

**AMENDED DECLARATION OF PROTECTIVE COVENANTS  
FOR SPRING CREEK RANCH SUBDIVISION - 2016**

This Amended Declaration of Protective Covenants For Spring Creek Ranch Subdivision (“Declaration”), dated the 1st day of May, 2016 is hereby adopted for the real property described as Spring Creek Ranch Subdivision, Jefferson County, Colorado as follows:

**RECITALS**

The undersigned being more than seventy-five percent of the owners of parcels of land in the Spring Creek Ranch (“the Subdivision”), a subdivision located in Jefferson County, Colorado pursuant to that Plat recorded in Plat Book 31 at Page 2 (“the Plat”), do hereby establish this Declaration of the covenants and restrictions set forth hereinafter, which shall hereafter be applicable to all numbered lots (“Lots”) in said subdivision according to the Plat, for the following purposes: To insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to prevent the construction of improper or unsuitable improvements; to encourage and secure the erection of attractive dwellings thereon; to protect and maintain the beauty and natural resources of Spring Creek Ranch; and in general to provide adequately for the improvements of said property.

**ARTICLE I**

**1.1. Definitions and other rules.** The following definitions and rules shall apply to the provisions of these Covenants:

(1) “Association” refers to the Spring Creek Ranch Homeowners Association, Inc. and includes any successor to such association. The “Association” was also previously known as the “SCRHA”.

(2) “CIC” refers to the common interest community for the Subdivision.

(3) “Common Ground” refers to the real property within the Subdivision including parcel A and adjacent easements conveyed to the Association and includes the term “Limited Common Area” as used in paragraph 1.3 and the term “Common elements” as defined in the Colorado Common Interest Ownership Act, section 38-33.3-103.

(4) “Community” refers to the CIC and includes the owners as a group exercising the powers vested in them by these Covenants.

(5) “Covenants” refers to this agreement which constitutes the Amended Declaration of Protective Covenants for Spring Creek Ranch Subdivision, 2016.

(6) Definitions of words used in these Covenants shall apply as required by such definitions unless the context, in which the word is used, requires otherwise.

(7) Genders of words used in these Covenants shall include the other genders unless the context, in which the word is used, requires otherwise.

(8) Headings and any paragraph titles are for ease of reference only.

(9) "Lot" refers to a lot in the Subdivision.

(10) "Owners" refers to the owners of the Lots.

(11) Paragraph and subparagraph and Article references are to the corresponding provisions of these Covenants.

(12) Singular words include the plural and plural words include the singular unless the context, in which the word is used, requires otherwise.

(13) "Recorded" means recorded with the Office of the Clerk and Recorder, Jefferson County, Colorado and the office of the Colorado Secretary of State if required by state statute.

(14) "Rules" include regulations and shall only address administrative and procedural issues as authorized in paragraph 1.8 (2).

(15) "Subdivision" refers to the Spring Creek Ranch Subdivision, Jefferson County, Colorado.

**1.2. Definitions in the Act.** Other words, as defined in the Colorado Common Interest Ownership Act, section 38-33-3-103, shall have the same definitions when such words are used in these Covenants.

**1.3. Establishment of the Association.** The Spring Creek Ranch Homeowners' Association, Inc., a Colorado not for profit corporation established on August 12, 1981 ("SCRHA"), also referred to as the "Association", is hereby expressly vested with the right, duty, authority and standing to enforce these Protective Covenants, including but not limited to, the institution and maintenance of any action to compel the compliance with these Protective Covenants. The Association, as owner of the recreational lake, thereto within the Subdivision ("the Limited Common Areas"), also known as the Common Ground, is also authorized and directed to exercise all of the rights and obligations appurtenant to the ownership of said Limited Common Areas, as described in the Plat.

**1.4. General limitation on purposes and powers.** The purposes and powers of the Association and the CIC shall include the maintenance, operation, repair and improvement to the Common Ground and any signs placed in the Subdivision. The Association and the CIC shall not have, and may not exercise, any powers except to the extent that such powers are conferred upon them by these Covenants.

