

RETURN TO:
JAY BARTON, 699 PROPS
545 E-PIKES PEAK
#207
CO SPRINGS, CO
80903

**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS**

THIS DECLARATION is made this 11 day of April, 2005 by Six Ninety Nine Properties, LLC, a Colorado limited liability company, 545 E. Pikes Peak, Ste. 207, Colorado Springs, CO 80903, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is or will become the owner of certain real property (the "Property") in the County of El Paso, State of Colorado, more particularly described as:

Paint Brush Hills Filing No. 12

WHEREAS, Declarant desires, among other things, to provide for the development and use of the Property under unified control whether or not there is diversity of ownership so as to facilitate over-all harmonious design, appearance, and location of structures and other improvements and to promote harmonious uses.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, used, developed, occupied, leased, and conveyed subject to the following reservations, easements, restrictions, covenants, and conditions which are for the purpose of protecting the value, usefulness, quality, attractiveness, and desirability of the Property and which shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the each person who owns or occupies any part of the Property. The term "Lot" as used herein shall mean a numbered Lot or lettered tract on the recorded plat of the Property.



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SINGLE FAMILY RESIDENTIAL RESTRICTIONS

1. Residential Use Only. Except as otherwise stated herein or in the recorded plat for the Property, all Lots in the Property shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Property shall be used or occupied for any purpose other than for a single-family dwelling. No business, **profession**, or other activity conducted for gain, except for governmental activities, shall be carried on or within the Property except as approved by the Architectural Control Committee.

2. Other Structures Prohibited. No structure shall be erected within the Property except single-family dwellings, accessory buildings, and accessory structures, including **sunrooms**, patios, storage sheds, and detached garages. All structures must be approved in advance in writing by the Architectural Control Committee.

3. New Construction. All construction shall be new and shall not be mobile-home or modular-type construction. No building or dwelling unit may be moved onto a Lot or building site except as expressly hereinafter provided for temporary buildings.

4. Building Materials. No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement.

5. Construction. A structure shall not be occupied in the course of original construction until substantially completed. All construction shall be prosecuted diligently and continuously from the time of commencement until fully completed.

6. Temporary Buildings. Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained only by the Declarant, or with the permission of the Architectural Control Committee, by builders or owners of homes within the Property. Model homes may be used and exhibited only by Declarant, or with the permission of

the Architectural Control Committee, by builders or owners of homes within the Property.

Temporary buildings permitted for construction or administration purposes or for sales offices shall be promptly removed when they cease to be used for these purposes. No structure other than a dwelling, no accessory building other than a guest house, no trailer, tent, or other temporary quarters may be used for living purposes or be parked, installed, or set up on a Lot except as otherwise specifically permitted herein. No other structure may be placed on any Lot before or after completion of the dwelling on such Lot except with the permission of the Architectural Control Committee.

7. Drilling Prohibited. Except when performed by or on behalf of a governmental agency or the Declarant, 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 the Property.

8. No Water Wells. Except when performed by or on behalf of a governmental entity, no commercial, industrial, municipal, or other water wells shall be drilled on the Property.

UTILITIES. EASEMENTS. AND DRAINAGE

9. Utility Easements. Declarant hereby reserves to itself, its successors and assigns, over, under, in, and across portions of each Lot a 10-foot strip along and adjoining each front and rear Lot line and a 5-foot strip along and adjoining each side Lot line, perpetual, alienable, divisible, and releasable easements, and the right to grant from time to time easements for use of all or part of such areas for lines for transmission of electricity, heat and fuel, water, sewer, gas, cable, telephone, any other utilities, for drainage, and for other similar facilities and purposes.

10. Drainage. All surface, underdrain, and subsurface waters on each Lot must be discharged or detained by all builders on and owners of Lots in accordance with the recorded plat, the drainage plan, the subdivision construction drawings, and all related documents which

were prepared in connection with the approval by El Paso County of Paint Brush Hills Filing No. 12, (those documents are sometimes collectively referred to below as the "Drainage Control Documents"). At the time when a builder sells a Lot and any structures thereon to a homeowner, the Lot grading must conform to the Drainage Control Documents, and all successors in interest to the Lot must at all times maintain such grading to continue to conform to the Drainage Control Documents. No material change may be made by any builder or owner of any Lot in the ground level, slope, pitch, or drainage patterns which are shown on the Drainage Control Documents unless the Lot owner obtains the prior written consent and approval of the Architectural Control Committee. Grading shall be maintained at all times so as to conduct irrigation and surface water away from buildings and so as to protect foundations and footings from excess moisture, and to protect against surface water flowing upon neighboring homes or Lots. Prior to beginning construction of any dwelling unit or similar structure on a Lot, the builder must submit and have approved by the Architectural Control Committee a drainage plan for that Lot.

