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CAROL SHYDER
ADAMS COUNTY

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PRAIRIE VIEW SUBDIVISION

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PRAIRIE VIEW SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by PRAIRIE VIEW HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation (the "Association").

RECITALS

Declarant, Kaufman, Jensen and Small, a Colorado corporation, subjected real property located in Adams County, Colorado, more particularly described as:

A subdivision of a part of Sections 30 and 31, Township 3 South, Range 64 West of the 6th P.M., Adams County, Colorado

("Real Estate") to the Declaration of Covenants, Conditions and Restrictions for Prairie View Subdivision, as recorded in the real property records of Adams County, Colorado at Reception No. B167509, Book 2295, Page 160, on November 21, 1978 which Declaration of Covenants, Conditions and Restrictions was also fully stated on pages 2 and 3 of Prairie View P.U.D., P.U.D. No. 214, Reception No. B158810 as recorded in the real property records of Adams County, Colorado on October 3, 1978 (the "**Original Declaration**");

The Owners within the Prairie View Community desire to amend and restate this Original Declaration; and

As required by Paragraph 29 of the Original Declaration, sixty percent (60%) of the owners of Lots within the Prairie View Community have consented to the amendment and restatement of the Original Declaration.

NOW, THEREFORE, effective this 19th day of April 2000, all covenants, conditions, reservations, and restrictions effecting the Real Estate are consolidated, amended, and restated, regardless of whether they are set forth on the Prairie View P.U.D. or in the Declaration of Covenants, Conditions, and Restrictions for Prairie View Subdivision, as follows:

Article I. DEFINITIONS

Each term in this Declaration shall have the meaning specified or used in the Act, unless otherwise defined in this declaration.

“Act” shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, *et seq*, as it applies to common interest communities created prior to July 1, 1992.

“Articles of Incorporation” shall mean and refer to the Articles of Incorporation for Prairie View Property Owners Association, as they may be amended from time to time.

“Association” shall mean and refer to the Prairie View Property Owners Association, or its successors and assigns.

“Bylaws” shall mean and refer to the Bylaws of the Prairie View Property Owners Association, as they may be amended from time to time.

“Common Areas” shall mean and refer to all real and personal property, if any, owned or maintained by the Association for the common use and enjoyment of the Owners, or leased, controlled, or otherwise acquired by the Association for the benefit of the Owners.

“Common Expense Assessment(s)” shall include late charges, attorneys’ fees, fines, and interest charged by the Association.

“Community” shall mean the Real Estate subject to this Declaration and the Owners of the Lots bound by this Declaration.

“Declaration” shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Prairie View Subdivision, as amended from time to time.

“Governing Documents” shall mean the Articles of Incorporation, the Bylaws, the Declaration, and rules and regulations of the Prairie View Community, as amended.

“Improvement(s)” shall mean any building, fence, wall, or other structure; any exterior addition to, or change or alteration to, any building, fence, wall, or other structure; any landscaping that would alter the natural flow of water.

“Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of any Common Areas.

“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 excluding those having such interest merely as security for the performance of an obligation. Owners shall be Members of the Association.

“Real Estate” or **“Property”** shall mean the real property described in Recital 1, above, and such additional property as may subsequently added, pursuant to authority set forth in this Declaration, the Articles of Incorporation, and the Bylaws of the Community, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

“Water System Assessments” shall mean those assessments levied for the consumption of water and maintenance, repair, replacement, and improvement of the water system owned and operated by the Association for the common use and enjoyment of the Members.

Article II. THE ASSOCIATION AND ITS MEMBER

Section 2.01 Membership

Every person who is an Owner of record of a recorded fee interest in any Lot which is subject to this Declaration shall be a member of the Association, including contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership may be transferred only upon the sale or encumbrance of the Lot and then, only to the purchaser of the Lot. Ownership of a Lot shall be the sole qualification for such membership. Where more than one person holds an interest in any Lot, all such persons shall be members. There shall be one vote per Lot.

