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PROTECTIVE COVENANTS FOR
CERTAIN PROPERTY LOCATED WITHIN
WOODMEN HILLS FILING NOS. 9, 9B, 9C AND 9D

WHEREAS, RICHMOND AMERICAN HOMES OF COLORADO, INC., a Delaware corporation ("Declarant") is the owner of the following described real property (the "Richmond Property") situate in the County of El Paso, State of Colorado, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Falcon Properties and Investments, LLP, a Colorado limited liability partnership ("Falcon") is the owner of the following described real property (the "Falcon Property") situate in the County of El Paso, State of Colorado, and more particularly described on Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, Falcon has consented to these Protective Covenants with respect to the Falcon Property and the Richmond Property (collectively, the "Property"); and

WHEREAS, Declarant and Falcon desire to maintain the Property as a first class and quality residential community.

NOW, THEREFORE, Declarant, with the consent of Falcon, does for itself, its grantees, successors and assigns hereby declare, impose and establish conditions and protective covenants with respect to the Property as follows:

LAND USE AND BUILDING TYPE: No lot located on the Property ("Building Site") and shown on the recorded plat of the Property (the "Plat") shall be used except for residential purposes or, initially, for model homes. No building shall be erected, altered or placed or permitted to remain upon any Building Site other than detached single family dwellings not to exceed two (2) stories, excluding buildings with garden levels and walkout basements. Not more than one (1) single family dwelling ("Dwelling") shall be constructed on any one (1) Building Site. Off street parking shall be provided as follows: Each Dwelling shall include a fully-enclosed garage for at least one (1) car and one additional parking space in an off-street driveway, or such equivalent garage arrangements as may be approved by the Committee. All driveways must be constructed of concrete or similar material. No dirt, gravel or asphalt driveways shall be permitted on the Property subject to these Protective Covenants. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, INCLUDING, BUT NOT LIMITED TO THE CONTENTS OF EXHIBIT A AND EXHIBIT B, THESE PROTECTIVE COVENANTS SHALL ONLY BE APPLICABLE TO AND ENCUMBER THOSE LOTS WITHIN THE RECORDED PLAT WHICH ARE ZONED AND PLATTED AS SINGLE FAMILY RESIDENTIAL BUILDING SITES AND ANY PRIVATE STREETS OR ROADWAYS ADJACENT THERETO. THESE PROTECTIVE COVENANTS SHALL NOT APPLY TO ANY TRACTS OR OTHER PROPERTIES WHICH ARE INCLUDED

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IN THE RECORDED PLAT AND WHICH ARE NOT ZONED, PLATTED AND INTENDED FOR USE AS SINGLE FAMILY RESIDENTIAL BUILDING SITES

DISTRICT: The term "District" shall mean and refer to the Woodmen Hills Metropolitan District.

1. DEVELOPMENT PLAN: The Property is subject to an overall Development Plan and Sketch Plan that have been approved by the Board of County Commissioners of El Paso County, Colorado. The Development Plan and Sketch Plan describe a general proposal for the future development of the Property, are not meant to be exact and may be subject to modification. By accepting a Deed to any portion of the Property, the Owner acknowledges that he, she or it is aware of and accepts the restrictions and provisions of the Development Plan and Sketch Plan, and consents to modification of the Development Plan and Sketch Plan, so long as such modification does not substantially increase the overall density as shown on the original Development Plan and Sketch Plan, and so long as such modification does not materially affect the use of the Owner's Building Site.

2. SPECIAL DISTRICT: Each Owner of a Building Site acknowledges and agrees that the Property is located within the boundaries of the District. The District supplies various municipal and recreational services to the Property, and each Building Site within the Property is subject to the ordinances, regulations, rules, and various fees, charges and liens now in force or which may be adopted by the District in the future.

3. ARCHITECTURAL CONTROL:

(a) No building, fence, wall, solar panels and associated equipment, mailbox or other structure (collectively "Improvements") shall be erected, placed or altered on any Building Site until the construction plans and specifications showing the kind, shape, height, materials, floor plans, exterior color scheme, a finish grade elevation of the Improvements, a landscaping and grading plan and a plot plan with the location of the Improvements (collectively "Plans and Specifications") have been submitted to and approved in writing by the Architectural Control Committee as to the quality and location of any such Improvements with respect to designated Building Site lines, and the effect of such Improvements on the outlook from adjacent neighboring Building Sites. Further, no modification or reconstruction involving any Improvements may be undertaken without the prior written approval of the Architectural Control Committee (the "Committee").