11. Underground Utilities. All utilities and customary service devices for access, control, or use of utilities shall be installed underground, except for normal control and hookup panels, meters, or boxes.

12. Private Access Easement. Lots 12 and 13 in Filing 12 are subject to a "Grant of Access Easement" which generally provides for a private access easement across the 15 southernmost feet of Lot 12 and the 15 northernmost feet of Lot 13 to provide private access to a property which is located west of those two Lots. All subsequent owners of Lots 12 and 13 are subject to the terms of that Grant of Access **Easement**, which is recorded at # 205004827 in the Office of the El Paso County Clerk and Recorder and the terms of which Easement are

incorporated herein by this reference.™

DENSITY. SET BACK. AND QUALITY STANDARDS

13. One Dwelling Per Lot. No more than one dwelling structure, together with any permitted accessory buildings and structures, shall be erected or maintained on any Lot, except that if approved by the Architectural Control Committee, a guest house may be built on each of the approximately one-acre Lots numbered 8 through 22.

14. Setbacks. No building nor part of any structure, including any building, fence, porch or projection, shall be located within 40 feet of the front line or within 40 feet of the rear line of any Lot or within 15 feet of either side line of the Lot otherwise approved in writing by the Architectural Control Committee; provided, however, that on a corner lot the side setback on a street shall be 25 feet

15. Front Curb. No owner or other person shall landscape within six feet of the front curb in such a manner that pedestrian use would be significantly impeded. No fencing or similar obstruction of any kind shall be allowed within six feet of the front curb of each Lot. However, the use within such six-foot strip of gravel, stepping stones, sidewalks, or other types of landscaping which are conducive to pedestrian traffic is encouraged and not prohibited.

16. Coverage of Front of House. At least thirty five percent (35%) of the surface area of the front of each home built on a Lot shall be constructed of **brick**, stone, stucco, or other type of masonry approved by the Architectural Control Committee and shall be shown on the front elevation of the home as **a part** of the plans submitted to the Architectural Control Committee for approval pursuant to these CC&R's.

17. Square Footage. No dwelling shall be erected, permitted, or maintained having a floor area, exclusive of any open porch or garage, of less than 1,700 square feet in the above-ground

floor for a single-level or ranch-style home, or 1,900 square feet on the above-ground floors for a two-story, bi-level, or tri-level home.

18. Garage. Every single-family dwelling erected on any Lot shall have a garage capable of containing at least two automobiles.

19. Yard Light. There shall be installed prior to occupancy of a dwelling and thereafter maintained in good operating condition a front yard gas or electric light, no less than fifteen feet nor more than thirty feet from the front lot line, the design of which shall have been approved by the Architectural Control Committee.

20. Height. No dwelling or other structure shall be more than two stories in height, unless approved in advance in writing by the Architectural Control Committee.

21. Landscaping. Each Lot owner shall furnish, install, and thereafter maintain in good condition and appearance landscaping on each Lot. There is no minimum number of square feet of sod required for a Lot in Filing No. 12, but a maximum of 2,500 square feet of grass by means of sod, matt-seeding, hydro-seed or other means may be installed on a Lot pursuant to a landscaping plan approved by the Architectural Control Committee. A Lot owner may xeriscape or otherwise landscape a Lot in a way which encourages water conservation. A landscaping plan for each Lot must be approved in advance in writing by the Architectural Control Committee, and the landscaping must be installed within a reasonable amount of time after completion of the home on that Lot. Each Lot must be fully landscaped as set forth herein no later than one year after the first occupancy of the house on that Lot. No rock or other landscaping materials shall be temporarily stored in the street or in front of the house for longer than ten days.

22. Colors. All exterior paint colors and roof colors, including any color changes after the initial construction, must have prior approval of the Architectural Control Committee.

23. Roof. Roofing materials shall be limited to asphalt shingles, wood shakes, clay, concrete, or synthetic tile with all colors to be approved by the Architectural Control Committee.

24. Exterior Maintenance. Each owner shall maintain the exterior of the dwelling and any fencing and accessory buildings in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent and shall cause them to be repainted periodically and before the surfacing becomes weatherbeaten or worn off or as directed by the Architectural Control Committee.

