

**DECLARATION  
OF  
PROTECTIVE COVENANTS  
FOR**

**DAWSON RANCH  
PLANNED DEVELOPMENT DISTRICT**

Dawson Ranch, L. L. C. (Called the “Declarant” in this Declaration), is the sole Owners of property known and described as follows:

The Dawson Ranch Planned Development District situated on the west side of Forge Road in Sections 7, 8 & 18 in T, 19S, R70W of the 6<sup>th</sup> P. M., City of Canon, County of Fremont, State of Colorado. Said property is hereinafter sometimes called the “Planned Development District” and individual Lots designated by the recorded plat are herein-after sometimes called “Lots.”

Declarant desires to place protective covenants, conditions, restrictions, reservations, liens and charges upon the Planned Development District to protect the Planned Development District’s quality residential environment and also to protect its desirability, attractiveness and value. Consequently, the Planned Development District is hereby subjected to the following easements, covenants, restriction and conditions (collectively referred to as “Covenants”), all of which shall run with the Planned Development District and shall be binding upon all parties having or acquiring any rights, title or interest in it or any part thereof, and shall inure to the benefit of each Owners thereof.

**ARTICLE I**

**COVENANTS TO PRESERVE THE RESIDENTIAL  
CHARACTER OF THE PLANNED DEVELOPMENT DISTRICT**

**Section 101. Property Uses.** All Lots in the Planned Development District shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Planned Development District shall be used or occupied for any purpose other than for a single-family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any Lot or Building Site.

**Section 102. Structures.** No structures shall be erected within the Planned Development District except single-family dwellings and those Accessory Buildings and Accessory Structures which have been approved by the Approving Authority. No structure other than a dwelling with an attached garage for a minimum of two (2) cars, no Accessory Building and no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No other structure may be placed on any Building Site before completion of the dwelling upon such Building Site except with the permission of the Approving Authority.

**Section 103. Construction Type.** All construction shall be new. No building previously used at another location nor any building or structure construed as a mobile dwelling or structure may be moved onto a Lot or Building Site except as expressly hereinafter provided in Section 107 for temporary construction or administration building.

**Section 104. Storage.** No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement.

**Section 105. Completion of Work.** A structure shall not be occupied in the course of original construction until substantially completed. All construction work shall be prosecuted diligently and continuously from the time of commencement until fully completed.

**Section 106. Construction Completion.** The exterior of all buildings or other structures must be completed within six months after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. For purposes of this Section 106, "Commencement of Construction" for a single family dwelling, is defined as the obtaining of necessary building permits and the pouring of a foundation, and for all other structures, is the undertaking of any visible exterior work. If construction is not completed within six months after commencement, or if construction shall cease for a period of sixty days without permission of the Approving Authority will give the Owners thereof Due Notice of such fact, and if construction work on such structure is not diligently pursued with thirty days after such notice, the unfinished structure or unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at cost to the Owners.

**Section 107. Construction of Sales Offices.** Temporary buildings for construction or administration purposes or for sales office may be erected or maintained only by Declarant or with the permission of the Approving Authority. Model homes may be used and exhibited only by Declarant or with the permission of the Approving Authority. Any temporary building permitted for construction or administration purposes or for a sales office shall be promptly removed when they cease to be used for these purposes.

**Section 108. Drilling Structures.** No derrick or other structure designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of any Lot, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, or under any Lot.

**Section 109. Easements.** There are hereby reserved to Declarant, its successors and assigns, perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others over, under, in and across each of the ten (10) foot strips along and adjoining each rear Lot Line of each Lot, and each of the ten (10) foot strips along and adjoining each side Lot Line of each Lot and/or as noted on the Dawson Ranch Planned Development District plat for the use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water lines, for utility lines, for drainage and for other similar or dissimilar facilities and purposes, and for one or more of such purposes.

**Section 110. Underground Utilities.** All utilities except lighting standards and customary service devices for access, control or use of utilities shall be installed underground.

