

Reception No. 84056072
06/18/84 10:25
Recorded in
County of Jefferson
State of Colorado

DECLARATION OF COVENANTS, CONDITONS
AND RESTRICTIONS OF RIVA CHASE (A/K/A FOREST HILLS SUBDIVISION)
JEFFERSON COUNTY, COLORADO

THIS DECLARATION of Covenants, Conditions and Restrictions, is made this 11th day of June, 1984, by RIVA CHASE VENTURE, and FOREST HILLS LAND CO., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the record owner of certain real property located in the County of Jefferson, State of Colorado, which said property is more particularly described as follows:

A part of the W-1/2 of Section 17, and the E-1/2 of the SE-1/4 of Section 18, T. 4 S., R. 70 W. of the 6th P.M., presently more particularly described as Forest Hills and Forest Hills Amendment No. 1, and to be described as Riva Chase Subdivision in the revised plat, County of Jefferson, State of Colorado.

WHEREAS, Declarant desires to maintain said property as a residential district of the highest standard in which each owner of a lot (as hereinafter defined) of said property shall enjoy maximum liveability and freedom with respect to the use of said lot, subject only to due regard for the equal rights of the owners of lots of said property;

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, its successors and assigns, and for itself and its grantees, does hereby impose on the Property the following reservations, conditions, stipulations and protective covenants, all of which shall be deemed to run with the land and inure to the benefit of and be binding upon the Owner at any time of any lot of said property and such owner's heirs, legal representatives, successors and/or assigns.

DEFINITION. As used in this Declaration, the term "lot" shall mean and refer to any platted lot zoned for single family residential use shown upon the recorded plats of Riva Chase and any subsequent plat filings which, from time to time, may be duly recorded in the property, exclusive of the common areas.

The following conditions, stipulations and protective covenants are hereby imposed upon all lots of said property:

1. Zoning ordinances, rules and regulations of the County of Jefferson, Colorado are considered to be a part hereof, and to any extent that these covenants might establish minimum requirements which conflict with the minimum requirements established by said zoning ordinances, rule and regulations, the most restrictive shall apply.
2. All lots except the commercial/recreational lot shall be used for residential purposes only and no building shall be erected or placed on any lot other than a private single-family dwelling, or multi-family residential dwelling. No lot shall be re-subdivided (this does not apply to the pending Riva Chase plat) but lot lines and lot sizes may be modified provided the density is not increased.
3. No trade, business or activity, or home occupation as defined in the zoning ordinances of the County of Jefferson, shall be conducted, carried on or practiced on any lot or in a residence or dwelling constructed thereon. The owner of said lot shall not suffer, or permit any residence or dwelling erected thereon to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the residential value of said lot or other lots of the property.