25. Accessory Buildings. Any accessory building or structure, such as a detached garage or shed, shall harmonize in appearance with the dwelling situated on the same Lot and must be approved in advance in writing by the Architectural Control Committee.

26. Restoration. Any dwelling or building which is destroyed in whole or in part by fire, windstorm, or any other cause must be restored or rebuilt and the Lot restored to a slightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within nine months after such destruction.

27. Prohibited Construction. No mobile homes, trailer homes, modular, pre-cut, or manufactured housing shall be placed or erected on any Lot within the Property. All homes shall be constructed by a contractor duly licensed in the State of Colorado and pursuant to plans approved by the El Paso County Regional Building Department.

28. Mailbox. It is anticipated that the U.S. Postal Service will require that community mailboxes be constructed at or near one or more of the entrances to Filing 12 to serve its residents. If so, all homeowners must use such community mailboxes, but any Lot not served by such a community mailbox shall have one mailbox in such form and location as approved by the

U.S. Postal Service and the Architectural Control Committee.

29. Driveways. All driveways must consist of a minimum 18' X 20' concrete pad adjoining the garage, and the remaining portion of the driveway to the public street must be of concrete with a minimum width of nine feet.

FENCING

30. Perimeter Fence. Except as otherwise set forth herein or as approved in writing in advance by the Architectural Committee, fencing up to and around the perimeter of individual Lots will be limited to an open three-rail or substantially similar open fence design. The top of such a perimeter fence shall not be higher than six feet from the ground, and the fence shall not extend forward past the front line of the house or garage. The material of all such perimeter fences shall be wood, a similar natural material, vinyl fences like or similar to those installed by the developer along Londonderry Drive or as otherwise approved by the Architectural Control Committee.

31. Privacy Fence. A solid privacy fence may be constructed in a relatively small portion of the rear or on the side of a home on a Lot for purposes such as screening vehicles and other objects from public view and providing private areas for people and pets; provided, however, that such a privacy fence cannot extend into the building setback for either the side or the rear of the Lot; the height of the privacy fence cannot exceed six feet; privacy fence materials are limited to wood, materials that bear a close resemblance to wood or block in an "earth tone" approved by the Architectural Control Committee; and that all such fences, including their locations, must be approved in advance by the Architectural Control Committee to, among other things, ensure that the areas enclosed by such privacy fences are limited and that views from other Lots are not adversely impacted by the fences.

32. Maintenance. All fencing must be maintained in a quality manner. Fencing that is in disrepair, down, leaning, or falling apart must be repaired or removed immediately and in any event no more than thirty days after notice from the Architectural Control Committee.

33. Pre-Approval of Fencing. In no event may any fence be constructed on a Lot without the prior written approval of the Architectural Control Committee, and any fence which is constructed without such prior approval must be removed within ten days of receiving written notice thereof from the Architectural Control Committee.

34. Aerials and Antennae. No aerial or antenna for transmission of radio, television, or other electronic **signals** may be maintained or erected within the Property, except as approved by the Architectural Control Committee. No aerial or antenna for reception of radio or television or electronic **signals** shall be maintained on the roof of any building nor shall they be maintained at any location so as to be visible from neighboring property or adjacent streets, except as approved by the Architectural Control Committee. Small cableless antennae smaller than two feet in diameter, including those used for satellite tv reception, are allowed and do not require prior approval.

LIVING-ENVIRONMENT STANDARDS

35. Clothes Lines. All outdoor clothes poles, clothes lines, and other facilities for drying or airing clothing or household goods shall be placed or screened by fence or shrubbery so as not to be visible from neighboring property or adjacent streets.

36. Garbage. No ashes, trash, **rubbish**, garbage, or other refuse shall be stored, accumulated, or deposited outside of a home or so as to be visible from any neighboring property or street except during refuse collection. Each Lot owner must ensure that refuse set out for

collection is properly contained and not allowed to blow or otherwise be distributed around the neighborhood.

37. Noise. No exterior speakers, horns, whistles, bells, or other sound devices except devices used exclusively for security purposes shall be located, used, or placed on a structure or within any Lot.

38. Off-Road Vehicles Prohibited. Except for vehicles being used by authorized utility companies in the course of performing their work, vehicles which are in the course of being parked on a Lot, vehicles being used to construct authorized improvements, including constructing and installing roads, utility lines and all related improvements in later filings, and vehicles being legally driven on a paved street, all motorized vehicles are prohibited from all portions of the development known as Falcon Hills, which consists of Section 25 and the east half of Section 26, Township 12 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, including Paint Brush Hills Filings Nos. 4 through 12 and all portions of the above-described Falcon Hills which are undeveloped as of the date of this Declaration. This strict prohibition of the off-road use of motorized vehicles includes all cars, trucks, dirt bikes, ATV's, off-road vehicles and any other motorized vehicles.