**Section 111. Heavy Material Suppliers.** The Declarant shall designate certain exclusive suppliers using heavy equipment and tractor trailers within the Planned Development District to ensure an orderly flow of construction traffic, proper cleanup and that the roadways, culverts and other improvements are not damaged or destroyed. The prices charged and the products furnished by the designated suppliers will be commercially competitive for the market area in both quality and price. The failure of any designated

suppliers to furnish product or price in a timely and competitive manner shall cause said supplier to be removed as a designated supplier.

Declarant hereby designates the supplier of Aggregate, Sand, Dirt, Soil or Landscaping Rock to be T.H.E. Aggregate Source, Inc. and designates the supplier of concrete to be Precision Premix, Inc. Any buyer, agent, or his contractor or sub-contractors who purchase materials from any other source shall be liable for the full retail value of the material plus all attorney fees and costs necessary to enforce this provision, plus punitive damages and penalties.

Owners of any Lot reserve the right to employ any person to perform landscaping and normal maintenance of the property so long as any material brought to the property does not exceed two (2) tons per load and is hauled by truck not to exceed one (1) ton in capacity.

## **ARTICLE II**

### **DENSITY, SETBACK AND QUALITY STANDARDS**

**Section 202. Setback Areas.** All front, rear and side yard setbacks shall be as provided in the Dawson Ranch final Planned Development Plan. All construction must also conform to the Building Code, Zoning Ordinance and all other applicable rules and regulations of the City of Canon City, which regulations may vary from the provision of this section and other sections.

**Section 203. Dwelling Area Requirements.** No dwelling shall be erected which, exclusive of porches, patios, covered but enclosed areas, garages and any attached accessory building, has a gross living floor area of less than fourteen hundred (1,400) square feet if a single-story dwelling, or less than eighteen hundred (1,800) square feet if a multi-level dwelling.

**Section 204. Dwelling Location on Lot.** The Approving Authority shall make a reasonable effort to locate the dwelling on the Lot so as not to impede the view of the adjacent dwelling.

**Section 205. Height Restrictions.** No dwelling or other structure shall be more than two stories in height not to exceed 30 feet measured from top of foundation or basement wall except with the prior written permission of the Approving Authority. The basement shall not protrude more than 2 feet from finished first floor to the highest ground level adjacent to the structure. Original ground contour shall mean the ground contour established during development of construction (as defined in Section 106) of any dwelling or other structure.

**Section 206. Roofs.** All roof areas shall be of wood shakes, wood shingles, tile, 220 lb. Asphalt composition shingles, or other material approved by the Approving Authority. Roof areas of T-Lock or 3-Tab shingles and metal roof panels are not permitted.

**Section 207. Accessory Buildings.** Any accessory building or structure shall be of the same colors, same exterior materials, and harmonize in appearance with the dwelling situated on the same Lot.

**Section 208. Roof Projections.** No aerial or antenna for reception or transmission of radio, television or other electronic signals, or other roof projections, including but not limited to lighting rods and weather vanes, shall be maintained on the roof or any other exterior location of a building or Lot, unless fully

screened in a manner approved by the Approving Authority so as not to be visible at ground level from neighboring property or adjoining streets. However, satellite dishes 18 inches or less in diameter shall be allowed.

**Section 209. Owners Maintenance.** Each Owners shall maintain the exterior of the dwelling, any accessory building and all other structures, lawns and landscaping, walks and driveways in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surfacing becomes weather beaten or worn off.

**Section 210. Rebuilding or Restoration.** Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to a sightly condition. Such rebuilding or restoration is to be completed with reasonable promptness and in any event within (6) months from the time the damage occurred.

**Section 211. Fences.** All fences shall be constructed of natural wood, brick or decorative block and shall be no more than six (6) feet high. No material may be used for fences unless previously approved by the Approving Authority. Except with approval of the Approving Authority, no fence or hedge more than two feet high shall be installed closer to an adjoining street than the dwelling or any other building located on the Lot is to the street.

**Section 212. Driveways.** All driveways shall be fully completed at the time the construction of the residence is completed. All driveways shall be constructed of concrete or crushed aggregate and not of any other material. No asphalt driveways are permitted.