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(b) The Committee shall consist of three (3) persons. The following persons are hereby designated as the initial members of the Committee:

N. Jeffrey Rainey
Richmond American Homes of
Colorado, Inc.
5353 North Union Blvd., Suite 202
Colorado Springs, Colorado 80918

Micah Victory
Richmond American Homes of
Colorado, Inc.
5353 North Union Blvd., Suite 202
Colorado Springs, Colorado 80918

Gary Lest
Richmond American Homes of
Colorado, Inc.
5353 North Union Blvd., Suite 202
Colorado Springs, Colorado 80918

Each member of the Committee shall hold office until such time as he has resigned or has been removed and his successor has been appointed by an affirmative vote of the record owners of twenty-five percent (25%) of the Building Sites within the Property subject to these Protective Covenants, with one vote per Building Site. Members of the Committee may be removed at any time with cause by a vote of the record owners of seventy-five percent (75%) of said Building Sites and the record owners of seventy-five percent (75%) of the Building Sites within the Property subject to these Protective Covenants shall have the power, through the proper execution of a written instrument to that effect, to change the membership of the Committee or to take from the Committee or restore any of its powers and responsibilities hereunder; provided, however, that until December 31, 2005, or until Declarant has conveyed all Building Sites to third party purchasers, whichever last occurs, Declarant shall have the sole right to appoint and remove the members of the Committee and to remove or restore the Committee's powers and responsibilities. Upon termination of the Declarant's rights of appointment and removal, the Declarant shall have the right to appoint successor members to the Committee without necessity of approval of the Owners. Notwithstanding the above provisions to the contrary, if there are one or two vacancies on the Committee and at least one remaining member of the Committee, the remaining Committee members may, in their discretion, appoint successor member(s) to the Committee, without the necessity of obtaining approval of the Owners

(c) Whenever in these Protective Covenants the approval of the Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvements or proposal in question and all other facts which, in its sole discretion, it deems

to be relevant. Prior to commencement of any construction of any Improvements within the Property subject to these Protective Covenants, two (2) sets of the Plans and Specifications therefor shall be submitted to the Committee. After approval or rejection of said Plans and Specifications, one (1) set of the Plans and Specifications shall be returned to the party which submitted them, and one (1) set thereof shall be retained by the Committee. Construction of Improvements may not be commenced unless and until the Committee has approved such Plans and Specifications submitted in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to these Protective Covenants within forty-five (45) days after receipt thereof; provided, however, that failure to so act within said period shall not be deemed to be the Committee's approval of the request submitted. The Committee shall approve Plans and Specifications submitted for its approval only if it deems, in its sole discretion, that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the Property subject to these Protective Covenants as a whole, and that the appearance of any Improvement affected thereby will be in harmony with the surrounding Improvements. The Committee may also, at its sole discretion, issue rules or guidelines regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The Committee may require a reasonable fee to accompany each application for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper, including without limitation, environmental impact statements. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for approval.

(d) The Committee shall meet from time to time as necessary to perform its duties hereunder, provided, however, that in its discretion, the Committee may from time to time by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and/or on behalf of the Committee. In the absence of such designation, the vote of a majority of all of the members of the Committee, or the written consent of a majority of all of the members of the Committee taken with or without a meeting, shall constitute an act of the Committee

(e) The approval or consent of the Committee to the Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or other matter subsequently or additionally submitted for approval or consent to the same for a different person.

(f) Inspection of completed work and correction of defects therein shall proceed as follows:

(i) Upon the completion of any Improvement for which approved Plans or Specifications are required under these Protective Covenants, the owner of the Building Site shall give written notice of completion to the Committee.

(ii) Within such reasonable time as the Committee may set, but not to exceed fifteen (15) days thereafter, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted, it shall notify the owner as provided herein in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the owner to remedy the same.

(iii) If, upon the expiration of forty-five (45) days from the date of such notification, the owner of the Building Site shall have failed to remedy such noncompliance, the Committee may commence an action at law or in equity to require the removal or reconstruction of the noncomplying Improvement. Owner acknowledges that an equitable remedy (i.e., specific performance or injunction) may be the only remedy available to the Committee in such case and hereby consents to it.