RESTRICTIONS CONDITIONED UPON REVOCABLE PERMISSION

39. Electronics. Except with the permission of the Architectural Control Committee, which permission shall be revocable, no electronic or radio transmitter of any kind other than garage door openers and cellular, digital, and similar phones and personal computing devices shall be located or operated on the Property or any Lot.

40. Animals. No animals except an aggregate of three domesticated household dogs or cats, and except domesticated rabbits, birds, hamsters, similar small animals and fish which are

permanently confined indoors, shall be kept or maintained within any Lot, and they may only be kept as pets. No animals shall be kept, bred, or maintained within any Lot for any commercial purposes. Dogs which are known as hybrid wolves or similar mixed breeds which have a breed history for violent behavior toward humans or other dogs shall not be kept within or on any Lot nor may they be characterized as a domesticated household pet. Any animal on any Lot **which**, in the opinion of the Architectural Control Committee, makes an unreasonable amount of noise or offensive odor or is or becomes an unreasonable nuisance so as to be an annoyance to or unreasonably disturb the peace and quiet of the occupants of any other Lot shall be permanently removed from the Property. When not indoors, all dogs must either be on a leash or confined to the Lot by means of approved fencing. If a dog is determined by the Architectural Control Committee in its sole discretion to be a dangerous dog, as the term "dangerous dog" is defined in Section 18-9-204.5(2)(b) of the Colorado Revised Statutes, any occupant of the Lot upon which such dog is being kept, whether or not such occupant is the owner of such dog, shall forthwith permanently remove such dog from the Property upon written directive from the Architectural Control Committee.

41. Motor Homes. Boats. Etc. Each owner may store on the owner's Lot, but not on any street in the Property, a maximum of one motor home, one trailer, one boat, and one commercial truck, all of which must be currently registered and/or titled to the owner or resident of said Lot. All such vehicles must be stored on the side or rear portion of the Lot and be in a screened or other prepared area which has been pre-approved in writing by the Architectural Control Committee. Any other vehicles, including but not limited to construction equipment, bobcats, atv's and similar vehicles, may be stored on a Lot outside of a garage only with the prior approval of the Architectural Control Committee, which approval can be revoked at any time.



42. Unlicensed, Inoperable, and Parked Vehicles. No motor vehicle which is inoperable, unlicensed, or the registration for which is not current, or which is being junked, repaired, dismantled, or wrecked, unless said vehicle is located within an enclosed building, shall be permitted to be parked or stored on any street in the Property or on any Lot. Street parking of a motorized vehicle may not exceed 72 hours in a continuous time period, and any vehicle in violation thereof may be towed at the owner's expense. All licensed motor vehicles permitted to be parked under these covenants must be parked on an improved and designated area, not in a yard area.

43. Signs. No signs shall be permitted on any Lot or structure except for one sign of customary size for offering the signed property for sale or for rent; one sign of customary size for identification of the occupant and address of any dwelling; such multiple signs for sale, administration, and directional purposes during development as are approved by the Architectural Control Committee; such signs as identify or give directional or other information regarding a governmental or educational office or facility; such signs as may be necessary or appropriate to advise of rules and regulations or to caution or warn of danger; and such signs as may be required by law. All permitted signs must be professionally painted, lettered, and constructed, and be maintained in good condition and repair.

ARCHITECTURAL CONTROL COMMITTEE

44. Initial Committee. Declarant is the initial Architectural Control Committee with power to delegate or assign such capacity by written instrument signed and acknowledged by Declarant and filed for record with the Clerk and Recorder of the County of El Paso, State of Colorado. Declarant, or the Architectural Control Committee acting by delegation or assignment from Declarant, may at its election reconstitute the Architectural Control Committee so that it

shall consist of five individuals and may appoint Lot owners and/or residents of the Property as the members of the Architectural Control Committee. Whenever a member of the Committee shall be deceased or unwilling or unqualified to act, the remaining members or member shall appoint Lot owners and/or residents of the area as members of the Architectural Control Committee so as to fill the existing vacancies, and any vacancy which is not so filled within 90 days after it occurs may be filled by Declarant within the following 90-day period. Vacancies in the membership of the Architectural Control Committee not filled as above provided may be filled by record owners of a majority of the Lots in the Property. Any Lot owners and/or residents appointed to the Architectural Control Committee by Declarant or by owners of Lots in the Property may be removed and replaced by the record owners of a majority of Lots in the Property. Any appointment, removal, or replacement of residents as members of the Architectural Control Committee 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 County Clerk and Recorder of the County of El Paso, State of Colorado.