4. No cows, pigs, horses, chickens, poultry, rabbits or other livestock shall be raised, grown, bred, maintained or cared for upon any lot, provided, however, that nothing herein contained shall be construed to prevent any owner of any lot from maintaining, keeping, and caring for domestic household pets not for commercial purposes. No more than two (2) dogs, and no more than two (2) cats shall be kept or maintained as pets on any lot.
5. No building, fence, wall or other structure shall be commenced, erected or maintained on the single family lots until the plans and specifications showing the nature, kind and shape, height, materials, floor plans, exterior color scheme and location of such structure and the grading plan and finished grade elevation of the lot to be built upon shall have been submitted to and approved by the Architectural Control Committee hereinafter described and a copy thereof as finally approved lodged permanently with said Committee. The person or persons submitting such plans or specification for approval shall also submit to the Architectural Control Committee, at the time the plans and specification are submitted, (i) a model of the proposed improvements to the lot, which model shall be built to scale and shall set forth all proposed improvements or structures to be constructed on the lot and all landscaping and grading to be done to the lot (including finished grade elevation of the lot) and (ii) an engineer's report setting forth the engineer's best estimate of the appropriate diameter of the water service line to be installed to adequately service the proposed house (such estimate shall take into consideration the maximum water usage, in gallons per minute, of all water consuming devices to be installed in connection with the proposed improvements or structures to be constructed on the lot, the service elevation of the lot, the length of the proposed service line for the lot from the water main to the site of the proposed service line for the lot from the water main to the site of the proposed improvements, and whether irrigation of outside and landscaped areas is planned by the owner of the lot.) No landscaping on any lot shall be done until a landscaping plan shall have been submitted to and approved by such Committee. Such Committee shall have the right to refuse or to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in the Committee's opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading and landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the lot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and topography of the land and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring lots. Such Committee shall also have the right to refuse or to approve the size of the water service line as proposed in the engineer's report required to be submitted to the Committee. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme and all subsequent additions to or changes or alteration in any grading or landscaping plans shall be subject to the prior approval of the Architectural Control Committee.
All down spouts from gutters if any, must have an extension or a splash block at the bottom, carried out from the wall of the residence at least three (3) feet to provide positive drainage away from the building, said extensions or splash blocks are to be installed simultaneously with the down spouts.
(The above 'Section 5' is the amended paragraph enacted by the First Amendment to the Declaration effective June 12, 1987.)
6. At any time that plans and specifications, grading plans and location have been approved, then the construction of the same shall be carried out forthwith and completion effected within twelve (12) months from the date construction is commenced, provided, however, that the time limit on completion of construction may be extended by the Architectural Control Committee if unusual circumstances or delay beyond the control of the owner occur.
7. No building shall be permitted on a single family lot within the Riva Chase Subdivision (as such subdivision is designated on the recorded plat of the Property) having a useable square footage area (exclusive of garage, basement, and other subsurface areas) of less than 2,000 square feet for the main floor and 3,500 square feet total. No building shall be

permitted on any single family lot located within the Village Estates at Riva Chase Subdivision having a useable square footage area (exclusive of garage, basement, and other subsurface areas) of less than 1,600 square feet for the main floor and 2,350 square feet total. It is the intent of this Paragraph 7 to assure that all dwellings shall not be less than the minimum size stated above and shall be constructed in a manner utilizing a superior quality of workmanship and materials.

(The above 'Section 7' is the amended paragraph enacted by the Third Amendment to the Declaration effective December 13, 1991.)

8. Garage doors shall be kept in a closed position so that the contents in the garage are concealed from view from any other lots, and from the street.
9. The height of each building or structure shall be approved by the Architectural Control Committee, but in no event shall exceed 35 feet in height.
10. No well of any kind or for any purpose shall be commenced or drilled until the proposal of the well and specifications shall have been submitted to and approved by the Forest Hills Metropolitan District.
11. No radio, short wave, television or other type of antenna, nor roof-top air conditioner or heating or cooling or solar systems shall be installed unless approved by the Architectural Control Committee.
12. Trash containers must be concealed from view by an enclosure. Said enclosure must be approved by the Architectural Control Committee.
13. No tanks, which extend above the ground, shall be erected, placed or permitted upon any lot without approval of the Architectural Control Committee.
14. All clotheslines, equipment, garbage cans, service yards, wood piles or storage piles shall be kept screened by adequate planting or fencing as to conceal them from the view of neighboring residences and streets. All rubbish, trash or garbage shall be regularly removed from the lot, and shall not be allowed to accumulate thereon.
15. No temporary house, trailer, tent or other outbuilding shall be placed or erected on any lot and no dwelling shall be occupied in any manner at any time prior to completion.
16. The construction or maintenance on any Lot of single – or two sided billboards, “for rent” or “for sale” signs, poster boards or advertising structures of any kind, except those belonging to Declarant or its duly authorized agents, is prohibited without the permission of the Architectural Control Committee.
(The above 'Section 16' is the amended paragraph enacted by the Third Amendment to the Declaration effective December 13, 1991.)
17. No campers, mobile homes, trailers or other similar recreational equipment and no tractors, horse trailers, commercial equipment or vehicles shall be kept or maintained on any lot or on any street on the property unless specifically approved in writing by the Architectural Control Committee. In the event such approval is granted, such approval shall be conditioned so as to forbid the parking of any such vehicles or equipment described herein in the open, and such approval shall require that the garage or extension of the garage or any fencing be designed for such vehicles or equipment in a manner to adequately conceal such vehicles or equipment from public view.
18. Declarant shall have the right to allow construction trailers and sales offices to be maintained within the property for the purpose of constructing improvements and selling lots or homes.
19. A plan for the landscaping of each lot to be installed and maintained by the owner of such lot must be submitted to and approved by the Architectural Control Committee simultaneously with the building plans to the installation of said landscaping. Said landscaping must be completely installed within 12 months from the date of issuance of the building permit for the residential structure on any lot. All landscaping must also be approved by the Forest Hills Metropolitan District for compliance with their rules and regulations.
20. All improvements upon a lot shall, at all times, be maintained in good condition and repair.
No exterior fires shall be permitted except for barbeque fires contained within receptacles designated for that use. No coal or other type of fuel which gives off smoke, excepting