**1.5. Covenant Enforcement.** The owners reserve the power to collectively enforce the Covenants on behalf of the community and to commence, defend, intervene and otherwise maintain an action or actions for that purpose by vote of the owners of at least seventy-five percent of the Lots, which consists of a vote of at least 43 Lots. To encourage neighborly relations, owners should make an effort to inform other owners of apparent Covenant violations,

and, if possible, to assist them with compliance efforts. Covenant enforcement procedure is provided for in paragraphs 5.2. and 5.3. Owners may also individually commence an action to enforce the Covenants. However, in such a case, no legal fees or expenses can be paid by the Association.

**1.6. Voting on matters reserved to owners.** (1) One vote is allocated to the owners of each Lot in all matters to be decided or otherwise acted upon by vote of the owners. An owner may vote and act in all such matters by proxy duly authorized in writing signed by such owner. The right to vote or otherwise act as an owner, including the right to vote and act by proxy, may not be suspended or otherwise limited except as provided for in paragraph 1.23.

(2) As used in these Covenants “by vote of the owners” means the affirmative vote or act of the owners of a majority of the Lots, which shall consist of a vote of at least 29 Lots. However, a smaller number of Lots is required for a quorum and to transact certain limited business and larger numbers of Lots are required for votes on the matters specified in paragraphs 1.7 (1)(b) and 1.7 (1)(c).

(3) The owners shall have the sole power, exercisable by vote of the owners, to appoint and remove the Association’s officers and directors and the members of the Architectural and Land Use Committee and to adopt and amend its Bylaws.

**1.7. Quorum and majority for transaction of business.** (1) A quorum for a meeting and for the transaction of routine business not specifically enumerated in the subparagraphs herein to be transacted at the annual meeting or special meeting shall be the owners of at least twenty-one (21) Lots. Such owners may be present in person or represented by proxy as provided for in paragraph 1.23. If a quorum is present, business may be transacted by vote of a majority of the owners who are present or represented by proxy. However, more than a majority of the owners who are present shall be required for the following:

(a) A “majority vote” or a “vote of the owners”, which consists of a vote of at least 29 Lots, is required to adopt rules as provided for in paragraph 1.8, appoint officers and directors as provided for in paragraph 1.14, adopt an annual budget as provided for in paragraph 1.18, make assessments as provided for in paragraph 1.20, incur any obligation for or pay for any legal services as provided for in paragraph 1.21, appoint members of the Architecture and Land Use Committee as provided for in paragraph 1.26, and amend these Covenants as provided for in paragraph 5.10.

(b) A “sixty-seven percent vote” of owners, which consists of a vote of at least 38 Lots, is required to amend these Covenants to increase restrictions or obligations against Lots as specified in paragraph 5.11.

(c) A “seventy-five percent vote” of owners, which consists of a vote of at least 43 Lots, is required to collectively enforce Covenants as specified in paragraphs 1.5 and 5.3.

(2) In addition, if a quorum is present, a majority of the owners present may refer any vote required by subparagraph (1) of this paragraph 1.7 to the entire membership for a vote by electronic means or by mail ballot in accordance with paragraph 1.23.

(3) The number of votes required for certain matters is summarized as follows:

(a) A quorum to conduct meetings requires 21 Lots.

(b) A majority of a quorum is required to transact routine business such as approving signage or taking administrative actions. For example, if 21 Lots are present at a meeting, the number of votes required for any action is 11 Lots. However, the specific actions listed in (c), (d), and (e) below would require more votes than a majority of the quorum.

(c) A majority of the Lots - 29 votes - is required to: a) adopt any Rules; b) appoint officers, directors, and members of the Architecture and Land Use Committee; c) adopt a budget; d) make assessments; e) incur any legal expenses; and f) amend the Covenants. However, more votes are required if an amendment to the Covenants would increase restrictions on or obligations against the Lots.

(d) A vote of 67% of the Lots - 38 Lots - is required to amend the Covenants to increase restrictions on or obligations against the Lots.

(e) A vote of 75% of the Lots - 43 Lots - is required to collectively enforce the Covenants.

**1.8. Rules adopted by the owners.** (1) The owners shall have the sole power by vote of the owners, which vote consists of at least 29 Lots, to adopt and amend rules relating to the right to the use of the Common Ground, these Covenants, the Association, or the Community. As used in these Covenants, "rules adopted by the owners" refers to rules so adopted or amended. The provisions of these Covenants shall control over the rules adopted by the owners to the extent of any conflict with the provisions of these Covenants.