**Section 213. Garages.** All garages shall be no less than two-car size and no more than four-car size.

### **ARTICLE III**

#### **LIVING ENVIRONMENT STANDARDS**

**Section 301. Building and Grounds Conditions.** Each Owners shall maintain the exterior if the dwelling and any accessory building, fence and all other structures, lawns and landscaping, walks and driveways, in first call condition and shall cause them to be repaired as the effects of damage and deterioration become apparent. If the Owners fails to properly perform such maintenance, the Approving Authority may, after giving (30) days written notice, effect such repairs and maintenance as it deems necessary in its judgement to maintain the standards of the Planned Development District.

**Section 302. Garage Doors.** Garage doors shall be kept closed except when being used to permit ingress or egress to and from the garage.

**Section 303. Maintenance Equipment.** All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as not to be visible from neighboring property or adjoining streets.

**Section 304. Clothesline and Children's Play Equipment.** All outdoor clothes poles, clotheslines and other facilities for drying or airing of clothing or household goods and children's play equipment or other recreational equipment shall be placed or screened by fence or shrubbery so as not to be visible from

neighboring property or adjacent streets. Basketball goals, either attached permanently to the residence, or cemented into the ground are the only exceptions to this Section.

**Section 305. Refuse.** No unsightly objects or materials, including but not limited to: ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so to be visible from any neighboring property or adjoining street, except during refuse collection. After a period of two weeks of continued violation of this Section 305, the Approving Authority shall have the right to enter upon the Lot involved and remove such unsightly objects or materials at the expense of the Owners shall be liable for all costs incurred relative thereto.

**Section 306. Nuisances.** No noxious or offensive activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on any Lot or in any living unit or accessory building. No annoying lights, sounds or odors shall be permitted or emanate from any living units or accessory buildings.

**Section 307. Sound Devices.** No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security shall be located, used or placed on any structure or Lot.

**Section 308. Landscaping.** Within six (6) months after completion of a dwelling or within any extension of that period granted by the Approving Authority, all yards and open spaces shall be landscaped and thereafter maintained in lawn or landscape. For purposes of this section, the front yard is defined as the area of the Lot and the building setback line on the Lot. Subject to Section 311, in the event the finished contour and condition of the Lot has been disrupted, it shall be landscaped in such a fashion as to return it to its finished graded condition

**Section 309. Weeds.** All yards and open spaces and the entire area of every Lot on which no building has been constructed shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds which in the reasonable opinion of the Approving Authority are likely to cause the spread of infection of weeds to the neighboring property and free from brush or other growth or trash which in the reasonable opinion of the Approving Authority causes undue danger or fire or unsightly appearance to the Planned Development District.

**Section 310. Mowing and Pruning.** In order to effect insect, weed and fire control and to prevent and remove nuisances, the Owners of any Lot upon which a building has not been constructed shall mow, cut, prune, clear and remove from the premises unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect or accumulate on the Lot. Each Owners of any Lot shall keep all channels within such Owner's Lot that are part of the storm water runoff maintenance and detention systems of the Planned Development District free and clear of weeds and debris that will or might alter the intended flow of storm water across such Lot.

**Section 311. Grading Patterns.** No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading except after first obtaining the prior consent and approval of the Approving Authority and the building official of the City of Canon City. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from building and so

as to protect foundations and footings from excess moisture and so as to facilitate the efficient and uninterrupted operation of the storm water drainage systems for the Planned Development District.

**Section 312. Transmitters.** No electronic or radio transmitter of any kind other than garage door openers shall be operated in or on any structure or Lot except two-way radios and telephones used in the course of business.

**Section 313. Animals.** Small domestic animals are allowed but limited to two dogs or cats then only if kept as pets. No animal of any kind shall be permitted which in the opinion of the Approving Authority makes any unreasonable amount of noise or odor or is a nuisance. No animal shall be kept, bred or maintained within the Planned Development District for commercial purposes.

**Section 314. Trailers, Campers, etc.** No boat, trailer camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, any towed trailer unit or truck, excepting only pickups with or without bed toppers and passenger vans for the private use of the resident of a dwelling as primary transportation on a day-to-day basis shall be parked between the paved roadway and the front face of the dwelling wall, or parked in the street, either in front of the Owners property or elsewhere.