wood and charcoal, shall be used for heating, cooking or any other purpose within a lot unless approved by the Architectural Control Committee.

A lot and all improvements thereon shall be maintained at all times by the owner in good condition and repair. The owner shall cause all dwellings and other improvements to be refinished, resurfaced or repaired periodically as effects of damage, deterioration or weather become apparent. Appearance, color, type of painting or stain or other exterior condition shall not be changed without prior approval of the Architectural Control Committee. All appropriate repairs and replacements shall be made as often as necessary. Unsightly conditions shall constitute a nuisance.

21. Any owner of a lot shall automatically become a member of the Riva Chase Homeowners' Association (hereinafter referred to as "Association") and shall be subject to and bound by all rules, regulations, fees, dues and assessments by said Association. Failure by any owner to pay such fees, dues or assessments shall result in the same becoming a lien upon the owner's lot and any improvements thereon and the Association shall take the necessary legal action to collect such fees, dues, assessments or liens.
22. The right to amend, alter, revoke or modify paragraphs 3 through 22 inclusive is hereby expressly granted to the Architectural Control Committee for a period commencing from the date of signing of these Covenants and ending December 31, 1997.
23. All of these conditions, stipulations and protective covenants shall bind all grantees, their heirs, legal representatives, successors or assigns and all persons claiming under them until December 31, 1997, at which time said covenants shall automatically be extended for successive periods of ten (10) years. Provided, however, at any time after December 31, 1997, and after such time as at least 50 percent of the lots have been occupied by single-family dwellings, the owners of said lots may change, alter, expunge or amend paragraphs 3 through 22, inclusive, hereof, by recording an instrument indicating any such change, alteration, expungement or amendment signed by at least 67% of such owners.
(The 67% was changed from 80% in the original Covenants by CRS 38-33.3-117(1.5).)
24. The Architectural Control Committee, or the owner of any lot, may lawfully prosecute any proceedings in law or in equity against such person or persons who may violate any covenant contained herein, and may restrain such violation by perpetual injunction and may recover such damages as may ensue because of such violation including costs of suit and attorney's fees.
25. Invalidity of any one or any part of any one of these conditions, stipulations and protective covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARCHITECTURAL CONTROL COMMITTEE

(In retyping, the section dealing with original members of the ACC prior to January 1, 1992 was removed.)

After January 1, 1992, members of the Architectural Control Committee shall be appointed from time to time and serve for such term as shall be determined by the Board of Directors of the Riva Chase Homeowners' Association.

The Committee shall charge a fee not exceeding \$200 for the review of each complete set of house plans and specifications submitted to it. With each set of plans and specifications a perspective drawing shall also be submitted. A fee of \$20.00 for any other plans submitted to it shall be charged. Such charges shall be paid by the person or persons submitting such plans or specifications for approval at the time of such submission. A quorum at any meeting of the Architectural Control Committee shall consist of any two (2) members thereof and any decisions shall be reached by the affirmative vote of a majority of such members. When all of the lots within the Property shall have been sold by Declarant then the owners of a majority of the Lots shall have the power, through a duly recorded instrument, to change the membership of the Architectural Control Committee.

(The \$200 was changed from \$100 in the original Covenants by the First Amendment effective June 12, 1987.)