(2) These rules shall be applied subject to the definitions and other provisions of these Covenants. Any such rules shall relate only to minor administrative and procedural issues that are not otherwise specifically addressed in these Covenants and that arise subsequent to the adoption of these Covenants.

**1.9. Rights in the Association.** The rights of membership in the Association shall be allocated and held by the owners as part of their interest in the Common Ground subject to subparagraph 1.10 (2). There shall be only one class of membership and no persons other than owners may be members except in an honorary sense and without any vote or other rights in the Association. Membership is also subject to the provisions of paragraph 2.1.

**1.10. Ownership of Common Ground and Association property.** (1) The Association shall hold the Common Ground in trust and subject to these Covenants so as to preserve the dedication of the Common Ground by the recorded plat and map of the subdivision for the benefit of the owners. The Association shall similarly hold its other property and funds.

(2) The owners of each Lot are allocated an undivided fractional interest (one over fifty-seven) in the Common Ground, such interest shall be tied to such Lot as provided by the Colorado Common Interest Ownership Act, section 38-33-3-105, and held by the owners of such Lot subject to these Covenants.

(3) The fractional interest of owners is derived from the original Plats and other documents that established the Spring Creek Ranch Subdivision and as such it creates rights in the use of the Common Ground and obligations for its maintenance, insurance, and related expenses. These obligations are required by law to be shared among all of the owners in the Subdivision. For these reasons, the Association shall be required to make assessments to fulfill these obligations and assure that the costs are shared equally by all owners as required in paragraphs 1.19 and 1.20.

**1.11. Use of Common Ground.** (1) Owners shall have the right to make reasonable use of the Common Ground subject only to these Covenants and any rules adopted by the owners.

(2) The right of a member to use the Common Ground may be suspended as provided in such Covenants and any rules for serious or continuing violations of such Covenants and rules or failure to pay assessments. Suspensions for nonpayment shall continue for only so long as such amounts are unpaid

(3) The Association may not impose any fees or other charges upon the owners for their reasonable use of the Common Ground in addition to the assessments.

(4) Reasonable use may also be made of the Common Ground by immediate family members of owners and by lessees of owners. Such use by immediate family members and lessees shall be made pursuant to the restrictions provided for in paragraph 4.10.

**1.12. Powers Reserved.** The owners of the Lots in Spring Creek Ranch Subdivision have reserved the power to appoint and remove the officers, directors and members of the Architecture and Land Use Committee and to adopt and amend rules and any Bylaws.

**1.13. Community Concerns.** Individual owners may, in the best interests of the community, consider and take action on a voluntary basis on matters of community concern.

**1.14. Management of the Association.** (1) The business and affairs of the SCRHA, the Association, shall be conducted and managed by a Board of Directors (“the Board”), and the Association’s officers in accordance with the Articles of Incorporation and Bylaws of the Association. Meetings of the members of the Association shall be held at least once each year. Not less than ten nor more than fifty days in advance of any meeting, the Secretary or another officer of the Association shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Lot or to such other address designated in writing by the parcel owner. In addition, such notice may be provided to an email address designated in writing by the parcel owner.

(2) **Officers.** The officers shall consist of a president, vice president, secretary and treasurer. The officers shall have the customary functions of their positions. The vice president shall act in the place of the president when the president is not available to act. The officers shall be appointed by a vote of the members, which shall consist of a vote of at least 29 Lots.

(3) **Directors.** The directors shall consist of the four officers and a director at-large who shall together, as a board of directors, by vote of a majority, manage the affairs of the Association and the Common Ground and supervise the officers. The director at large shall be appointed by a vote of the members, which shall consist of a vote of at least 29 Lots.

(4) **Vacancies.** By a vote of a majority of the board, the directors shall fill any vacancy in officers, directors, or members of the Architecture and Land Use Committee if such a vacancy occurs after appointment at an annual meeting.

1.15. **Duties of officers and directors to the owners.** The officers and directors of the Association shall have the following duties to the owners and members and to the Association: (1) to act in good faith, (2) to act in compliance with the law, these Covenants, rules adopted by the owners and the Bylaws adopted by vote of the owners, (3) to deal fairly with the Association and owners, (4) to use ordinary care and prudence in performing their functions, (5) to provide every owner with reasonable access to information about the Common Grounds, the Association and its financial and legal affairs.

