARKS, TO BEAR N. 01°25'55" E. AND ALL BEARINGS BEING RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 8; THENCE S. 88°02'18" W. ALONG SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8 AND THE NORTH BOUNDARY LINE OF WALKING STICK VISTA, FILING NO. 1 ACCORDING TO THE RECORDED PLAT THEREOF FILED FOR RECORD ON APRIL 15, 2008 AT RECEPTION NO. 1785211 IN THE RECORDS OF PUEBLO COUNTY RECORDER, A DISTANCE OF 2,857.70 FEET TO THE CENTER CORNER OF SAID SECTION 8; THENCE S. 88°03'11" W. ALONG SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 AND THE NORTH BOUNDARY LINE OF SAID WALKING STICK VISTA, FILING NO. 1, A DISTANCE OF 1,548.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S. 88°03'11" W. ALONG SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 AND THE NORTH BOUNDARY LINE OF SAID WALKING STICK VISTA, FILING NO. 1, A DISTANCE OF 1,115.17 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE S. 89°30'31" W. ALONG SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7, A DISTANCE OF 1,315.80 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 529.76 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 571.55 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 137.76 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 420.11 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 676.08 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 439.65 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 338.04 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 88.64 FEET; THENCE S. 01°07'27" E., A DISTANCE OF 245.34 FEET; THENCE S. 48°32'22" E., A DISTANCE OF 941.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 640.00 FEET, A DISTANCE OF 515.14 FEET; THENCE S. 02°25'18" E., A DISTANCE OF 341.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.68 ACRES, MORE OR LESS.

**Phase 4**

**NORTH VISTA HIGHLANDS,  
DEVELOPMENT AREA 1, PHASE 4**

**LAND DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF THE NE ¼ OF SAID SECTION 8

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8, MONUMENTED ON THE NORTH WITH A 2 ½" ALUMINUM CAP STAMPED WITH P.L.S. NO. 16128 AND MONUMENTED ON THE SOUTH WITH A FOUND AXLE WITH NO MARKS, TO BEAR N. 01°25'55" E. AND ALL BEARINGS BEING RELATIVE THERETO.

BEGINNING AT THE SOUTHEAST CORNER OF THE NE ¼ OF SAID SECTION 8; THENCE S. 88°02'18" W. ALONG SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8 AND THE NORTH BOUNDARY LINE OF WALKING STICK VISTA, FILING NO. 1 ACCORDING TO THE RECORDED PLAT THEREOF FILED FOR RECORD ON APRIL 15, 2008 AT RECEPTION NO. 1765211 IN THE RECORDS OF PUEBLO COUNTY RECORDER, A DISTANCE OF 570.42 FEET; THENCE N. 01°33'16" W., A DISTANCE OF 698.64 FEET; THENCE N. 11°39'44" W., A DISTANCE OF 536.26 FEET; THENCE N. 03°07'26" W., A DISTANCE OF 140.23 FEET; THENCE N. 20°29'00" W., A DISTANCE OF 107.24 FEET; THENCE S. 87°11'28" E., A DISTANCE OF 313.09 FEET; THENCE S. 78°19'02" E., A DISTANCE OF 137.38 FEET; THENCE N. 44°03'42" E., A DISTANCE OF 196.76 FEET; THENCE S. 64°11'31" E., A DISTANCE OF 239.77 FEET; TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE S. 01°25'55" W. ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 1,330.76 FEET POINT OF BEGINNING.

CONTAINING 20.04 ACRES, MORE OR LESS.

**Phase 5**

**EXHIBIT A  
NORTH VISTA HIGHLANDS,  
AREA OUTSIDE OF DEVELOPMENT AREA 1  
LAND DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NW ¼ OF THE SW ¼, W ½ OF THE SE ¼ AND THE SW ¼ OF THE NE ¼ OF SECTION 5;

AND

THE NE 1/4 OF THE SE 1/4 OF SECTION 6;

AND

ALL OF THE NW 1/4 OF SECTION 7 LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF OVERTON ROAD AS PRESENTLY LOCATED, EXCEPT THAT PORTION PLATTED AS FOUNTAIN LAKE SUBSTATION RECORDED APRIL 14, 2017 UNDER RECEPTION NO. 2087565;