**Section 315. Junk Cars.** No unused, stripped down, partially wrecked or junk motor or vehicle on any street or any Lot. An unused vehicle shall be defined as a vehicle which has remained immobile for more than thirty (30) days as determined by the Approving Authority.

**Section 316. Vehicle Repairs.** No maintenance, servicing, repair, dismantling, sanding or repainting of any type of any vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from adjoining streets and from neighboring property.

**Section 317. Signs.** The only signs permitted on any Lot or structure shall be:

- a) One sign of customary size offering the signed property for sale or for rent;
- b) One sign of customary size for identification of the occupant and address of any dwelling.
- c) Multiple signs and advertising devices and materials for sale and administration purposes installed by, or with the permission of Declarant during development.
- d) Signs as may be necessary to advise of rules and regulations or caution or warn of danger;
- e) Such signs as may be required by law;
- f) A sign or signs erected by Declarant identifying the development.

Except for permitted signs, there shall not be used or displayed on any Lot or Structure any signs or any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental. All permitted signs must be professionally painted, lettered and constructed.

## ARTICLE IV

### ARCHITECTURAL STANDARDS

**Section 401. Building Approval.** No Structure shall be commenced, erected, or placed onto a Lot, permitted to remain on any Lot or altered in any way so as to change the Structure's previously existing exterior appearance, except in accordance with plans, specifications and other information submitted to the Approving Authority and approved by the Approving Authority no more than one year before the start of the construction, alteration or installation. Matters which require approval of the Approving Authority shall mean and include, without limitation, each of the following on all portions of the Planned Development District;

- a) The construction, installation, erection, alteration, contraction, or expansion of any building structure or other improvements, including utility facilities;
- b) The demolition, or destruction, by voluntary action, of any building structure or other Improvements;
- c) The staking, clearing, grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, or change of drainage pattern.
- d) Landscaping, planting, clearing or removing of trees, shrubs, grass or perennial plants.
- e) Any change or alteration of any previously approved Improvement to the Lot, including any change of exterior appearance, finished material, color or texture; and
- f) Repainting and resurfacing of exterior surfaces, and rebuilding of Improvements (provided, however, no approval shall be denied to repaint the exterior of a structure in strict accordance with the originally approved color scheme or to build in strict accordance with the originally approved Plans).

In granting or withholding approval, the Approving Authority shall consider among other things: the adequacy of the materials for their intended use, the harmonization of the external appearance of the surroundings, environment, and to surrounding uses, the degree, if any, to which the proposed Structure or covering will cause intrusions of sound, light or other effect on neighboring sites beyond those reasonably to be expected in a quality urban residential area from considerate neighbors.

**Section 402. Plans Submissions.** All plans, samples and other materials to be submitted to the Approving Authority shall be submitted in duplicate. The minimum scale of these plans shall be one-twentieth inch equals one foot. The plot plan in this minimum scale shall show the location of all the buildings, drives, walks, fences and any other structures. Proposed new contours throughout the Lot and abutting street elevations on all sides shall be shown. Structure plans shall show all exterior elevations and shall designate each exterior color to be used by means of actual color samples.

**Section 403. Approval Process.** All action required or permitted to be taken by the Approving

Authority shall be in writing and any such written statement shall establish the action of the Approving Authority and shall protect any person relying on the statement. If the Approving Authority does not execute and acknowledge such a statement within fifteen (15) days after delivery of all the required materials to the members of the Approving Authority, the materials so delivered shall be deemed approved for the purpose of these Covenants. The Approving Authority may charge reasonable fees to cover expenses incurred in review of plans, samples and materials submitted pursuant to the Declaration, exclusive of reimbursement to the members of the Approving Authority for their services. The Approving Authority shall be entitled to retain one copy of all approved plans as part of its records.