Section 2.02 General Purposes and Powers of the Association

The Association, through its Board of Directors, shall perform functions and manage the Prairie View Community as provided in this Declaration so as to further the interests of the Owners of the Community as members of the Association. All Owners shall be deemed to have assented to, ratified, and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 2.03 Authority of the Association

The business affairs of the Prairie View Community shall be managed by the Board of Directors. The Association shall be governed by this Declaration, its Articles of Incorporation and Bylaws,

any rules and regulations adopted by the Board, and the Colorado Common Interest Ownership Act (C.R.S. §38-33.3-101, *et seq.*), **to the extent that it applies to the communities created prior to July 1, 1992.**

Section 2.04 Indemnification

To the full extent permitted by law, each officer and director of the Association shall be and is hereby indemnified by the Owners and the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon them in any proceeding as a part of Association business to which they may be a party, or in which they may become involved, by reason of any settlement thereof, whether or not they are an officer or director of the Association at the time such expenses are incurred; except in such cases wherein such officer or director is judged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement as being in the best interest of the Association.

Section 2.05 Limitation on Liability

To the fullest extent permitted by law, the Board of Directors, and any other committees or any members thereof, shall not be personally liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, inaction, omission, error, negligence, or the like *made in good faith* and which the Board of Directors, or such committees or officers reasonably believed to be within the scope of their respective duties.

Section 2.06 Implied Rights and Obligations

The Association may exercise any right or privilege expressly granted to the Association in the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege given to the Association under the Governing Documents or reasonably necessary to effect any such right or privilege. The Association shall perform all of the duties or obligations implied by the express provisions of the Governing Documents or necessary to reasonably satisfy any such duty or obligation.

Article III. COVENANT FOR COMMON EXPENSE ASSESSMENTS

Section 3.01 Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments

- a) Each Lot Owner agrees to pay to the Association annual Common Expense Assessments and such other assessments as imposed by the Association, by acceptance of a deed for a Lot within the Community, whether or not it shall be so expressed in any such deed or other conveyance. Assessments shall include Common Expense Assessments, Water System Assessments, fees, charges, late charges, attorney fees, fines and interest charged by the Association.

- b) Assessments shall be the personal obligation of the Lot Owner of such Lot at the time when the assessment or other charges became or fell due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them.
- c) The Association's annual Common Expense Assessments and such other assessments as imposed by the Association shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment or charge is made. If any Assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due, and the Association shall have the right to accelerate all installments from the date an installment becomes past due.
- d) No Lot Owner may become exempt from liability for payment of assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which assessments are made.
- e) All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board is not properly exercising its duties and powers under this Declaration.

Section 3.02 Annual Assessment/Commencement of Common Expense Assessment

Common Expense Assessment may be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year, including the establishment of a reserve fund for the long-term repair, replacement, and improvement of the Common Areas. The budget, or a summary of the budget, and notice of the meeting at which the budget will be approved, shall be submitted to the Lot Owners pursuant to the notice requirements set forth in the Bylaws, as amended from time to time, for ratification within thirty (30) days after adoption of the proposed budget by the Board of Directors. The budget may be vetoed by votes of Owners representing a majority of the votes in the Association at the meeting set forth in the notice. Unless the budget is so vetoed, it shall be deemed approved. Amendments to the approved budget shall be made pursuant to the ratification procedures described in this section.

Common Expense Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Common Expense Assessment for any period shall not be deemed a waiver, modification, or a release of the Lot Owners from their obligation to pay.

Section 3.03 Water System Assessments

Water System Assessments shall be based upon the metered consumption of water used by each Lot and the costs and expenses necessary or desirable to operate, maintain, repair, replace, and improve the water system. The Board of Directors shall have the authority to establish a

minimum monthly fee for water usage and a rate per thousand gallons, or other increment of usage, which rate shall include costs of operating and maintaining, repairing, replacing and improving, all water wells, pumps, pipes, mains, fire hydrants and distribution facilities, together with appurtenances thereto; establishing a reserve fund for repair, replacement and improvement of the water system facilities; paying salaries, wages, taxes, insurance costs, and administrative expenses connected with the water system; and such other purposes which are necessary and proper to the operation, maintenance, repair replacement and improvement of the Prairie View water system. Water System Assessments shall not be subject to the budget approval set forth above. Water System Assessments shall be collectible in the manner proscribed in this Article. The Association has the additional right to shut off water delivery to a Lot for failure to pay Water System Assessments.