1.16. **Annual meeting and terms.** The owners shall hold an annual meeting on the second Sunday in July at 1:00 p.m. at the Common Ground or at such other time and place as designated by the president. The appointment of officers and directors shall be for one year until the next annual meeting, or if later, the appointment of their respective successors.

1.17. **Special Meetings.** Special meetings of the members may be called by a majority of the directors or by the owners of any fifteen Lots. The directors or owners calling the meeting shall give at least two weeks notice of the time, place and purpose of the meeting by mail addressed to the last known address for the owners of each Lot. The quorum and majority shall be the same as provided for in paragraph 1.7. In addition, such notice may be provided to an email address designated in writing by the parcel owner.

1.18. **Annual Budget.** (1) The Board shall annually propose a budget for the Association and present it to the owners at the annual meeting. The budget shall be established by a vote of the owners, which shall consist of a vote of at least 29 Lots. The budget shall be deemed ratified unless a majority of all owners reject the budget at the annual meeting. In the event the proposed budget is rejected, the periodic budget last ratified by the owners shall be continued until the owners ratify a subsequent budget proposed by the Board.

(2) No obligations shall be incurred or payments made by the Association except in accordance with a budget adopted by vote of the owners.

1.19. **Assessments for Common Expenses.** Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Association. Each Lot shall be assessed in an amount equal to all other Lots. Payment of the assessments by the owner(s) of any Lot shall be mandatory; however, if the owner(s) of any Lot shall fail to make payment of the assessment for common expenses, said owner(s) right to use of all or any portion of the Common Ground shall be suspended until such time as all assessments on said owner(s) Lot have been paid in full.

1.20. **Assessment authority and limitations.** (1) Assessments may be made for necessary expenses for the operation of the Association and for the maintenance, property casualty and owner liability insurance and other expenses of the Common Ground and signage or other costs applicable to the common ownership interests of the Subdivision for the year 2017 and each of the years thereafter by vote of the owners, which shall consist of a vote of at least 29 Lots.

(2) The annual assessments may not exceed \$50 per year for each lot. The \$50 limitation may be adjusted for years after the year 2017 to cover (a) any increase in necessary expenses for the operation of the Association, (b) any increase in the cost of the property casualty and owners liability insurance for the Common Ground, (c) a reasonable cost of living increase with respect to the other expenses of the common ground and (d) to make up for any net increase in the principal balance due on unpaid assessments for prior years. Such cost of living increase shall be determined on the basis of the United States Department of Labor Statistics for the Denver area.

(3) Reasonable interest may be charged and a reasonable late payment fee on the past due balance for a year may be determined and assessed by the Board.

(4) To assure that all owners are treated fairly and that everyone fulfills their obligations relating to their undivided fractional interest in the Common Ground, If an owner does not pay the assessment, the Board shall be required to file the statutory lien set forth in Colorado statute 38-33.3- 316. Any such lien shall only be filed after the expiration of five years from the date of the initial failure to make an assessment and shall include any assessments that have not been made for the entire five-year period.

**1.21. Legal fees and expenses.** Neither the Association nor the CIC may incur any obligation for or pay for any legal services or expenses except (a) by vote of the owners, which shall consist of a vote of at least 29 Lots, approving the amount and purpose of the particular services or expenses to be incurred or paid, or (b) as provided for legal services and other legal expenses each year as a line item in the annual budget to be approved as provided in paragraph 1.18.

**1.22. Mandatory dues, fines and other charges prohibited.** Except as otherwise provided in paragraph 1.20, 1.21, or 5.3 for necessary expenses or for common-ground assessments, interest and late fees as specified in such paragraph, neither the Association or the CIC may impose, levy or otherwise recover any assessments, fines, penalties, fees, costs, lawyer fees, expenses or other charges from any owner. However, the Association may receive voluntary dues and contributions.