(g) The Committee may inspect all work in progress and give notice of noncompliance as provided in subparagraph (f) (ii) above. No further work shall be done, pending resolution of the dispute, which would hamper correction of the noncomplying item if the Committee shall find such noncompliance exists.

(h) Neither the Committee nor any member thereof shall be liable to any owner of any Building Site or to any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under these Protective Covenants unless due to the willful misconduct or bad faith of the Committee or its members, as the case may be. The Committee shall take into consideration the aesthetic aspects of architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but 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 or other codes.

4. DWELLING COST; QUALITY AND SIZE: All construction shall be new. No modular, mobile or prefabricated homes or dwelling units of any type may be placed upon or located within the Property subject to these Protective Covenants, except any that may be used by Declarant in connection with the development and sale of Building Sites and Dwellings in the Property subject to these Protective Covenants. No Dwelling shall be permitted on any Building Site at an actual builder's construction cost, excluding land costs, of less than \$40,000 00 U.S. based on cost levels prevailing as of the date these Protective Covenants are recorded, it being the intention and purpose of this provision to assure that all Dwellings shall be constructed with a quality of workmanship and materials substantially the same or better than that which can be procured at the stated minimum cost level on the date that these Protective Covenants are recorded for the minimum permitted Dwelling size. The main Dwelling, if a detached single-family home, exclusive of open porches, garages, and garden levels and walkout basements, shall not be less than 1,000 square feet for a one-story Dwelling, or less than 800 square feet for dwellings of more than one story.

5. **BUILDING LOCATION:** Building locations on the Building Sites shall be subject to the minimum building set backs shown on the Plat and as required by the County of El Paso.

6. **EASEMENTS:** Easements for the installation, repair, maintenance and replacement of utilities, television cables and drainage facilities over and across portions of the Building Sites are reserved as shown on the Plat. Within these easements, no Improvements, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, repair, maintenance and replacement of any utilities or cables or which may change the direction of flow or obstruct or retard the flow of water through the drainage channels located in the easements or through drainage channels stemming from said easements. Notwithstanding the foregoing, all easement areas located on each Building Site and all Improvements constructed thereon shall be maintained continuously by the owner of the Building Site, except for those Improvements for which a public authority or utility company is responsible.

7. **NUISANCE:** No owner of any Building Site shall suffer or permit any noxious or offensive activity to be conducted, carried on or practiced thereon or within any Dwelling or accessory building constructed thereon or otherwise use or employ such Building Site and Improvements for any purpose that will constitute an annoyance to the neighborhood or a nuisance as provided by law, or that will detract from the residential value, reasonable enjoyment and quality of the Property subject to these Protective Covenants.

8. **TEMPORARY STRUCTURES:** No portion of any Improvement shall be occupied as living quarters prior to the substantial completion of the construction of the entire Dwelling as evidenced by a temporary or final certificate of occupancy or final acceptance ("CO") therefor. All buildings must be fully completed with the CO issued within one (1) year following the commencement of work thereon. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Building Site at any time as a residence either temporarily or permanently. However, anything herein to the contrary notwithstanding, until all Dwellings within the Property subject to these Protective Covenants have been completed as evidenced by issuance of a CO with respect thereto, temporary facilities may be constructed for purposes of housing sales and construction personnel with regard to the sale and construction of such Building Sites and Dwellings within the Property subject to these Protective Covenants as long as said temporary facilities conform to applicable law and receive prior written approval from the Committee, in its sole discretion, in the manner provided in Section 3 hereof.

9. **SIGNS:** No signs of any kind shall be displayed to the public view on any Building Site except signs used by the Declarant or its authorized designees, successors and assigns to advertise the Property subject to these Protective Covenants and/or Building Sites during the construction and sales period and except that the owner of each Building Site may display one (1) sign of not more than five (5) square feet advertising such Building Site and the Improvements located thereon for sale or rent. Any other signs shall require the prior written approval of the Committee, in the Committee's sole discretion, as provided in Section 3 hereof.

10. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Building Site nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within any Building Site. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted upon any Building Site. The foregoing restriction shall not apply to any equipment or activities connected with the drilling and permanent placement of wells used to secure water.