Section 3.04 Default Assessments

All monetary fines assessed against an Owner pursuant to the Governing Documents, or any expense of the Association which is the obligation of an Owner, or which is incurred by the Association on behalf of the Owner pursuant to the Governing Documents shall be a Default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Article. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at thirty (30) calendar days prior to the due date.

Section 3.05 Effect of Non-payment of Assessments

- a) Any assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) calendar days after the due date thereof, as established by the Board, shall bear interest at the rate of interest as may be determined from time to time by the Board, not to exceed the maximum interest rate permitted by law. Additionally, the Association may assess a reasonable late charge as determined by the Board.
- b) Failure to make payment within thirty calendar (30) days of the due date shall cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Association may bring an action at law or in equity, or both, against any Lot Owner personally obligated to pay any overdue assessments, charges, or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Lot.
- c) An action at law or in equity by the Association against a Lot Owner to recover a money judgment for unpaid assessments, charges, or fees, or monthly or other installment thereof, may be commenced and pursued by the Association without foreclosing, or in anyway waiving, the Association's lien therefor.
- d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessment, charges, or fee, or monthly or other installments thereof, which are not fully paid when due. The Association

shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any assessment lien, and a Lot Owner abandons or leaves vacant his or her Lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Lot Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a First Lien Security Interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 3.06 Lien Priority

The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien Security Interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This section does not affect the priority of mechanics or materialmen's liens. The lien of the Association under this Article is not subject to the provision of a homestead exemption as allowed under State or Federal law. Sale or transfer of any Lot shall not affect the lien for said assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of assessment charges as provided by applicable State Law. No such sale, transfer, foreclosure, or any proceeding in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any assessment charges thereafter becoming due, nor from the lien thereof.

Article IV. ARCHITECTURAL APPROVAL/DESIGN REVIEW

Section 4.01 Required Approvals of Exterior Improvements and Changes

No building, fence, wall or other structure, including structures housing livestock, shall be erected or built upon a Lot or the Property, nor shall any additions, alterations, or other changes to the exterior of structures constructed upon the Lots be made, until the plans and specifications of the proposed addition, alteration, or change has been submitted to both the Architectural Review Committee and Board of Directors, and approved in writing by the Architectural Review Committee. Plans submitted must show the nature, kind, shape, height, materials, location and color of the proposed addition, alteration, or change.

Section 4.02 Reply and Communication

The Architectural Review Committee shall reply to all submittals and re-submittals of plans made in accordance with this Article, in writing, within thirty (30) days after receipt and shall provide a copy of all such correspondence to the Board of Directors. The approval of the Architectural Review Committee shall be deemed given, if no decision approving or denying the submittal or re-submittal is made within this thirty (30) day period, unless the Architectural Review Committee has notified the Owner seeking approval of the need for additional information on

the submittal or re-submittal within the thirty (30) day time frame. All communications and submittals shall be addressed to the Architectural Review Committee and either mailed to the Architectural Review Committee at the Association address or hand delivered to the Association Secretary.

Section 4.03 Appeal to the Board

Any decision of the Architectural Review Committee may be appealed to the Board of Directors by an affected party by notifying the Board of Directors and the Architectural Review Committee in writing within thirty (30) days after the issuance of a decision by the Architectural Review Committee. The Board of Directors shall review the decision of the Architectural Review Committee and shall issue a written decision upholding, reversing, or upholding, in part, and reversing, in part, the Architectural Review Committee's decision within thirty (30) days after receipt of the notification of the intent to appeal. The Board of Directors may hold a hearing in conjunction with the appeal in its sole discretion. The decision of the Board of Directors shall be final.

Section 4.04 Liability

Neither the Architectural Review Committee nor any member thereof nor the Board of Directors nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of or in anyway connected with the performance of the Architectural Review Committee's or the Board of Directors' respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Review Committee or its members or the Board of Directors or its members, as case may be. The Architectural Review Committee shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building, zoning, or other codes.