AND

THE NE 1/4 OF SECTION 8;

AND

ALL OF THAT CERTAIN TRACT OF GROUND KNOWN AS FOUNTAIN LAKE HOTEL AND PARK GROUNDS AND INCLUDED WITHIN A PORTION OF SECTIONS 5, 6, 7 AND 8 BOUNDED ON THE NORTHEAST BY PARK PLACE, ON THE SOUTHEAST BY SANTA FE AVENUE EAST; ON THE SOUTHWEST BY LAKE PLACE AND ON THE NORTHWEST BY SANTA FE AVENUE WEST; AS SHOWN ON THE RECORDED PLAT THEREOF AS FILED FOR RECORD ON DECEMBER 12, 1888;

AND

ALL OF LOTS AND BLOCKS IN SAID FOUNTAIN LAKE SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF BLOCK 5;

LOT 27, BLOCK 8;

ALL OF BLOCKS 11 AND 15

LOTS 1 TO 17 BOTH INCLUSIVE, LOTS 22 TO 29 BOTH INCLUSIVE AND LOTS 31 TO 34 BOTH INCLUSIVE, BLOCK 22;

ALL OF BLOCKS 23, 28 AND 30;

LOTS 1 TO 14 BOTH INCLUSIVE, BLOCK 38;

ALL OF BLOCKS 39, 40, 41, 43, 49, 53, 54, 56, 57 AND 60;

LOTS 4 TO 12 BOTH INCLUSIVE, LOTS 16, 18, 20, 22, 23 AND 24, BLOCK 63;

ALL OF BLOCKS 64, 65, 66 AND 67;

LOTS 1 TO 4 BOTH INCLUSIVE, LOTS 9, 10, AND LOTS 22 TO 28 BOTH INCLUSIVE, BLOCK 68;

ALL OF BLOCKS 72, 73, 74, 75, 76, 77, 78, 78 1/2, 80, 80 1/2, 90 AND 91;

LOTS 11 TO 21 BOTH INCLUSIVE AND FRACTION ON END IN BLOCK 92;

ALL OF BLOCKS 95, 96, 97, 100, 103, 106 AND 108;

LOTS 4 TO 14 BOTH INCLUSIVE, LOTS 17 TO 24 BOTH INCLUSIVE, BLOCK 110;

LOTS 1 TO 14 BOTH INCLUSIVE, LOT 21, BLOCK 111;  
ALL OF BLOCKS 113, 114, 115 AND 117;  
LOTS 11 TO 28 BOTH INCLUSIVE, BLOCK 118;  
ALL OF BLOCKS 119, 120, 121, 122, 123, 124, 125 AND 126;  
ALL OF BLOCKS 128, 130, 132, 133, 134, 135, 136, 137 AND 138;  
LOTS 1 TO 4 BOTH INCLUSIVE AND LOTS 28 TO 31 BOTH INCLUSIVE, BLOCK  
139;  
ALL OF BLOCK 140;  
ALL OF BLOCKS 142 TO 177;  
ALL OF BLOCK 182;  
LOTS 23 TO 32 BOTH INCLUSIVE, BLOCK 183;  
ALL OF BLOCKS 184, 186 AND 188;  
ALL OF BLOCKS 190 THROUGH 201.