11. LIVESTOCK AND POULTRY: No animals, livestock, pot-bellied or Vietnamese pigs, or poultry of any kind shall be raised, bred or kept on any Building Site save and except that up to three (3) domesticated dogs, cats and other common household pets permitted by the Committee, in its sole discretion, may be kept on a Building Site so long as they are not kept, bred or maintained for any commercial purposes. All local codes and ordinances regarding the number and control of animals shall be observed and the Committee shall have the power to adopt, in its sole discretion, rules and regulations regarding animals on the Property. All household pets shall be controlled by their Owner, and no household pet shall be allowed off the Owner's Building Site unless properly leashed and accompanied by the pet owner or the pet owner's representative.

12 GARBAGE AND REFUSE DISPOSAL: No cesspool, septic tank or other sewage disposal system shall be installed within the Property subject to these Protective Covenants. No Building Site shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such items shall be kept in approved sanitary containers located on the Building Site so long as they in no way interfere with the overall beauty and reasonable enjoyment of the other Building Sites located within the Property subject to these Protective Covenants. No exterior incinerator shall be permitted on any Building Site. All equipment for the lawful storage or disposal of garbage and refuse shall be kept in a clean and sanitary condition. No weeds shall be permitted to grow upon any Building Site at a height in excess of six inches (6") or as provided by applicable law, whichever is lesser. Further, the owners of each Building Site located within the Property subject to these Protective Covenants shall use reasonable efforts in order to maintain their Building Sites in conformance with these Protective Covenants, as well as in conformance with reasonable and accepted practices in order to maintain the overall beauty of the Property subject to these Protective Covenants. Notwithstanding the foregoing to the contrary, during the construction of Dwellings on Building Sites, Declarant may store building materials upon the Property.

13. VEHICLES. No vehicles other than four (4) wheel automobiles shall be permitted to be parked on streets, adjoining Building Site and upon any Building Site within the Property subject to these Protective Covenants. This restriction shall apply to recreational vehicles, boats, motorcycles, campers, vans, hauling trucks, commercial type vehicles, trailers and mobile homes. Such prohibited vehicles may, however, be parked or stored on the side or in the rear yards of any Building Site so long as the same are completely surrounded by a sight barrier approved by the Committee, in its sole discretion, as provided in Section 3 hereof

14. COMMERCIAL USAGE: No business building, machine shop or other industrial or commercial structure or building devoted to commercial or public enterprises shall be erected or used on any Building Site and no business which attracts any customers or clients to a Building Site shall be conducted or carried on or be practiced upon any Building Site or within any Dwelling or accessory building constructed thereon, except that buildings may be erected and used by Declarant, its successors, assigns or designees for use in developing and marketing the Property and Building Sites.

15. PERMITTED ROOFING: Any and all roofing materials utilized for Improvements within the Property subject to these Protective Covenants shall be restricted to asphalt or composition shingles, or such other materials as may be approved by the Committee, in accordance with Section 3 hereof.

16. SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge, shrub, structure or other obstruction to view shall be permitted to remain on any corner Building Site adjacent to a street intersection in violation of any provision of any applicable local or state laws.

17. REPAIRS OF MOTOR VEHICLES: No motor vehicles, campers, trailers, boats or recreational vehicles shall be rebuilt or repaired, except in the garage area or in the driveway of each Building Site and under no circumstances shall such repairs be performed if the same result in the creation of any unsightly or unsafe condition as determined by the Committee for a period of longer than twenty-four (24) hours.

18. ANTENNAE. No exterior radio antennae, television antennae, or other antennae of any type shall be erected or maintained with the Property subject to these Protective Covenants except as set forth below or otherwise as may be approved by the Committee. An Owner may install and maintain one (1) small satellite dish on the Owner's Building Site, subject to the following criteria: (a) the satellite antennae must be one meter or less in diameter; (b) the satellite antennae is installed in accordance with all manufacturer's guidelines to insure safe installation; (c) the satellite antenna must not be visible from the front of the Building Site and must be screened from view from adjacent property by an enclosure or shrubbery approved by the Committee; (d) when located at ground level, the top of the satellite antenna may not exceed twenty-four inches (24") above grade; (e) no satellite antenna may be installed on the roof of any Dwelling or Improvement on a Building Site or on any exterior wall unless the top of the antenna unit does not exceed thirty inches (30") above grade. To the extent that interpretation of this rule is necessary, the Committee shall undertake such interpretation in a manner consistent with all federal, state and local statutes, regulations and ordinances, as the same may be supplemented or amended from time to time.