Section 4.05 Structure of Committee

The Architectural Review Committee shall consist of three (3) members appointed by the Board of Directors or, in the event that no Committee is appointed, the Board of Directors. Members of the Architectural Review Committee shall serve at the will of the Board and may be removed with or without cause. Members of the Architectural Review Committee shall serve without compensation; provided, however, that the Committee Members may be reimbursed for reasonable expenses incurred in the performance of their duties.

Section 4.06 Design Guidelines

The Architectural Review Committee may propose design guidelines for adoption by the Board of Directors. Such design guidelines may be adopted by the Board of Directors, in its sole discretion, for the purpose of clarifying the existing covenants.

Section 4.07 Building Restrictions

- a) Solar. Solar homes may be built within the subdivision provided the Architectural Review Committee approves the design and location of heat collector systems.

- b) Trees. Each lot owner is required to plant at least six (6) trees within one (1) year of the completion of the residence on the lot. More trees are encouraged.
- c) Fencing. Barbed wire fencing is prohibited. All other fencing is subject to approval by the Architectural Review Committee.
- d) Minimum Square Footage. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,400 square feet; except that where the said principal dwelling is a 1-1/2 or 2 story dwelling, the minimum may be reduced to 1,000 square feet of ground floor area, providing that the total living area of the 1-1/2 or 2 floors is not less than 1,750 square feet.
- e) Set-Back. No building shall be located on any Lot nearer than fifty (50) feet from the front lot line or any nearer than twenty-five (25) feet from the side and rear lot lines. Parking shall be accommodated on site with no parking allowed on public streets.
- f) Sewage Disposal. Sewage shall be disposed of only by and through a septic system designed by a qualified engineer with adequate dimensions and capacity and of a type approved by Tri-County Health Department or an approved municipal service, if available. No septic tank or field system shall be nearer than fifty (50) feet to any building lot line except with the consent of the appropriate health officials and the County and State, and no sewage, waste, trash, garbage, or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the Community. No outside toilets or privies shall be permitted on any tract in the Community. All toilet facilities must be a part of the residence or garage and shall be a modern flush type and connected with a proper septic tank system.
- g) Soils Analysis. The type of soils present in some Lots may not meet requirements as to their ability to support standard absorption field; therefore, construction limitations may exist. The following studies must be obtained before construction is to take place on any Lot:
 - 1) A Foundation soil analysis performed by a qualified soils engineer; and
 - 2) Percolation reports for absorption fields designed by a qualified engineer.
- h) Structures. No structures whatsoever, other than one private single-family dwelling together with a private garage and suitable barn or shed for horses, for use in connection with said single family dwelling, shall be erected, placed, or permitted to remain on any Lot. There shall be no more than one (1) residence per Lot. Lots may not be further subdivided. There shall be no buildings or fences constructed on bridle paths as shown on the plat. Residential structures with a box-like appearance with no noticeable offsets in roofline or facia will not be approved.
- i) Flood Plain. There is a 100-year flood plain platted in the Prairie View Community. The Association will not allow any structures to be constructed in the flood plain. The Association assumes no liability in regard to any construction performed in this area or any loss occurring from flood damages.

Section 4.08 Construction

Approval from the Architectural Review Committee shall be effective for a period of six (6) months. If construction has not begun within this six (6) month period, plans and specifications

must be resubmitted to the Architectural Review Committee for approval. Once construction has been started, it must be completed within two hundred seventy (270) calendar days. An extension may be obtained from the Architectural Review Committee, subject to County requirements for the completion of construction.

Article V. RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

The Board of Directors shall be the proper party to interpret use restrictions contained in these Amended Covenants of the Association.

Section 5.01 Residential Use

The Property is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. All buildings or structures erected upon the Property shall be of new construction and shall not be moved from other locations onto said premises. No trailer, tent, shack, garage, barn, other outbuilding, or any structures of a temporary character shall be used on any portion of the premises at any time as a residence either temporarily or permanently.

Section 5.02 Businesses

No store, office, or other place of business of any kind and no hospital, sanitarium, or other place for the care of or treatment of the sick or disabled, physically or mentally; nor any theater, saloon or other place of public entertainment shall be erected or permitted upon any of the residential Lots, or any part thereof. Churches are also not permitted. Home business pursuits which are undetectable by sight, sound, odor, or noise from the street, and which do not involve visitation by clients or customers or door-to-door solicitation of business within the Prairie View Community are permitted.