LOTS 1, 2, 3 AND 9 THROUGH 23, BOTH INCLUSIVE, BLOCK 1;  
ALL OF BLOCKS 2, 3, 4, 6 AND 7;  
LOTS 1 TO 26 BOTH INCLUSIVE AND LOT 28, BLOCK 8;  
ALL OF BLOCKS 9, 10, 12, 13, 14, 16, 17, 18, 19, 20 AND 21;  
LOTS 18 TO 21 BOTH INCLUSIVE AND LOT 30, BLOCK 22;  
ALL OF BLOCKS 24, 25, 26, 27, 29, 31, 32, 33, 34, 35, 36 AND 37;  
LOTS 15 TO 28 BOTH INCLUSIVE, BLOCK 38;  
ALL OF BLOCKS 42, 44, 45, 46, 47, 48, 50, 51, 52;  
LOTS 1 TO 13 BOTH INCLUSIVE AND LOTS 18 TO 22 BOTH INCLUSIVE AND LOTS  
28 TO 34 BOTH INCLUSIVE, BLOCK 55;  
ALL OF BLOCKS 58, 59, 61 AND 62;  
LOTS 1 TO 3 BOTH INCLUSIVE AND LOTS 13, 14, 15, 17, 19, 21 AND LOTS 25 TO  
28 BOTH INCLUSIVE, BLOCK 63;  
LOTS 5 TO 8 BOTH INCLUSIVE AND LOTS 11 TO 21 BOTH INCLUSIVE, BLOCK 68;  
ALL OF BLOCKS 69, 70, 71, 79, 81, 82, 83, 84, 85;  
LOTS 29 TO 32 BOTH INCLUSIVE, BLOCK 86;  
ALL OF BLOCKS 87, 88, 89;  
LOTS 1 TO 10 BOTH INCLUSIVE, BLOCK 92;  
ALL OF BLOCKS 93, 94, 98, 99, 101, 102, 104, 105, 107, 109;  
LOTS 1 TO 3 BOTH INCLUSIVE AND LOTS 25 TO 28 BOTH INCLUSIVE, BLOCK  
110;  
LOTS 15 TO 18 BOTH INCLUSIVE, LOTS 19, 20 AND LOTS 22 TO 28 BOTH  
INCLUSIVE, BLOCK 111;  
ALL OF BLOCKS 112 AND 116;  
LOTS 1 TO 10 BOTH INCLUSIVE, BLOCK 118;  
ALL OF BLOCKS 127, 129 AND 131;  
LOTS 5 TO 27 BOTH INCLUSIVE, AND LOTS 32 TO 34 BOTH INCLUSIVE, BLOCK  
139;  
ALL OF BLOCKS 141, 178, 179, 180;  
LOTS 1 TO 22 BOTH INCLUSIVE, BLOCK 183;  
ALL OF BLOCKS 187 AND 189;

LOTS 14 THRU 17 AND LOTS 23 THRU 27, BOTH INCLUSIVE, BLOCK 55

EXCEPTING THEREFROM

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 7 AND THE NORTH ONE-HALF OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 8 AND ALL OF THE FOLLOWING LOTS AND BLOCKS IN THE FOUNTAIN LAKE SUBDIVISION ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD ON DECEMBER 12, 1888 IN PUEBLO COUNTY RECORDS

ALL OF BLOCKS 1 THRU 9, BOTH INCLUSIVE;  
LOTS 1 THRU 3 AND LOTS 26 THRU 28, BOTH INCLUSIVE, BLOCK 10;  
LOTS 26 THRU 28, BOTH INCLUSIVE, BLOCK 12;  
LOTS 15 THRU 28, BOTH INCLUSIVE, BLOCK 13;  
ALL OF BLOCKS 14 THRU 28, BOTH INCLUSIVE;  
ALL OF BLOCKS 33 THRU 45, BOTH INCLUSIVE;  
ALL OF BLOCKS 49 THRU 59, BOTH INCLUSIVE;  
ALL OF BLOCKS 63 THRU 64, BOTH INCLUSIVE;  
LOTS 18 THRU 27, BOTH INCLUSIVE, BLOCK 65

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 8, MONUMENTED ON THE NORTH WITH A 2 1/2" ALUMINUM CAP STAMPED WITH P.L.S. NO. 16128 AND MONUMENTED ON THE SOUTH WITH A FOUND AXLE WITH NO MARKS, TO BEAR N. 01°25'55" E. AND ALL BEARINGS BEING RELATIVE THERETO.

BEGINNING AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 8;  
THENCE S. 88°02'18" W. ALONG SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8 AND THE NORTH BOUNDARY LINE OF WALKING STICK VISTA, FILING NO. 1 ACCORDING TO THE RECORDED PLAT THEREOF FILED FOR RECORD ON APRIL 15, 2008 AT RECEPTION NO. 1765211 IN THE RECORDS OF PUEBLO COUNTY RECORDER, A DISTANCE OF 2,657.70 FEET TO THE CENTER CORNER OF SAID SECTION 8; THENCE S. 88°03'11" W. ALONG SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8 AND THE NORTH BOUNDARY LINE OF SAID WALKING STICK VISTA, FILING NO. 1, A DISTANCE OF 2,660.32 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 7 AND THE NORTHWEST CORNER OF SAID WALKING STICK VISTA, FILING NO. 1; THENCE S. 89°30'31" W. ALONG SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7, A DISTANCE OF 1,315.80 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 529.76 FEET; THENCE N. 88°52'33" E., A DISTANCE