19. FENCING No fence or exterior wall shall be erected, placed or altered on any Building Site nearer to any street than the minimum building setback line shown on the Plat, or as provided by applicable law, whichever is greater. Further, all such fencing shall not exceed seventy-two inches (72") in height, or as allowed by applicable law, whichever is lesser. Any and

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all fencing materials utilized within the Property subject to these Protective Covenants shall be restricted to cedar or redwood or such other materials as may be approved by the Committee, in its sole discretion, in accordance with Section 3 hereof, and all fence designs and specifications for fences to be located within the Property subject to these Protective Covenants shall be approved by the Committee, in its sole discretion, prior to installation in accordance with Section 3 hereof.

20. LANDSCAPING: All portions of a Building Site not used for Improvements shall be landscaped utilizing "long lived" ground cover, sod, shrubs, trees and other materials. Short lived and non-living durable landscape materials may be utilized only as a supplement to long lived elements. ALL IRRIGATED LANDSCAPING MUST COMPLY WITH THE REQUIREMENTS, RULES AND REGULATIONS OF THE DISTRICT, WHICH INCLUDE AN ESTABLISHED ALLOWABLE MAXIMUM OF 2,500 SQUARE FEET OF IRRIGATED SOD AND/OR LANDSCAPING ON EACH BUILDING SITE. Every Building Site improved with a Dwelling shall be landscaped as approved by the Committee, in its sole discretion, within one (1) year after the occupancy or completion of such Dwelling as evidenced by the CO, whichever shall first occur. The landscaping of each Building Site having once been installed shall be maintained in a neat, attractive sightly and well-kept condition, which shall include lawns mowed, hedges trimmed, adequate watering, replacement of dead, diseased or unsightly materials, removal of weeds and debris and appropriate pruning of plant materials.

21. MAINTENANCE OF DRAINAGE: No Owner shall modify, alter or interfere with the established drainage pattern over or across any portion of the Property, except as approved by the Committee. The term "established drainage pattern" shall mean the pattern of drainage established at the time the overall grading of any portion of the Property is complete.

22. REFLECTIVE GLASS: No reflective glass windows shall be utilized in any Improvements constructed with the Property subject to these Protective Covenants

23. UTILITY CONNECTIONS. No individual water supply system shall be installed or maintained for any property within the Property subject to these Protective Covenants. All utility connections installed in the Property subject to these Protective Covenants, including all electrical and telephone connections and installations of wires to buildings, including television, microwave or radio connections shall be made underground from the nearest available source, except for above ground appurtenances such as meters, pedestals and transformers, which shall be located for maximum aesthetic consideration, and except that during the construction of a building structure, the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction. The location of all such transformers and other apparatus shall be subject to the prior approval of the Committee, in its sole discretion, in accordance with Section 3 hereof, consistent with the internal guidelines and regulations of the appropriate utility company concerned.

24. MECHANICAL EQUIPMENT: No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on exterior walls unless the same is enclosed, screened, covered and installed so as to be an integral part of the architectural design of the building to which said equipment is attached or related in a manner which shall first have been approved in writing by the Committee, in its sole discretion, in accordance with Section 3 hereof, except that solar energy collectors or panels, if used, may be installed on the roof of any building or structure or in any exposed location, if harmoniously done and if approved by the Committee in its sole discretion, in accordance with Section 3 hereof.

25. HEIGHT RESTRICTIONS: No Improvement, building or appurtenance shall exceed the heights permitted by applicable ordinances, rules or regulations or 35 feet in height, whichever is less.

26. TERM: These Protective Covenants shall run with the title to the Building Sites and shall be binding upon all parties claiming under them until December 31, 2020, after which time, these Protective Covenants shall automatically be extended for successive periods of ten (10) years each. These Protective Covenants may be amended by an instrument executed by the record owners of at least seventy-five percent (75%) of the Building Sites located within the Property subject to these Protective Covenants (with one vote per Building Site) and any such amendment shall be recorded with the Clerk and Recorder of the County of El Paso, State of Colorado; provided, however, that until December 31, 2005, or Declarant has conveyed all Building Sites to third party purchasers, whichever last occurs: (i) these Protective Covenants may be unilaterally amended by the Declarant without necessity of any approval by other owners; and (ii) these Protective Covenants shall not be amended without the prior written consent of Declarant.