Section 5.03 Animals

No animals will be raised or kept on any Lot for commercial purposes. A reasonable number of household pets, as determined by the Board of Directors, will be allowed. All dogs must be confined to runs or leashes and are not allowed to run at large. Horses will be allowed in accordance with Adams County zoning regulations. However, no more than four (4) horses per Lot, or one (1) horse per acre whichever is greater, will be allowed. In order to prevent overgrazing, livestock shall be kept in a small corral not to exceed twenty-five (25%) percent of the Lot size and only allowed to occasionally graze in remaining native grass. Supplementary feeding will be necessary to maintain animals. Other animals, which are not household pets, will be allowed only with the approval of the Board of Directors and in accordance with the Adams County zoning regulations. All barns, sheds, corrals, and other animal facilities must be kept clean and odor free. Owners shall abide by all applicable city and county ordinances and regulations regarding keeping and controlling pets. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet.

Section 5.04 Lots to Be Maintained

All Lots shall be maintained in a clean and orderly condition. All clotheslines, equipment, garbage cans, service yards, wood piles, or storage piles shall be kept so as to conceal them from view of neighboring Lots and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All grass and/or natural vegetation shall be kept mowed. No explosives nor volatile or incendiary materials or devices shall be stored on the premises. In the event that an Owner fails to maintain his or her Lot and the improvements thereon in a manner satisfactory to the Board of Directors, the Association, after notice and the opportunity for a hearing, shall have the right to enter upon any Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the common expense assessment for the Lot.

Section 5.05 Antenna

All exterior placement or installation of antenna, satellite dishes and other over the air reception devices less than one meter in diameter designed for reception of video signals within the Property shall be subject to rules and regulations to the extent permitted by federal law. Devices over one meter in diameter and radio reception devices may be installed only with the prior written approval of the Board of Directors or the Architectural Review Committee.

Section 5.06 Signs

No advertising or commercial sign, except one of not more than six (6) square feet per Lot containing the words "For Sale" or "For Rent", or other billboards shall be erected, placed, or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any residence thereof. No sign shall be unusually bright, directed at or into neighboring residences, or contain horns, whistles, bells, or other sound devices. Political signs demonstrating support for a particular candidate or issue, seasonal signs, signs depicting the street number of the residence, and "no soliciting" or similar signs, which otherwise comply with this provision, may be erected pursuant to reasonable rules and regulations adopted by the Board of Directors, which may require Architectural Review Committee approval.

Section 5.07 Nuisances and Hazardous Activities

No nuisances, unsafe or hazardous activities are permitted in the Community, including but not limited to, discharging firearms, emitting sounds at unreasonably loud decibels, storing hazardous materials in quantities greater than required for normal household use, conducting illegal or offensive activities, and otherwise undertaking or performing any activity which would constitute a nuisance under Colorado law. No firearms shall be discharged within the Prairie View Community. Firearms shall mean rifles, shotguns, pistols, cannons, explosives, air rifles, BB guns, or other similar devices.

Section 5.08 Vehicles/Parking

All operable vehicles must be registered/licensed per state and county law. No driveway or neighborhood street shall be used for the repair, storage, or rebuilding of vehicles; all such work shall be performed in the Owner's garage or so as to not be visible from the street. No motor

vehicle of any type shall be permitted to remain on the property in a non-operating condition for more than thirty (30) days in any calendar year. Any vehicle which does not display current and valid license plates and safety inspections stickers, as required by Colorado law, shall be deemed to be in "non-operating condition".

Furthermore, use of motorized vehicles on bridle paths, recreation area land, or flood plains is prohibited.

Section 5.09 Fires

No open fires will be permitted within the Prairie View Community except in enclosed barbeque grills or other structures as permitted by Adams County and as may be approved by the Architectural Review Committee.

Section 5.10 Oil and Gas Wells

No oil or gas drilling, oil or gas development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or nature gas shall be erected, maintained, or permitted on any building Lot. Propane tanks which are used to supply fuel to a residence are permitted if camouflaged by the building or landscaping so as not be visible from the street.