The Architectural Control Committee's approval or disapproval, as authorized by any provision of this Declaration, shall be in writing. In the event the Committee fails to approve or disapprove within fifty (50) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and there will be deemed to have been full compliance with the related Covenant. The Committee or its duly authorized representative shall not be liable, in any manner, for any such action or failure of action taken in these premises.

The above "Declaration of Covenants, Conditions and Restrictions of Riva Chase" were executed on June 11, 1984 and recorded on June 18, 1984 in Jefferson County, Colorado.

Reception No. 84056073
06/18/84 10:25
Recorded in
County of Jefferson
State of Colorado

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF RIVA CHASE
JEFFERSON COUNTY, COLORADO

THIS SUPPLEMENTARY Declaration of Covenants, Conditions and Restrictions is made as of this 11th day of June, 1984, by RIVA CHASE VENTURE, and FOREST HILLS LAND CO., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the record owner of certain real property located in the County of Jefferson, State of Colorado, which said property is more particularly described as follows:

A part of the W-1/2 of Section 17, and the E-1/2 of the SE-1/4 of Section 18, T. 4 S., R. 70 W. of the 6th P.M., more particularly described as Forest Hills and Forest Hills Amendment No. 1, and to be described as Riva Chase Subdivision in the revised plat, County of Jefferson, State of Colorado.

WHEREAS, Declarant has heretofore or will contemporaneously herewith record a Declaration of Protective Covenants, Conditions and Restrictions with reference to the property, which said Declaration of Protective Covenants is dated the 11th day of June, 1984, sometimes referred to as the "Master Declaration":

WHEREAS, Declarant desires to create on the property above-described a residential community with permanent common properties and facilities for the benefit of said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all residents thereof;

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and the common areas and facilities within the property, to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the property, and to provide for the maintenance of said common areas and common facilities;

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Colorado, as a non-profit corporation, Riva Chase Homeowners' Association, for the purpose of exercising the aforesaid functions, as hereinafter described;

NOW, THEREFORE, Declarant declares that the property above-described is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and rights (sometimes referred to as "Covenants and Restrictions"), established by the Master Declaration and this Supplementary Declaration, all of which shall run with the land and be binding on all parties having any right, title or interest in the property above-described or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Supplementary Declaration or any future supplementary declaration (Unless the context shall prohibit or there shall be a specific statement to the contrary), shall have the following meanings:

Section 1. "Architectural Control Committee", at times herein referred to as the Committee, shall mean and refer to the Committee as established by the Master Declaration of Covenants, Conditions and Restrictions.

Section 2. "Association" shall mean and refer to Riva Chase Homeowners' Association, a not-for-profit corporation, its successors and assigns.

Section 3. "Common Areas" shall mean and refer to all land, improvements and other properties, except individual lots, which heretofore or hereafter are owned, operated, and maintained by the Association and intended to be devoted to the common use and enjoyment of the multi-family unit owners as shown on the plats of Riva Chase.

Section 4. "Declarant" shall mean and refer to Riva Chase Venture, and Forest Hills Land Co., its successors and assigns if such successors or assigns shall acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 5. "Improvement" shall mean and refer to all structures and appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, garages, carports, driveways, fences, stairs, decks and landscaping construction upon a given lot.

Section 6. "Lot" shall mean and refer to any platted lot zoned for single-family residential use shown upon the recorded plats of Riva Chase and any subsequent plat filings, which may be duly recorded in the property, exclusive of the common areas.

Section 7. "Member" shall mean and refer to every person or entity who is a member of the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Property but, notwithstanding any applicable theory relating to mortgages, deeds of trust or other liens or encumbrances upon any such property, "Owner" shall not include or refer to a mortgagee, beneficiary of a deed of trust, lien holders, or any other entity holding an interest in the lot merely as security for the performance of an obligation unless and until such party has acquired title pursuant to foreclosure or any applicable procedure in lieu of foreclosure.

Section 9. "The Property" shall mean and refer to that property which is and shall be held, transferred, conveyed, leased and occupied subject to the Master Declaration and this Supplementary Declaration, which is described more particularly above.