OF 571.55 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 137.76 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 420.11 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 676.08 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 439.65 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 676.08 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 420.11 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 338.04 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 840.22 FEET; THENCE N. 01°07'27" W., A DISTANCE OF 338.04 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 762.06 FEET; THENCE S. 01°07'27" E., A DISTANCE OF 137.76 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 316.62 FEET; THENCE S. 01°07'27" E., A DISTANCE OF 200.28 FEET; THENCE N. 88°52'33" E., A DISTANCE OF 828.87 FEET; THENCE S. 46°47'43" E., A DISTANCE OF 143.71 FEET; THENCE S. 06°20'38" E., A DISTANCE OF 189.00 FEET; THENCE S. 38°18'22" E., A DISTANCE OF 31.59 FEET; THENCE N. 41°04'03" E., A DISTANCE OF 183.83 FEET; THENCE S. 44°42'07" E., A DISTANCE OF 192.63 FEET; THENCE N. 48°45'34" E., A DISTANCE OF 140.33 FEET; THENCE S. 47°19'33" E., A DISTANCE OF 60.18 FEET; THENCE S. 80°14'09" E., A DISTANCE OF 353.32 FEET; THENCE S. 21°48'49" E., A DISTANCE OF 156.29 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 565.00 FEET AND WHOSE CENTER BEARS S. 15°35'48" W., A DISTANCE OF 535.12 FEET; THENCE S. 67°11'28" E., A DISTANCE OF 313.09 FEET; THENCE S. 78°19'02" E., A DISTANCE OF 137.36 FEET; THENCE N. 44°03'42" E., A DISTANCE OF 196.76 FEET; THENCE S. 64°11'31" E., A DISTANCE OF 239.77 FEET TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE S. 01°25'55" W. ALONG THE SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, A DISTANCE OF 1,330.76 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHEAST ONE-QUARTER OF SECTION 8 AND THE POINT OF BEGINNING

Containing 775.94 acres, more or less



**Parcel B:**

**THE NW1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO LYING WESTERLY OF COUNTY ROAD (OVERTON ROAD) EXCEPT PORTION CONVEYED TO CITY OF PUEBLO IN DEED RECORDED JULY 8, 1952 IN BOOK 1187 AT PAGE 292 AND EXCEPT PORTION CONVEYED TO ROBERT C. AND BARBARA BARR IN DEED RECORDED SEPTEMBER 20, 2016 UNDER RECEPTION NO. 2048608 AND EXCEPT THAT PORTION CONVEYED TO WILLIAM G. AND TERRI LORENZ IN DEED RECORDED SEPTEMBER 20, 2016 UNDER RECEPTION NO. 2048609.**

EXHIBIT "B"

Owner Consent to Terminate / Dissolve

The undersigned, NVH Phase 2A, LLC, hereby consents to the above Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Vista Highlands and Termination Agreement.

IN WITNESS WHEREOF, the undersigned sets its hand this 9th, day of July, 2021.

OWNER: NVH Phase 2A, LLC

By: Daniel Dinwiddie  
Its: Daniel Dinwiddie

STATE OF COLORADO )  
COUNTY OF El Paso ) ss.

The foregoing Declaration was acknowledged before me by Daniel Dinwiddie as Owner, on this 17th day of July, 2021.

Marianne Paine  
Notary Public

My commission expires: 5-13-2023

MARIANNE SUSAN PAINE  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20194018238  
MY COMMISSION EXPIRES MAY 13, 2023

EXHIBIT "B"

Owner Consent to Terminate / Dissolve

The undersigned, NVH Phase 3, LLC, hereby consents to the above Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Vista Highlands and Termination Agreement.

IN WITNESS WHEREOF, the undersigned sets its hand this 9th, day of July, 2021.

OWNER: NVH Phase 3, LLC

By: Daniel Dinwiddie  
Its: Dinwiddie

STATE OF COLORADO )  
COUNTY OF El Paso ) ss.

The foregoing Declaration was acknowledged before me by Daniel Dinwiddie as Owner, on this 12<sup>th</sup> day of July, 2021.