APPROVAL OF PLANS AND STRUCTURES

45. Prior Approval by Committee. No structure of any kind shall begin to be erected, placed, moved onto, or permitted to remain on any Lot, nor shall any existing structure upon any Lot be altered in any way to change the exterior appearance thereof, except in accordance with a complete set of plans previously submitted to the Architectural Control Committee at its address as specified above and previously approved in writing by such Committee. The plot plan submitted for approval shall show the location of all buildings, drives, walks, fences, swimming pools, and other structures, and the initial plot plan for construction of the house on the Lot must

also include a drainage and grading plan for that Lot. Structural plans shall show all exterior elevations and shall indicate and locate on each elevation the materials to be used and shall designate the exterior colors to be used by means of actual color samples. A current soils report for the building site shall be submitted to the Architectural Control Committee prior to beginning construction of any building on a Lot. No change in the exterior appearance, type, color, grade, height, or location of any dwelling, building, or other structure shall be made without the prior approval of the Architectural Control Committee.

46. Submission of Plans. All plans, samples, and other materials submitted for approval shall be delivered to the Architectural Control Committee at its address specified above. A written statement of the approval or disapproval or other action by the Architectural Control Committee shall establish the action of the approving authority and shall protect any person relying on the statement. Failure of the Architectural Control Committee to act within 30 days after delivery of the required materials to its address will constitute an approval by the Architectural Control Committee. The Architectural Control Committee may establish, charge, and collect reasonable fees to cover expenses incurred to review plans submitted pursuant to this Declaration.

47. Waivers and Variances. The Architectural Control Committee may, but is not required to, accept, review, and approve or disapprove, in whole or in part, applications for the modification, waiver, or variance of any requirement of this Declaration regarding the Property. In granting or denying any approval hereunder, the Architectural Control Committee shall be guided by the purposes of this Declaration and shall take into consideration the preservation of property values, the maintenance of an aesthetically pleasing subdivision, and the protection of residents from harmful, offensive, or unreasonably annoying activity.

48. Criteria for Approval. The Architectural Control Committee shall approve any proposed improvement, including a structure, on a Lot only if it deems in its discretion that the improvement (a) will not be detrimental to the appearance of the surrounding areas of the development as a whole, (b) will be in harmony with the surrounding areas, (c) will not detract from the attractiveness of the development or its enjoyment by the other owners in the development, and (d) does not affect the drainage and grading plans as set forth in the Drainage Control Documents. The Architectural Control Committee may condition its approval of any proposed improvement upon the making of such changes therein as the Committee deems appropriate.

BINDING EFFECT AND ENFORCEMENT

49. Acceptance by Owners. Each owner and each occupant of any Lot accepts such Lot subject to all of the covenants and restrictions in this Declaration. Each covenant and restriction is for the benefit of Declarant and of each owner of a Lot and shall apply to and bind the respective owners of each Lot and their successors in interest.

50. Successors. The rights and powers of Declarant under this Declaration shall pass to the successors and assigns of Declarant. Declarant may, by written instrument of assignment, transfer in whole or in part any or all of its rights and powers under this Declaration.

51. Enforcement. Declarant, the Architectural Control Committee, or any one or more of the owners of any Lots within the Property shall have the right to enforce, by any proceeding at law or in equity for damages or for injunction, or both, all restrictions, covenants, conditions, rights, and duties, imposed, allowed, or granted by this Declaration. If the Declarant or the Architectural Control Committee is the plaintiff in any proceeding seeking injunctive relief, the plaintiff shall not be required to provide any security or bond which might otherwise be required

by law or rule of practice, and each Lot owner or occupant of a Lot hereby irrevocably waives any right or privilege to require that any such security or bond be provided. In any such proceedings, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees. Failure by Declarant, the Architectural Control Committee, or any owner to enforce any restriction, **covenant, condition, duty**, or right herein contained shall in no event be deemed a waiver of the right to do so thereafter. No breach or continuing breach of any of the restrictions, covenants, conditions, duties, or obligations imposed, allowed, or granted by this Declaration shall be grounds for cancellation, termination, or rescission of this Declaration or any provision hereof.