**1.23 Voting and Proxies.** (1) Each Lot shall be entitled to one vote in all votes conducted by the Association. If only one of the multiple owners of a Lot is present at a meeting of the Association, the owner is entitled to the vote allocated to the Lot. If more than one of the multiple owners are present, the vote allocated to that Lot shall be cast only in accordance with the agreement of a majority in interest of the owners. A trust may vote through its trustee(s) and a corporation may similarly vote through a duly-designated representative. The vote allocated to a Lot may be cast pursuant to a proxy duly executed by a Lot owner. An owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the association or by attending the meeting and voting. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven months after its date, unless it provides otherwise. A proxy is presumed to be valid if it specifies the specific meeting and the issue or appointment for which the owner is authorizing the use of the proxy on his or her behalf. A copy of each proxy shall be provided to the president at the meeting for which the proxy applies and shall be made a part of the record of the meeting. However, each member is encouraged to make every effort to attend meetings and to express his or her views by personal vote.

(2) In addition, members are hereby authorized to vote by electronic means or by mail. Rules may be adopted by the members pursuant to paragraph 1.8 to specify the issues for which such voting may be used and the manner and form for their use. If determined feasible, such rules may specifically include their use for the purpose of appointing the Architecture and Land Use Committee, the officers, and the board of directors at annual meetings.

1.24. **Insurance.** The Association shall make reasonable efforts to procure commercial general liability insurance against claims and liabilities arising in conjunction with the ownership, existence, use, or management of the Common Grounds in such amounts as are deemed sufficient in the judgment of the Board; such insurance shall also insure the Board, the Association and all persons acting as its agent; the Lot owners shall be named as additional insured, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Grounds. The insurance shall cover claims of one or more insured parties against other insured parties.

1.25. **Limited liability for owners.** The owners in the collective exercise of the powers vested in them under these Covenants or other covenants shall constitute an unincorporated group of individuals associated for a common nonprofit purpose under the provisions of the Uniform Unincorporated Nonprofit Association Act.

1.26. **Architecture and Land Use Committee.** (1) The Association shall establish an Architecture and Land Use Committee to enforce the limitations and restrictions relating to construction as set forth in Article III and paragraphs 4.1 and 4.2 of Article IV hereinafter, The Architecture and Land Use Committee shall consist of the President of the Board and 3 other persons to be appointed annually by a vote of the members, which shall consist of a vote of at least 29 Lots. No change in the use, structure, operation or type of occupancy of any Lot or any of the improvements thereon may be made without the prior written approval of the Architecture and Land Use Committee. No structure required to be permitted by Jefferson County of any kind or nature, permanent or temporary, may be erected without the prior written approval of the Architecture and Land Use Committee. All construction plans must be submitted to the Architecture and Land Use Committee a minimum of sixty days before construction begins. The Architecture and Land Use Committee shall respond to any such proposed plans within fourteen days of receipt of said plans. Matters in dispute between homeowners and the Architecture and Land Use Committee will shall be submitted to the Board and shall be responded to by the Board within 30 days.

(2) The members of the Architecture and Land Use Committee may be continued from year to year by a vote of the members, which shall consist of a vote of at least 29 Lots.

(3) The members of such committee may be removed by vote of the owners.

(4) A designated member of the Committee shall prepare a summary of all meetings of the Committee and submit the summary to the Board at least annually.

(5) No member of the Committee or of the Board is authorized to inspect or otherwise enter a Lot for purposes of assuring compliance with any limitations or restrictions relating to construction or with any other provision of these Covenants. However, any Committee or Board member may enter a Lot at the request of an owner.

## ARTICLE II

**2.1. Membership in Association.** All owners of Lots in the Subdivision shall be eligible for membership in the Association. No Lot may be subdivided, and any purported conveyance or transfer of less than one hundred percent (100%) of a Lot shall be void and unenforceable. The transfer or conveyance of a Lot shall automatically transfer membership in the Association to the grantee or transferee.

## ARTICLE III

**Architectural Section** - The following restrictions shall apply to all lots in the subdivision:

3.1. (1) All Lots shall be for residential use only, with one single-family dwelling permitted on any Lot. A separate guest house, living quarters, garage, workshop or barn will be allowed if said structure is in compliance with Jefferson County Zoning Regulations.

(2) The number of such separate, detached buildings or structures to be permitted for any lot may not exceed two.

(3) Such residential use is limited to Home Occupations as specified in paragraphs 4.4. and 4.10.

3.2. No dwelling shall be erected or placed on any lot in this subdivision unless said dwelling has more than 1500 square feet, exclusive of porches or garages. However, the ground floor area may be 900 square feet for residences of more than one story providing the total finished living space floor area, exclusive of porches, basements and garages, is not less than 1500 square feet. Any basic structure designed to have additions in the future must meet the minimum square foot requirement at the time of the original construction.