Section 5.11 Utility Easements

Easements and right of ways as shown on the recorded plat, or plats, are hereby reserved in the Prairie View Community for poles, wires, pipes and conduits for hearing, lighting electricity, gas, telephone, sewer, water, or any other utility service benefitting the Prairie View Community, together with the right of ingress and egress at any time for the purpose of further construction and repair.

Section 5.12 Rules and Regulations

In furtherance of the provisions of this Declaration, the Board of Directors may adopt rules and regulations concerning and governing the Community or any portion thereof, including penalties for the infraction thereof, subject to notice and opportunity for a hearing. Breach of any rule or regulation shall be a noxious and offensive activity, constituting a nuisance.

Article VI. WATER SYSTEM

Section 6.01 Prairie View Water System

The source of supply for the Community will be wells, together with pumps, pipes, mains, and all distribution facilities and appurtenances thereto required in order to make a potable water supply available to each Lot, excluding, however, the service line extending from mains installed within the streets in the Community to the premises to be served. Title to said system shall be conveyed to the Association as hereinafter provided. The serviced line extending from mains installed within the streets to the premises to be served shall be owned and maintained by the owner of the Lot receiving service therefrom. The Association shall bear all expenses which may be incurred in complying with the lawful orders of the office of the Colorado State Engineer or

the Colorado Water Court in connection with operations of the water well. Water service shall be available from the Prairie View Water System for the sole and exclusive use of members of the Association and no supply of water shall be made available to any person or property located outside the Community, subject to the Association's right to annex additional property into the Community as provided in this Declaration.

Section 6.02 Metering and Water System Assessments

Meters shall be installed on each service line tapped into the Prairie View Water System main. Such meters shall meet specifications established by the Association and the costs of the meter and installation shall be borne solely by the owner of the property served. Meters shall be read periodically, at such intervals as may be established by the Board of Directors. The Board of Directors shall establish Water System Assessments based on usage, including a minimum or standby rate beginning at the time the house connection is actually made to the system regardless of whether water has been consumed at the premises during the billing period. Water System Assessments shall be sufficient to cover the cost of operating and maintaining all water wells, pumps, pipes, mains, fire hydrants and distribution facilities, together with appurtenances thereto, needful, or necessary in the operation of the Prairie View Water System. In addition, said Water System Assessments shall be sufficient to provide for salaries, wages, taxes and administrative expenses which may be incurred by the Association in operating the Water System. Water System Assessments shall further include an amount sufficient to provide for the establishment of a reserve fund for repair and replacement of Water System facilities. Water System Assessments may be adjusted from time to time by the Board of Directors of the Association, to the extent such adjustment may be necessary to meet operating expenses and to maintain an adequate repair and replacement reserve. Water System Assessments collectible in the manner set forth in Article 3 of this Declaration.

Section 6.03 Mandatory Connections

All potable water service within the Community shall be obtained from the Prairie View Water System and no other source, so long as an adequate supply is available from said system.

Section 6.04 Tap Fee

Each Lot purchaser at the time of acceptance of a deed to his Lot shall be required to pay a tap fee to be established by the Board of Directors. No tap will be made to the Prairie View Water System until a tap fee shall have been collected by the Association prior thereto. A tap made without payment of such fee may be cut off at the main by the Association or its authorized representatives and the cost of such cutoff shall be assessed to the Owner, shall constitute a lien against the premises and may be enforced and collected as provided in Article 3 of this Declaration. Tap fees shall be set from time to time by the Board of Directors, to the extent such adjustment may be necessary to meet operating expenses and to maintain an adequate repair and replacement reserve.