ARTICLE II

MEMBERSHIP AND VOTING

RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is the record owner of a fee or undivided interest in any single family or multi-family Lot shall be and is automatically a Member of the Association. Membership shall be appurtenant to and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said Lot shall operate automatically to transfer said membership to the new Owner thereof.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all those members as defined in Section 1 of this Article with the exception of Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Declarant shall be the sole Class B member and shall be entitled to two (2) votes for each lot owned. The Class B membership shall cease and become converted to Class A membership upon the happening of any of the following events, whichever first occurs:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or;
- (b) On the 1st day of January, 1997; or

- (c) At such time as Declarant voluntarily relinquishes its Class B membership rights.

(Item '2b' above: 'January 1997' was changed from the original 'January 1992' by the Third Amendment dated December 10, 1991.)

Class C. Class C members shall be all those members, with the exception of Class A and Class B members, who own fee title to any lots within the Property at the time of the filing of this Supplementary Declaration. Class C members shall be entitled to ten (10) votes for each lot owned. The Class C membership shall cease and become converted to Class A membership collectively as it pertains to any particular member, upon the happening of any of the following events, whichever first occurs:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On the 1st day of January 1992; or
- (c) At such time as Declarant voluntarily relinquishes its Class B membership right; or
- (d) A Class C member shall transfer the ownership of the lot.

ARTICLE III

PROPERTY RIGHTS IN

THE COMMON AREAS

Section 1. Members' Easements and Rights of Enjoyment. Subject to the provisions hereinafter set forth in Section of this Article, every Member of the Association shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Areas, if any. Declarant may retain the legal title to any portion or all of the Common Areas to be conveyed to the Association, if any, until such time as it has completed improvements thereon and until such time as, in the opinion of Declarant, the Association is able to maintain the same, but, notwithstanding the foregoing, Declarant hereby covenants that it shall convey the title to said Common Areas, if any, unencumbered, except for any easements granted for public utilities or for other public purposes consistent with the intended use of such Common Areas, to the Association not later, than the 1st day of January, 1997.

(Section 2. above: 'January 1997' was changed from the original 'January 1992' by the Third Amendment effective December 13, 1991.)

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

- (a) The By-Laws, rules and regulations of the Association;
- (b) The right of the Association to charge reasonable fees for security and other services that may be contracted for or hired by the Association;
- (c) The right of the Association, as provided in its Articles of Incorporation and By-Laws, to suspend the voting rights and the rights to the use and enjoyment of any services provided by the Association to an Owner for any period during which any assessment against his Lot remains unpaid and/or for any infraction of the Association's published rules and regulations, provided such period does not exceed 180 days if based upon an infraction of the published rules and regulations.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority, or utility for such purposes and subject such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the purpose or as to the conditions thereof shall be effective unless at least *sixty-seven percent (67%)* of the Owners of the Lots have given their prior written approval agreeing to such dedication, transfer, purpose or condition;
- (e) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper service and maintenance of the Property and the said Association shall be obligated to make such grant upon the request of the Declarant from time to time;

- (f) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas, if any, and facilities for security or other services and in aid thereof to mortgage said Common Areas, if any, and facilities for security or other services, provided that no such mortgage shall be effective unless at least *sixty-seven percent (67%)* of the Owners of the Lots have given their prior written approval. The rights of any such mortgagee in said Common Areas and facilities shall be subordinate to the rights of the Owners hereunder. The cost of maintenance and improvements of the Common Areas appurtenant to the multi-family facilities shall be assessable to the multi-family Owners only.
(Sections "e & f" above depict the change to 67% from 75% in the original Covenants by CRS 38-33.3-117(1.5).)