Marianne Paine  
Notary Public

My commission expires: 5-15-2023

MARIANNE SUSAN PAINE  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20194018238  
MY COMMISSION EXPIRES MAY 13, 2023

EXHIBIT "B"

Owner Consent to Terminate / Dissolve

The undersigned, NVH Phase 4, LLC, hereby consents to the above Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Vista Highlands and Termination Agreement.

IN WITNESS WHEREOF, the undersigned sets its hand this 9th, day of July, 2021.

OWNER: NVH Phase 4, LLC

By: DAVID D. DOWDIE  
Its: [Signature]

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF El Paso )

The foregoing Declaration was acknowledged before me by David D. Dowdie as Owner, on this 12 day of July, 2021.

[Signature]  
Notary Public

My commission expires: 5-13-2023

MARIANNE SUSAN PAINE  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20194018238  
MY COMMISSION EXPIRES MAY 13, 2023

EXHIBIT "B"

Owner Consent to Terminate / Dissolve

The undersigned, J. GARY BURKE, hereby consents to the above Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Vista Highlands and Termination Agreement.

IN WITNESS WHEREOF, the undersigned sets its hand this 9, day of JULY, 2021.

OWNER: RUEBLO SPRING DEVELOPMENT, LLC  
By: [Signature]  
Its: MEMBER

STATE OF COLORADO        )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Declaration was acknowledged before me by \_\_\_\_\_, as Owner, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: See attached acknowledgment

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

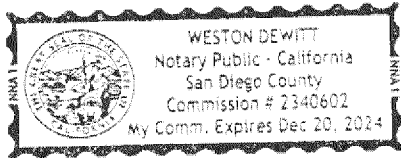
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of SAN DIEGO )  
On 9<sup>th</sup> of July 2021 before me, Weston Dewitt a Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared John Garry Burke  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Consent to terminate Assisive Document Date: 7/9/21  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

EXHIBIT "B"

Owner Consent to Terminate / Dissolve

The undersigned, David Resnick, hereby consents to the above Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Vista Highlands and Termination Agreement.

IN WITNESS WHEREOF, the undersigned sets its hand this 9<sup>th</sup>, day of July, 2021.

OWNER: Pueblo Heights LLC  
By: [Signature]  
Its: Manager

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF Denver )

The foregoing Declaration was acknowledged before me by David Resnick, as Owner, on this 9<sup>th</sup> day of July, 2021.

Gwyn A. Alexander  
Notary Public

My commission expires: 5/1/22

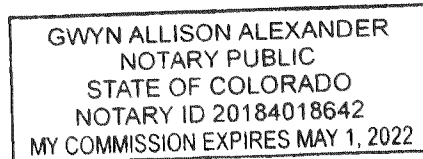


EXHIBIT "B"

Owner Consent to Terminate / Dissolve

The undersigned, David Resnick, hereby consents to the above Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Vista Highlands and Termination Agreement.

IN WITNESS WHEREOF, the undersigned sets its hand this 9<sup>th</sup>, day of July, 2021.

OWNER: North Vista Pueblo Land Investment LLC

By: [Signature]  
Its: manager

STATE OF COLORADO )  
                                          ) ss.  
COUNTY OF Denver )

The foregoing Declaration was acknowledged before me by David Resnick, as Owner, on this 9<sup>th</sup> day of July, 2021.

Gwyn A. Alexander  
Notary Public

My commission expires: 5/1/22

GWYN ALLISON ALEXANDER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184018642  
MY COMMISSION EXPIRES MAY 1, 2022



EXHIBIT "C"

CONSENT OF JEVIN INVESTMENTS, INC.

The undersigned, Jevin Investments, Inc., hereby consents to the above Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Vista Highlands and Termination Agreement.

IN WITNESS WHEREOF, the undersigned sets its hand this 9<sup>th</sup>, day of July, 2021.

JEVIN INVESTMENTS, INC., a Colorado corporation

By: DD RD  
Its: President

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF Denver     )

The foregoing Declaration was acknowledged before me by David Resnick, as President of Jevin Investments, Inc., on this 9<sup>th</sup> day of July, 2021.

Evan A. Alexander  
Notary Public

My commission expires: 5/1/2022