**Section 404. Variances.** The Approving Authority shall have the authority to grant for a Lot or building site a variance from the terms of one or more of Section 106, 110, 202, 203, and 209 subject to the terms and conditions which may be fixed by the Approving Authority and will not be contrary to the interests of the Owners and residents of the Planned Development District where, owing to exceptional and extraordinary circumstances, literal enforcement of all of those sections result in unnecessary hardship. Following an application for a variance:

- a) The Approving Authority shall within sixty (60) days after the request for the variance was delivered, determine whether to grant or deny the variance. If the Approving Authority fails to act on the request for the variance within sixty (60) days, the variance shall be deemed denied. If the Approving Authority shall call a meeting of Owners of Lots in the Planned Development District, to be held at the Approving Authority's principal office, notice of which meeting shall be given to the Owners at least ten (10) days in advance, at which meeting all Owners shall have opportunity to appear and express their views.
- b) Whether or not anyone appears at the meeting in support of or in opposition to the application for variance, the Approving Authority shall within one week after the meeting either grant or deny the variance.
- c) The Approving Authority shall determine whether or not a variance granted hereunder shall run with the Lot or building site for which granted on a case-by-case basis.
- d) If a variance is denied, another application for a variance for the same Lot or building site may not be made for a period of one year.
- e) A variance shall not be granted unless the Approving Authority shall find that all of the following conditions exist:
  - i) The variance will not authorize the operation of a use other than private, single-family residential use;
  - ii) Owing to the exceptional and extra-ordinary circumstances, literal enforcement of the sections above enumerated will result in unnecessary hardship;
  - iii) The variance will not substantially or permanently injure the use of other property in the Planned Development District;



- iv) The variance will not alter the essential character of the Planned Development District;
- v) The variance will not weaken the general purposes of these Covenants;
- vi) The variance will be in harmony with the spirit and purpose of these Covenants; and
- vii) The circumstances leading the applicant to seek a variance are unique to the Lot or building site or its Owners, and are not applicable generally to Lots in the Planned Development District or their Owners.

## ARTICLE V

### APPROVING AUTHORITY

**section 501. Composition of the Approving Authority.** Declarant shall act as the Approving Authority for a period of time no later than the earlier of:

- a) Sixty (60) days after the conveyance of 75% of the maximum number of Lots that may be created under zoning or other governmental development approvals in effect for the Planned Development District at any given time to Owners other than the Declarant or a builder;
- b) Six (6) years after the last conveyance of a Lot by the Declarant;
- c) Twenty (20) years from the date this development plan was recorded; or
- d) At such earlier time as Declarant elects in his sole discretion, to appoint the Committee referred to below. However, Declarant may reserve the right to require Declarant approval of specific actions of the Committee.

Upon the happening of any such of the above, Declarant shall appoint a Committee of individuals, each of whom owns a real property interest in a Lot or Lots within the Planned Development District, to act as Approving Authority. Thereafter, whenever a member of the Approving Authority shall resign, die or be unwilling or unqualified to act, the remaining members or member, if only one, shall appoint a successor who owns, or successors who own, a real property interest in a Lot or Lots within Planned Development District, as members of the Approving Authority, so as to fill the existing vacancies. Notwithstanding the foregoing, after such time as Declarant appoints a committee to serve as the Approving Authority, a majority of the record Owners of Lots in the Planned Development District may, through a duly recorded, written instrument executed by such Owners, change the membership of the Approving Authority, so long as the members of the Approving Authority all own a real property interest in a Lot or Lots within the Planned Development District. Any appointment, removal or replacements of the residents as members of the Approving Authority shall be by written instrument signed and acknowledged by Declarant or other person or persons above authorized to make appointment, removal or replacement and filed for record with the Clerk and Recorder of the County of Fremont, State of Colorado.

**Section 502. Liability.** Members of the Approving Authority shall not be liable to any party whatsoever for any act or omission unless the act or omission is in bad faith and amounts to fraud.