Section 4. Delegation of Use. Any Member may delegate, in accordance with the Articles of Incorporation and By-Laws, his right of enjoyment to the Common Areas, if any, and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV
RESTRICTIONS ON WATER USE

1. Each single family unit shall irrigate not more than 3,500 square feet of lawn per Lot within the Property.
2. Not more than a total 4.1 acres of lawn shall be irrigated for all multi-family units within the Property.
3. Not more than .5 acres shall be irrigated for all areas surrounding commercial units within the Property.
4. Outside irrigation shall occur only during the period from May 1 to October 15 of each year.
5. The restrictions in this Article IV shall remain in effect and run with the land so long as the decree in Case No. 82CW183, dated June 25, 1987, is in effect, and in accordance with and so long as the ruling entered in Case No. 90CW165 which was entered by the Referee on September 21, 1991, is in effect.
6. As an alternative to 1 through 3 above, the total irrigated acreage may be revised as desired by the ACC so as to include a maximum irrigated acreage of 9.34 acres. Such revision shall, however, be treated as and the procedures required herein shall be followed for an amendment to the Supplementary Declaration.

(The entire Article IV was added by the Third Amendment effective December 13, 1991 and the remaining Articles were increased by one Roman Numeral.)

ARTICLE V
EASEMENTS

Section 1. Reciprocal Easements. Declarant hereby reserves for itself and the Association their successors and assigns, a right-of-way and easement for exterior maintenance and repair of all improvements, and the installation and continued operation, maintenance, repair, alteration, inspection and replacement of utility lines, including but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment thereon, over, under and across the Common Areas, if any, and that portion of any Lot situated between any improvement and the street adjacent thereto. Declarant or Association shall, except in cases of emergency, furnish to all affected Owners twenty-four (24) hours notice before exercising the rights granted by this Article. Perpetual reciprocal easements for the aforementioned purposes shall exist both for the benefit and burden of all of the Owners.

Section 2. Easement for Utilities. The Declarant hereby grants a right-of-way and easement for utility purposes including, but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable lines and such other utility lines incidental equipment over, under and across the

Common Areas, if any. Such utility easements and rights of way shall be binding upon the Declarant and the Association and their respective successors and assigns.

Section 3. Reservation of Easements. Declarant reserves for itself and the purposes of the Riva Chase property the use of the easements set forth in this Article which are intended to and shall be for the benefit of all Owners, and no reference thereto need be made in any deed, instrument of conveyance or any other instrument.

Section 4. Easement for District. There is hereby granted to the Forest Hills Metropolitan District ("District") an easement to enter, at reasonable times, upon the individual Lots and multi-family and commercial areas of the Property in order to measure acreage and otherwise determine compliance with the square footage and other water use limitations either imposed by the District or imposed pursuant to Article IV. Restrictions on Water Use.

(Section 4 is the amended paragraph enacted by the Third Amendment to the Declaration effective December 13, 1991.)

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessment. Each Owner or any Lot within the Property, by acceptance of a deed therefore, whether or not it shall be so expressed therein, or by acceptance of any other conveyance thereof (except the conveyance in connection with the establishment of a mortgage), shall be deemed to covenant and agree to pay the Association the following:

- (a) General assessment or charges;
- (b) Special assessments for capital improvements or maintenance thereof;
- (c) Special assessments in connection with an Owner's failure to perform the required exterior maintenance or improvement of his Lot, all as hereinafter described with more particularity;
- (d) Special assessments to provide for costs incurred by virtue of unforeseen emergencies.
- (e) The Association shall levy separate assessments for multi-family lot owners and single family lot owners as provided below.
- (f) Maintenance and improvement of multi-family Common Areas shall be assessable to the multi-family owners only.
- (g) All Lot owners, single family and multi-family shall be assessed for security facilities and operations.

The general assessments or charges may, at the discretion of the board of directors of the Association, include a reserve for future capital improvements to the Common Areas, if any, and security and other service facilities; for replacement of and repairs to the improvements located on Common Areas; and for exterior maintenance as hereinafter provided. The annual assessment shall be levied on a monthly basis. The Association shall endeavor to arrange for the payment of annual assessments, payable monthly, to any mortgage holder who shall receive mortgage payments from the owner of any Lot, so long as any mortgage exists on said Lot, to facilitate the ease of collection and payment of such assessment. Special assessments shall be levied from time to time when and as determined by the board of directors of the Association in accordance with its By-Laws. Each such assessment, together with interest, cost of collection and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, subject to foreclosure in accordance with applicable law, but any such lien shall be subordinated to any valid prior mortgages or deeds of trust affecting such property. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person or persons who are the owners of such Lot at the time when the assessment falls due, and in the event that there is more than one owner thereof, such obligations shall be joint and several.