3.3. All out-buildings, either permanent or temporary, must be compatible with the dwelling and other buildings on the Lot, and in compliance with Jefferson County Zoning Regulations.

3.4. All residential dwelling construction shall be on permanent solid perimeter foundations or meet county and state approved requirements for foundations. Factory built/modular living structures will only be permitted after careful review by the Architecture and Land Use Committee to insure such structures are sited not to impact other homes and are built of an architectural style and quality of construction that is compatible with existing homes. Generally, log homes are not considered factory built or modular homes whereas log sided homes may be. Any non-residential structure must have permanent footings. All buildings must have outside finish completed within a six-month period after construction is started. The Architectural and Land Use Committee may grant extensions of this period for a length of time not to exceed Jefferson County Regulations. Such extensions may not be unreasonably withheld.

## ARTICLE IV

**General Restrictions** - The following restrictions shall apply to all lots in the subdivision:

4.1. After a construction proposal has been approved by the Architecture and Land Use Committee, a construction mobile home may be used as a temporary dwelling for a period of six months from the date construction begins. The Architecture and Land Use Committee may grant extensions for a period of time not to exceed Jefferson County Regulations. Such extensions may not be unreasonably withheld. No other structures may be used as a dwelling, either temporarily or permanently.

4.2. Open storage of building materials will be permitted during construction only, for a period of time not to exceed six months. The Architecture and Land Use Committee may grant extensions for a period of time not to exceed Jefferson County Regulations. Such extensions may not be unreasonably withheld.

4.3. No nuisance shall be allowed upon any lot or the Common Ground, nor shall any activity be permitted which constitutes a nuisance or annoyance to the Association or to other lot owners or which interferes with their peaceful use or enjoyment of their Lot or any element of the Common Ground. Any frequently recurring noise, i.e.: frequently barking dogs, which can be heard by adjacent or nearby property owners shall be subject to abatement at the request or action by such adjacent or nearby property owners or the Association.

4.4. (1) No Lot shall be used for any business or commercial purposes other than Home Occupations which shall be subject to the following provisions: (a) Any occupational use must be located exclusively within the dwelling used by such person as his or her home and no external evidence thereof shall be permitted, (b) Only one assistant not a resident of the premises may be employed at any one time, (c) Such Home Occupations may be engaged in by the occupant only, and (d) Home Occupations may be engaged in only if not detrimental to other property owners and if permitted by the Jefferson County Zoning Code.

(2) Home Occupations do not include: (a) The operation of any kind of a Bed and Breakfast or short-term rental or the providing of any kind of periodic lodging in exchange for money or other consideration; or (b) Any other business activity that violates the provisions of subparagraph (1) or that results in the presence of multiple persons or vehicles at an owner's property. However, an owner may lease his/her residence for a "long term tenancy" if such tenancy is based on a written lease entered into for a specified period of time that is for one month or longer, and such lease is not entered into for the purpose of creating or facilitating any form of a short-term rental or any other kind of paid lodging or bed and breakfast type of business.

4.5. No litter or trash shall be permitted to accumulate on any lot nor shall be deposited or accumulated on any of the Common Ground.

4.6. No inoperative automobile or other vehicles or machinery without valid license plates shall be present on any lot for longer than twenty days unless stored in a garage or similar conforming structure. No commercial vehicle or equipment shall be kept, maintained, or stored upon any lot, road or private drive in such manner that such vehicle or equipment is visible from neighboring properties or public roads. The provisions of this paragraph shall not apply to construction equipment or to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any dwelling or other improvement permitted by these Covenants.

4.7. All tanks used for storage of gas, fuel, oil, water, etc., must be concealed from view from adjoining lots or roads. Open tanks used for the purpose of providing water for livestock to drink from do not have to be concealed.

4.8. No more than four livestock animals shall be allowed on any lot. Of the four livestock, only two may be other than equine. All livestock shall be corralled, fed and maintained so as to prevent any erosion, overgrazing, or other damage to land. Barns or corrals shall be located at least fifty feet away from any stream and shall be maintained so as not to create a nuisance to any adjoining landowner. Household pets must be kept at all times within the property lines of the lot to which they belong unless accompanied by and under the control of the owner or the owner's representative. Landowners should be aware there are differing types of water permits.