## **ARTICLE VI**

### **GENERAL PROVISIONS FOR EFFECT OF THE COVENANTS**

**Section 601. Definitions.** The following words and expressions are used in these Covenants have the meaning indicated below unless the context clearly requires another meaning:

- a) **Accessory Building.** Detached garage, patios, swimming pools, covers, enclosures, dressing rooms or other similar structures, recreation facilities, separate guest houses without kitchens, separate servants' quarters without kitchens and other buildings customarily used in connection with the single-family residence.
- b) **Building Site.** A Lot as established by the recorded plat or the combination of two or more Lots as approved by Declarant and aggregating not less than 7,500 square feet.
- c) **These Covenants.** This Declaration and the provisions contained in it.
- d) **Due Notice.** Written notice delivered in accordance with the requirements of these Covenants at least (10) days prior to the action required by the notice.
- e) **Enumerations Inclusive.** A designation which describes parcels or other things as from one number, letter or other designation to another includes both such numbers, letters or other designations and all in between.
- f) **Gender and Number.** Whenever the context permits Owners or Owners shall be deemed to refer equally to persons of both sexes and to the corporations and the other entities, singular to include plural and plural to include singular.
- g) **Landscape.** The treatment of ground surface with live plant material, wood chips, crushed stone, decorative rocks or mulch materials, or other decorative surfacing materials approved by the Approving Authority. For purposes of this definition, the word, "Landscape" shall include all other forms of the word Landscape, such as Landscaped and Landscaping.
- h) **Lot.** Each area designated as a Lot in the recorded plat of the Planned Development District.
- i) **Lot lines.** Front, side and rear Lot Lines shall be the same as defined in the Zoning Ordinances of the City of Canon City, Colorado in effect from time to time.
- j) **Owners.** Person having fee simple legal title to a Lot. If more than one person has such title, all such persons are referred to collectively as "Owners" and shall exercise their rights as an Owners through such one of them as they may designate from time to time.

k) Structure. Any thing or device other than trees and landscaping the placement of which upon any building site might affect its exterior appearance, including by way of illustration and not limitation, any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, mailbox, out door lighting and lawn ornamentation. Structure shall also mean an excavation or fill the volume of which exceeds five cubic yard or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot.

l) The Planned Development District. The area laid out and platted as “Dawson Ranch Planned Development District” according to the plat approved by the Council of Canon City and recorded in the Office of the Clerk and Recorder of the County of Fremont and the State of Colorado.

**Section 602. Captions.** Captions, titles and headings in these Covenants are for convenience only and do not expand or limit the meaning of the section and shall not be taken into account in construing the section.

**Section 603. Approving Authority Resolves Questions of Construction.**

If any doubt or questions shall arise concerning the true intent or meaning of these Covenants, the Approving Authority shall determine the proper construction of the provision in question and shall set forth in a written instrument duly acknowledged by the Approving Authority and filed for record with the Clerk and Recorder of Fremont County, the meaning, effect and application for the provision. This definition will thereafter be binding on all parties so long as it is not arbitrary or capricious. Matters of interpretation involving Declarant shall not be subject to this section 603.

**Section 604. Covenants Run With The Land.** These Covenants shall run with the land and shall inure to and be binding on each Lot and upon each person or entity hereafter acquiring Ownership of any right, title and interest in any Lot in the Planned Development District.

**Section 605. Covenants are Cumulative.** Each of these Covenants is cumulative and independent. Each provision of these Covenants may be construed separately without reference to any other provisions.

**Section 606. Waivers.** Except as these Covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforce ability of these Covenants. Every person bound by these Covenants to require constants, harsh or literal enforcement of them as a requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these Covenants or any part of them, nor operate as an impediment to their subsequent enforcement and each such person agrees not to plead as a defense in any civil action to enforce these Covenants that these Covenants have been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce them.

**Section 607. Enforcement.** Upon twelve (12) hour advance notice, the Declarant, Approving Authority and their agents shall have the right to enter upon any Lot in the Planned Development District when necessary and shall not be deemed a trespass for the purpose of:

- a) Inspection of property to determine compliance with Covenants;
- b) To deliver notification of breach of Covenants; or
- c) Upon failure by an Owners to cure breach within thirty ( 30 ) days of written notification, the Approving Authority may at its option make repairs or perform maintenance or otherwise undertake action to cure the breach to restore the appearance of the property involved to a reasonable attractive condition or otherwise bring such property into compliance with the Covenants. In the event Declarant elects to perform maintenance pursuant to Section 607, Declarant will submit to the Owners or persons responsible for the property upon which or for whose benefit such maintenance was performed, a written statement of the costs incurred by the Declarant in performing the maintenance. These costs shall be paid to the Declarant within thirty (30) days after receipt of such notice. If Declarant's costs have not been paid after expiration of the thirty day period, Declarant may thereafter record a lien against the Lot ( including improvements thereon ) for all costs ( including reasonable attorney's fees) incurred by Declarant in performing the maintenance and in collecting such costs and foreclosing upon the lien. This lien shall be junior to all other liens or encumbrances of record with respect to the Lot on the date this lien is recorded. This lien may thereafter be foreclosed upon in the manner provided by the Colorado law for foreclosing upon real estate mortgages. This lien shall provide that all sums expended by Declarant in foreclosing the lien and collection the amounts due Declarant (including reasonable attorney's fees) shall be additional indebtedness secured by the lien. These Covenants are for the benefit of the Owners, jointly and severally, and of the Approving Authority and may also be enforced by an action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy, instituted by one or more Owners, the Approving Authority, or any combination of the two. Until seven years after these Covenants are filed of record, or when Declarant owns no property within the Planned Development District, whichever is later, Declarant may also enforce these Covenants in any of the manners permitted above. All costs, including reasonable attorney's fees, incurred by Approving Authority in connection with any successful enforcement proceeding initiated by the Approving Authority (along or in combination with Owners) or, during the period it is permitted to enforce these Covenants, incurred by Declarant, shall be paid by the party determined to have violated the Covenants. Any party exercising its right to enforce these Covenants shall not be required to post and bond as a condition to the granting of any restraining order, temporary or permanent injunction or other order. The rights and remedies to enforcement of these Covenants shall be cumulative, and the exercise of any one or more such rights and remedies shall not preclude the exercise of any of the others.

**Section 608. Duration of Restrictions.** Unless sooner terminated as provided in Section 610, the restrictions and other provisions set forth in these Covenants shall remain in force until the year 2020 and shall be automatically renewed for successive periods of ten years unless before the year 2020 or before the end of any ten year extension, there is filed for record with the Clerk and Recorder of Fremont County an instrument stating that extension is not desired, and is signed and acknowledged by the Owners of a majority of the Lots in the Planned Development District.

**Section 609. Amendment and extension/Termination.** All sections of these Covenants (except

Section 109 and Article V) may not be terminated for a period of five (5) years. After said period from time to time any section or sections of these Covenants (except Section 109 and Article V) may be amended or new sections may be added to these Covenants by an instrument signed and acknowledged by the Owners of at least three-fourths of the Lots in the Planned Development District and filed for record with the Clerk and Recorder of Fremont County.

**Section 610. Partial Amendments.** These Covenants may be amended for only a portion of the Planned Development District by a written instrument executed by Declarant and one hundred percent of the then Owners of such portion of the Planned Development District if:

- a) The portion of the Planned Development District affected by such amendment contains at least twenty contiguous Lots;
- b) No improvements have been erected on such Lots; and
- c) Declarant reasonably determines that the amendments will not materially adversely affect the general living environment contemplated by these Covenants for the remaining Lots.

**Section 611. Severability.** If any of these Covenants shall be held invalid or become unenforceable, the other Covenants shall not be affected or impaired but shall remain in full force and effect.

**Section 612. Action in Writing.** Notices, approval, consents, applications and other action provided for or contemplated by these Covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval consents, application or other action.

**Section 613. Notices.** Any writing in Section 612, including but not limited to any communication from the Approving Authority to an Owners, shall be sufficiently served if delivered by mail or otherwise:

- a) To the dwelling situated on the Lot owned by that Owners; or
- b) If there is no dwelling, then to the address furnished by the Owners to the Approving Authority; and if the Owners has not furnished an address, then to the most recent address of which the Approving Authority has a record.

**Section 614. Declarant's Right to Amend.** Notwithstanding any provision herein to the contrary, Declarant specifically reserves the right to amend or change, in whole or in part, any or all of these covenants at any time prior to the recording of these covenants.

**IN WITNESS WHEREOF,** the Declarant has executed this Declaration this 3rd day of June, 1999.

**DAWSON RANCH, LLC**  
a Colorado Limited Liability Company

BY: Edward J. Tezak, Jr., Manager  
Declarant