Section 2. Purpose of and Use of Annual Assessments or Charges. The annual assessments or charges, payable monthly, levied under this Article, shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents of the Property, and in particular, for the acquisition, improvement and maintenance of the Common Areas and security and other service facilities devoted to this purpose, including, but not limited to, the payment of taxes and insurance thereon; the repair, replacement and additions thereto; the costs of labor, equipment, materials, management and

supervision thereof; the operation and maintenance of security and other service facilities, which said facilities shall be developed by the Declarant, and any additional service facilities which might be developed by the Declarant or by the Association, including a reasonable provision for contingencies and replacements.

Section 3. Special Assessments for Capital Improvements in Emergencies. In addition to the annual assessment described in Section 2 of this Article, the Association may levy, in any assessment year, a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement, including land rehabilitation and restoration, due to any emergencies.

Section 4. Capital Contributions for Improvements, Repairs and Replacements. In addition to the annual or special assessments described above, the Association may levy in any assessment year, or as part of the annual assessment, or special assessment, an assessment to be set aside as a reserve for future capital expenditures, including major repairs to or replacements of improvements for security or other service facilities. Any funds so collected shall be designated by the board of directors of the Association as capital contributions to the Association by the Members thereof and shall be segregated and placed in a separate bank account of the Association to be utilized solely for the purposes aforesaid.

Section 5. Special Assessments for Exterior Maintenance. In addition to maintenance upon the Common Areas, if any, and the security and other service facilities, the Association, in the event that the Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Control Committee, shall have the right, upon thirty (30) days' prior written notice to such Owner, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the same and the exterior of the buildings and any other improvements erected thereon. Such exterior maintenance may include, but is not limited to, the following: paint, repair, or replacement and care for roofs, gutters, downspouts, exterior building surfaces, lighting, walks, drainage facilities and other exterior improvements, and to trim, install and otherwise care for trees, shrubs, grass and other landscaping improvements. The cost of such exterior maintenance shall thereupon be added to and become part of the annual assessments to which such parcel is subject as aforesaid.

Section 6. Maximum General Assessments. Until January 1st of the year immediately following conveyance of the first Lot to an Owner, the maximum annual assessment shall not exceed \$600.00 per Lot.

- (a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of membership.
- (b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of *sixty-seven percent (67%)* of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.
(The 67% was changed from 75% in the original Covenants by CRS 38-33.3-117(1.5).)
- (c) The board of directors of the Association may fix the annual assessment at an amount not in excess of the maximum, provided, however, only fifty percent (50%) of the annual assessment fixed by the Association shall be charged to Lot Owners so long as the Lot owned by them is undeveloped.

Section 7. Due Date of Commencement and Determination of Annual Assessments and Assessment Deposit. The annual assessments provided herein shall commence as to all Lots within the Property on the first day of the month following the conveyance of the first Lot within such Property. This first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Assessments shall be on a full calendar year basis, payable monthly. At least thirty (30) days in advance of each calendar year, the board of directors shall fix the amount of the annual assessment against each Lot, by estimating the net charges and expenses to be incurred by the Association for the purposes set forth in this Declaration. Separate due dates may be established by the Board of Directors for special assessments as defined hereunder as long as made thirty (30) days in advance of such special assessments and shall be paid in a manner determined by said board of directors. Written notice of the annual and any special assessments shall be sent to every Owner subject thereto as soon as the amounts are determined. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. If an assessment is not paid on the date when due (being the date specified in accordance with Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest, costs of collection and reasonable attorney's fees, as hereinafter provided, become a continuing lien on the Lot and improvements thereon which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, it shall be the personal obligation of the then Owner to pay such assessment and such personal obligation shall continue even though the Owner's interest in the property shall be transferred.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eighteen percent (18%) per annum, and the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the property, or both, and there shall be added to the amount of such assessment all costs incurred by the Association in foreclosing the lien or in collecting the amount owing, including any reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. As provided aforesaid, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Lot subject to assessment; provided, however, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or other proceeding in lieu of foreclosure. Such sale or transfer shall not release such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessments.