4.9. No firearms shall be discharged within the subdivision, except in the defense of person and/or property, as legally defined.

4.10. In the event that any Lot owner causes or permits a long term tenancy (rental) to exist with respect to the Lot or Lots owned, said owner shall require all tenants to comply with these Covenants and said owner shall be subject to any action necessary to compel compliance with these Covenants. In addition, if any Lot owner allows immediate family members or tenants to use the Common Ground, the owner shall require such family members or tenants to refrain from engaging in any conduct that constitutes a nuisance to neighbors of the Common Ground as prohibited in paragraph 4.3 or that violates any other rules or provisions of these Covenants. If such family members or tenants engage in such conduct or violate such rules or Covenants, the Association may temporarily suspend such use by the owner's family members or by the owner's lessees. In addition, in such cases, the use of the Common Ground by that owner may also be temporarily suspended. If such use by immediate family members or tenants results in an increase in the insurance rates paid under paragraph 1.24, the increased rate may be allocated to that owner by the Association.

## ARTICLE V

5.1. **Covenants Run With The Land.** These Covenants shall run with the land and shall bind all persons claiming any interest of any kind or nature in any Lot. Subject to C.R.S. section 38-33.3-217, this Declaration and these Covenants may be terminated at any time by the written agreement of the owners of at least sixty-seven percent of the Lots duly recorded in the Office of the County Clerk and Recorder of Jefferson County, Colorado. This Declaration shall be construed in accordance with the Laws of the State of Colorado.

5.2. **Procedures For Reporting Violations.** Any person who wishes to report a possible covenant violation to the Association shall do so in writing, signed by the person(s) filing such complaint. In the event the complaint involves a member of the Board, that Board member shall be recused from any and all deliberations regarding the matter.

5.3. **Covenant Enforcement and Arbitration.** In the event that the Board determines that the owner of any Lot is in violation of any of these Covenants, the Board may initiate informal discussions with the owner to try and assist the owner in complying with the specified provisions of the Covenants. If these efforts are not initiated or are unsuccessful, the Board shall give notice thereof in writing to all owners of that Lot, who shall then have 30 days to correct the violation. If the violation is not corrected, the Board shall submit the matter to a vote of the

members of the Association for enforcement. If the owners of seventy-five percent of the Lots, which consists of a vote of at least 43 Lots, agree that the Covenants should be enforced, the Board shall be authorized to pay for and initiate mediation, binding arbitration, or an action in an appropriate court for injunctive, declaratory, or equitable relief. Prior to or subsequent to the filing of a court action, the parties may mutually agree to submit the violation to mediation or binding arbitration. If the parties mutually agree to submit the violation to binding arbitration, the arbitration shall be conducted in accordance with the American Arbitration Association's (AAA's) then-existing rules. The Association, on one hand, and the collective owners of said Lot, on the other hand, shall each designate an arbitrator within 10 days of such notice. The two arbitrators shall designate a third arbitrator. If the two arbitrators are unable to agree on a third arbitrator, the AAA shall designate a third arbitrator. The arbitrators and the parties shall schedule an arbitration hearing at which time the parties may present such evidence as they wish. The decision of a majority of the arbitrators shall be final, and judgment may be rendered thereon by the District Court, Jefferson County, Colorado, or any other court having jurisdiction. The Association shall have any mediation or arbitration costs and legal fees and expenses incurred pursuant to this paragraph paid as a necessary expense in accordance with paragraph 1.18 and 1.21 without the need for an additional vote.

5.4. **Headers.** Headers are included in these Covenants for convenience only and shall not be deemed to define, describe or limit the application or scope of the Covenants.

5.5. **Severability.** (1) The provisions of these Covenants shall be deemed to be severable and independent. The invalidity of one or more of the provisions hereof, or any portion thereof, by judgment arbitration award, court order or decree shall in no way effect the validity of enforceability of any of the other provisions hereof, which provisions shall remain in full force and effect.

(2) If any provision of these Covenants or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of such provisions which can be given effect without the invalid provision or appellation, and to this end, the provisions of this charter are severable.

5.6. **Conflict in Documents.** In the event of any conflict between these Covenants and the Articles of Incorporation and/or the Bylaws of the Association, then these Covenants shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, then the Articles of Incorporation shall control.