27. CONSTRUCTION: The terms and conditions of these Protective Covenants shall be construed as severable, therefore, should any one or more of them for any reason be declared voidable, void or legally unenforceable, then and in such event, any and all other provisions contained herein which are not directly negated, modified or in any way altered thereby shall remain in full force and effect

28. ENFORCEMENT: The Protective Covenants herein contained shall run with the land and shall be binding upon and inure to the benefit of Declarant and the owners of every Building Site on the Property. These Protective Covenants may be enforced as provided hereinafter or as allowed by applicable law or equity by each owner of a Building Site, the Committee, or the Declarant, acting for itself and as trustee on behalf of all of the owners. Each owner, by acquiring an interest in a Building Site hereby appoints Declarant and the Committee as its irrevocable attorney-in-fact for such purposes. Violation of any condition, covenant, restriction or reservation contained herein shall give to Declarant, the Committee, and to each owner of a Building Site the right to bring suit in law or equity against the party or parties violating or intending to violate any such covenants, conditions, restrictions and/or reservations

to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any condition, covenant, restriction or reservation herein contained shall give to Declarant, and the Committee, the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the owner, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof. Each owner of a Building Site does hereby consent to such entry, and no such entry by Declarant, the Committee, or their agents shall be deemed a trespass, and Declarant, the Committee and their agents shall not be subject to liability to the owner of said Building Site for such entry and any action taken to remedy or remove a violation, provided, however, that where the violations to be abated are items of construction, judicial proceedings shall be required prior to the alteration or demolition of same. The cost of any abatement, remedy or removal hereunder shall be a binding personal obligation on any owner of a Building Site in violation of any provision of these Protective Covenants. In any legal or equitable proceeding for the enforcement of these Protective Covenants or any provision hereof, whether it be an action for damage, declaratory relief or injunctive relief, or any other action, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorneys' fees. The prevailing party shall be entitled to said attorneys' fees even though said proceeding may be settled prior to judgment. All remedies provided herein or at law or in equity shall be cumulative and are non-exclusive.

29. ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES: All or any part of the rights, powers and reservations of Declarant herein contained may be assigned or delegated by Declarant, in whole or in part, to any person, corporation, partnership, limited liability company, or association, including the Committee, which will assume any or all of the duties of Declarant hereunder and upon any such person, corporation, association, partnership, or limited liability company's evidencing its consent in writing to accept such assignment or delegation, said assignee or delegate shall, to the extent of such assignment or delegation, assume Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. At the time Declarant has conveyed all Building Sites to third party purchasers, then and in that event, all rights and duties of the Declarant shall automatically be assigned and transferred to the Committee. Prior to such automatic assignment and transfer, Declarant may, in its sole discretion, relinquish its rights and duties under this Declaration by execution and recordation of an assignment transferring said rights to a substitute Declarant and/or to the Committee. Upon any such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties so assigned and assumed. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns

30. RUN WITH LAND: All covenants, conditions, restrictions and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every Building Site; shall create mutual equitable servitudes upon each Building Site in favor of every other Building Site; shall create reciprocal rights and obligations between respective owners of all Building Sites

EXHIBIT A

RICHMOND PROPERTY

Lots 819 through 845, inclusive, and
Lots 865 through 874, inclusive, and
Lots 976 through 984, inclusive,
WOODMEN HILLS FILING NO 9,
County of El Paso,
State of Colorado,

and

Lots 1 through 4, inclusive,
WOODMEN HILLS FILING NO. 9B,
County of El Paso,
State of Colorado.

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EXHIBIT B

FALCON PROPERTY

Lots 846 through 864, inclusive,
Lots 875 through 939, inclusive,
Lots 942 through 972, inclusive, and
Lots 985 through 990, inclusive,
Woodmen Hills Filing No. 9,
County of El Paso,
State of Colorado,

and

Lots 1 through 3, inclusive,
WOODMEN HILLS FILING NO 9C,
County of El Paso,
State of Colorado,

and

Lots 1 and 2,
WOODMEN HILLS FILING NO. 9D,
County of El Paso,
State of Colorado.

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