Article VII. INSURANCE/CONDEMNATION

The Association shall carry any insurance necessary to adequately cover the Community, the Water System, Common Area, and the Board, including but not limited to liability, hazard or

property insurance, fidelity bond, directors and officers, worker's compensation, and any other insurance deemed necessary or desirable by the Board of Directors. The Association shall specifically obtain general liability insurance I the face amount of not less than \$1,000,000 per occurrence and hazard or property insurance covering the full replacement value of the Water System and other Common Area, without deduction for depreciation and without any requirement for co-insurance. Such insurance coverage shall be written in the name of and the proceeds thereof to be payable to the Association. Any hazard insurance proceeds received by the Association arising from losses to the easements or other areas for which the Board has maintenance responsibilities shall be applied to the cost of repair, replacement and/or reconstruction of those areas so damaged or destroyed, unless at least seventy-five percent (75%) of the Owners have given their prior written consent to use of such hazard insurance proceeds for other purposes.

Article VIII. COVENANT VIOLATION AND ENFORCEMENT

Section 8.01 Who may Enforce

The Association, Architectural Review Committee, or an Owner may enforce the provisions of this Declaration by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain violation and/or to recover damages, and by any proceeding at law or in equity against any Owner's Lot to enforce any lien created by this Declaration. The omission or failure of the Association to enforce any term or condition of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. Violations of the Declaration may also be subject to penalties and fines as provided in rules and regulations adopted by the membership.

Section 8.02 Notice of Violation

In the event of a failure or refusal to comply strictly with any provision of this Declaration, a registered return receipt notice shall be mailed by the Association or its agent to such violator setting forth the nature of the violation. Such notice shall also state the action required by the Owner to cure the violation, the time required for such action and the nature of the action contemplated by the Association if the violation is not cured by the Owner. Owners have the right to appeal and just reply within the time limit specified in the notice. Any action taken by the Association to correct such violation shall be at the cost and expense of such Owner (including any attorney's fee incurred in conjunction therewith), and the Association shall charge and assess, as provided in Article 3, such Owner for the full cost thereof.

Section 8.03 Violation of Covenants Creates Liens

A violation of this Declaration shall create a lien against an Owner's Lot. The Association may elect to prepare and record a Notice of Lien with respect to each such Notice of Violation.

Section 8.04 Covenant Enforcement – Remedies

The remedies provided in the Governing Documents for the enforcement of this Declaration are cumulative and the selection of less than all methods of enforcement shall not constitute an

election of remedies so as to preclude other methods of enforcement subsequently or simultaneously.

Section 8.05 Limitations on this Article

Nothing in this Article is intended to limit or contravene, nor shall any provision thereof be construed to limit or contravene, any appropriate provision of the Governing Documents.

Article IX. GENERAL PROVISIONS

Section 9.01 Severability

Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 9.02 Amendment of Declaration by Lot Owners

The provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of the Association, or the Owner of any Lot subject to this document, their respective legal representatives, heirs, successors, and assigns, and shall continue in perpetuity until further amended. This Declaration may be amended with the approval of sixty percent (60%) of the Lot Owners. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the County, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 9.03 Annexations

The Association may annex additional property into the Community with the approval of sixty percent (60%) of the votes of the members and the approval of all the owners of property sought to be annexed by recording a written Annexation Agreement in the real property records of Arapahoe County, Colorado. Upon recording of an Annexation Agreement, the property annexed shall be subject to the terms, conditions, easements, servitudes, benefits, and burdens set forth in this Declaration, including the obligation to pay Common Expense and Water System Assessments.

Section 9.04 Interpretation

The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Lots and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 9.05 Challenge to this Amendment

All challenges to the validity of the amendments must be made within one (1) year after the date or recording of this document. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 9.06 Non-Waiver

Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

Section 9.07 Conflict of Provisions

In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

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IN WITNESS WHEREOF, the undersigned, being the President and the Secretary of Prairie View Property Owners Association, Inc., hereby certify that the Association has obtained written approval of this Amended and Restated Declaration from at least sixty percent (60%) of the Owners of Lots within the Prairie View Community, as evidenced by written instruments filed with the records of the Association.

PRAIRIE VIEW PROPERTY OWNERS ASSOCIATION, INC.

By: Robert A. Charleston
President

ATTEST:

Dixie L. Turnquist
Secretary

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing Declaration was acknowledged before me by Robert A. Charleston, as President and by Dixie Turnquist, as Secretary, of Prairie View Property Owners Association, Inc., a Colorado nonprofit corporation, on this 19th day of April, 1999.

[Signature]
Notary Public
My commission expires: 19/30/2002