5.7. **Waiver.** No waiver by the Association or by an owner of any violation of these Covenants or the Articles of Incorporation or Bylaws or of any Rules, shall prejudice or abridge the Association's or an individual owner's right to enforce said provisions thereafter.

5.8. **Effect of these Covenants.** (1) Subject to paragraph 5.9, these Covenants amend the provisions of the restated covenants, entitled "Amended Declaration of Protective Covenants for Spring Creek Ranch Subdivision and recorded on March 26, 2002 with reception number F1450291, the Charter for the Spring Creek Ranch Community dated July 2, 2004, recorded on July 2, 2004 with reception number F2055128, the amendment to Section 3.1 of Article III as certified on July 12, 2007, and any and all other prior Covenants, amendments to Covenants, or Rules affecting the Subdivision, the SCRHA, the Association, the CIC, and the Lots and Common Ground. These Covenants shall operate to amend such other Charter, Rules, and

Covenants and take effect as such an amendment without any formalities other than certification and being recorded as provided in paragraph 5.12.

(2) These Covenants shall run with the land and shall bind and inure to the benefit of all of the owners and their heirs, successors and assigns.

**5.9 Coordination among documents.** These Covenants shall supersede and control over any other Covenants (including the most recent restated Covenants and the earlier covenants referred to in subparagraph 5.8 (1) and over the Bylaws of the Association to the extent of any conflict with these Covenants.

**5.10 Amendment of Covenants.** Except as otherwise provided in paragraph 5.11, Covenants may be adopted and amended by vote of the owners of a majority of the lots, which shall consist of a vote of at least 29 Lots.

**5.11. Sixty-seven percent vote.** (1) Except as otherwise provided in subparagraph (2) of this paragraph, these Covenants may be amended only by a vote of the owners of sixty-seven percent of the Lots, which consists of a vote of at least 38 Lots, so as to increase restrictions on or obligations against the Lots.

(2) The owners of a majority of the Lots may adopt and amend Covenants and rules and take other action regarding the reasonable regulation of the use of the Common Ground by owners and setting of assessments, interest and late fees as contemplated and limited by the provisions of these Covenants.

**5.12 Certification and recording.** (1) The provisions of amendments to these Covenants as adopted or amended shall be set forth in an instrument certified by two officers or representatives appointed by vote of the owners. Such certification shall state that the provisions set forth were adopted or amended by the owners of such majority of the Lots as required by these Covenants.

(2) As so certified, the instrument setting forth one or more of provisions so certified shall be prima facie evidence of such provisions, their adoption by a vote of the owners of the required number of Lots and the other facts set forth in an instrument so certified shall take effect when such instrument is recorded.

**5.13. Amendment to Articles of Incorporation and Bylaws.** The owners hereby also approve the amendment of the Articles of Incorporation of the Spring Creek Homeowners Association, Inc. and its Bylaws to conform to these Covenants and direct the Board to prepare and certify the specific language necessary for such purpose and to submit it to the Secretary of State, or other recording official, as required by applicable statutes. Such specific language shall delete reference to the 2004 Charter and shall state that these Covenants constitute the complete governing documents for the subdivision and shall also constitute the Bylaws for the Spring Creek Ranch Homeowners Association, Inc., as of the date of such certification.

Certificate of the Representatives of the  
Spring Creek Ranch Property Owners

\_\_\_\_\_ and  
Kathleen McIntosh

\_\_\_\_\_  
Lance Verburg

Kathleen McIntosh, President, and Lance Verburg, Lot owner, have signed above as the appointed representatives of the owners of 39 Lots, which Lots constitute more than sixty-seven percent of the Lots in the Spring Creek Ranch Subdivision, Jefferson County, Colorado, and do certify as follows: that they were so appointed: that the owners of 39 Lots, which constitutes more than sixty-seven percent of the Lots, duly adopted the foregoing agreement and Covenants.

Given this May 1, 2016 at Spring Creek Ranch, Jefferson County, Colorado

In witness whereof, the undersigned as Vice President of Spring Creek Homeowners Association, Inc. has executed this Amended Declaration of Protective Covenants For Spring Creek Ranch Subdivision this May 1, 2016.

SPRING CREEK HOMEOWNERS ASSOCIATION,  
INC.

By \_\_\_\_\_  
Charles Pike, Vice President