Section 10. Amendments. Amendments to this Article VI (but not including amendments to Sections of other Articles which are referred to in this Article or which relate to this Article) shall not be effective unless at least *sixty-seven percent (67%)* of the Owners have given their prior written approval. *(The 67% was changed from 75% in the original Covenants by CRS 38-33.3-117(1.5).)*

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No structure, whether the residence, accessory building, tennis court, swimming pool, antennae, flag poles, fences, walls, house numbers, mail boxes, exterior lighting, or other improvements, shall be constructed or maintained upon any of the single family lots and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans and specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plan of landscaping, fencing, walls and windbreaks, and the grading plans shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee.

Section 2. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations of lands within the Common Areas conform to and harmonize with existing surroundings and structures.

Section 3. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within fifty (50) days after submission. In the event the Architectural Control Committee fails to take any action within fifty (50) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with.

Section 4. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

Section 5. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

Section 6. Architectural Standards and Construction Regulations. The Architectural Control Committee shall have the authority to establish architectural standards and construction regulations

setting forth rules, regulations, standards and procedures for the design, construction and maintenance of structures and improvements within the property. The architectural standards and construction regulations established by the Architectural Control Committee pursuant to this Section 6 shall be enforceable by the Architectural Control Committee so long as they are not inconsistent with the provisions of the Master Declaration or Supplementary Declaration.

(The above 'Section 6' was added by the Third Amendment to the Declaration effective December 13, 1991.)

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce the conditions, covenants, and restrictions contained herein by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by the covenants. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.

Section 2. Duration. This Supplementary Declaration, every provision hereof and every covenant, condition, restriction and reservation herein contained, shall run with the land, and be binding upon and inure to the benefit of Declarant and the Owners and lessees of every Lot on the Property and shall continue in full force and effect until December 31, 1997, and shall thereafter be automatically extended for successive periods of ten (10) years unless otherwise terminated or modified as provided in Section 3 of this Article.

Section 3. Amendment. The right to amend, alter, revoke or modify this Supplementary Declaration or any provision hereof, or any covenant, condition or restriction contained herein, is hereby expressly and exclusively granted to the Architectural Control Committee for a period commencing from the date of signing of these Covenants and ending December 31, 1997. Thereafter, and after such time as at least fifty percent (50%) of the lots have been occupied by single-family dwellings, the Owners of said Lots may change, alter, expunge or amend this Supplementary Declaration, by executing an instrument indicating any such change, alteration, expungement or amendment signed by at least sixty-seven percent (67%) of such Owners. Amendment of these covenants, conditions or restrictions shall not be effective until the instrument evidencing such change has been duly recorded and unless a written notice of the proposed change has been sent to every member of the Association at least 30 days in advance of any action taken. Such document of change shall be immediately effective upon the recording of the proper instrument, in writing, executed and acknowledged by such Owners, in the office of the Clerk and Recorder of Jefferson County, Colorado.

(The 67% was changed from 80% in the original Covenants by CRS 38-33.3-117(1.5).)

Section 4. Lot Owners. At the time of the filing of these Supplementary Covenants, in addition to Riva Chase Venture and Forest Hills Land Company, the following are fee title owners of the Lots. John M. Nigro, Victor J. Yosha, Dean Bonham, Ronald Hardy/James Larson. These owners shall be Class C members pursuant to Section 2 of Article II above. By execution of these covenants, the Class C members approve and ratify the Supplementary Declaration of Covenants, Conditions and Restrictions and the Declaration of Covenants referenced therein.

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

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

(The above 'Declaration of Covenants, Conditions and Restrictions of Riva Chase' and 'Supplementary Declaration of Covenants, Conditions and Restrictions of Riva Chase', were recorded in Jefferson County, Colorado on June 11, 1984 and to the best of the Riva Chase HOA Board's knowledge the changes of the First, Second and Third Amendments and changes based on Colorado Revised Statutes have been incorporated into this document.)