52. **Breach.** In case of any breach of any provision of this Declaration, Declarant or the Architectural Control Committee may give to the owner of the Lot where the breach occurs or the occupants thereof written notice stating the nature of the breach and stating the intent of Declarant or the Committee to invoke this provision of this Declaration. If within a period stated in the notice, but not less than ten days after the giving of notice, the breach is not cured and terminated or appropriate measures to cure and terminate are not begun and thereafter continuously prosecuted with diligence, Declarant or the Committee may cause the breach to be cured and terminated at the expense of the owner so notified. The costs so incurred by Declarant or the Committee shall be paid by such owner and if not paid within 30 days after Declarant has sent such owner notice of the amount due, such amount plus costs of **collection**, including attorney's fees, shall become a lien on the owner's Lot by recording a copy of the notice and the amount due with an affidavit on behalf of Declarant or the Committee that the amount demanded is payable pursuant to this Declaration. Such lien shall be subordinate to any previous liens or encumbrances then of record and may be foreclosed by Declarant or the Committee as a

mortgage. Declarant or the Committee may also file a suit or cause of action against the Lot owner or owner's agents in addition to the lien and recover all costs and attorney's fees.

PROTECTION OF LENDERS AND ENCUMBRANCES

53. Lien. Violation of any covenant, restriction, or other provision of this Declaration shall not impair the lien of any mortgage or deed of trust on a Lot.

54. Injunction. In addition to actions for damages and attorney's fees and the liens described above, an action for injunction based on failure to obtain approval of the Architectural Control Committee may be brought both before and after construction of the challenged structure has been substantially completed. Any action to enforce these restrictions shall not affect the lien of a mortgage, deed of trust, or similar encumbrance.

DURATION AND AMENDMENT

55. Amendment. From time to time, any one or more of the covenants, restrictions, or provisions of this Declaration may be amended or this Declaration terminated by an instrument signed and acknowledged by the Declarant.

56. Renewal. Unless sooner terminated or amended as above described, the covenants, restrictions, and provisions in this Declaration shall remain in full force until the year 2030, A.D. and shall be automatically renewed for successive periods of ten years unless before the year 2030, or before the end of any ten-year extension, there is filed for record with the County Clerk and Recorder of El Paso County an instrument stating that extension is not desired and is signed and acknowledged by the then record owners of 75% or more of the Lots.

57. No Waiver. The covenants, restrictions, and other provisions of this Declaration cannot be changed, terminated, or rendered ineffective except in the manner above provided for

termination or amendment. Failure of Declarant, the Architectural Control Committee, or the

owner of a Lot subject to this Declaration to enforce any of the covenants, restrictions, or provisions shall not waive or impair the right thereafter to enforce the same or any other covenant, restriction, or provision. Approval or disapproval by the Architectural Control Committee of any plans, specifications, drawings, Lot plans, grading plans, heights, or any other materials or matters submitted to the Architectural Control Committee shall not waive or impair the right and duty of the Architectural Control Committee to approve, disapprove, object to, or consent to any features or elements, whether the same or different, embodied in any other plans, specifications, drawings, Lot plans, grading plans, heights, or other matters or materials submitted to the it. If any covenant, restriction, or other provision of this Declaration shall be held invalid or for any reason becomes unenforceable, the other covenants, restrictions, and provisions shall not be affected or impaired but shall remain in full force and effect.

EXTENSION TO ADDITIONAL AREAS

58. Extension by Declarant. From time to time, Declarant may include within the real estate subject to this Declaration additional areas which are contiguous and adjoin the area originally subject to this Declaration or an area to which this Declaration has been previously extended in accordance with this provision. Such extensions shall be effected by filing with the Clerk and Recorder of El Paso County a supplemental Declaration together with a map and legal description designating the additional area to be extended. Declarant may impose additional restrictions on areas so added and may grant additional rights of access in connection with such areas.

59. Homeowners' Association. At any time the Declarant may establish a Colorado not-for-profit corporation to constitute a homeowners' association for the owners of all Lots within the Property and any additional lots in the subdivision known generally as Falcon Hills. Each

Lot owner, by purchasing a Lot, shall be deemed to have agreed to become, and shall be, a member of such association and be subject to the provisions of its governing documents, rules, and regulations and shall pay the dues, assessments, and penalties as are adopted by it.

IN WITNESS WHEREOF, the undersigned Declarant executes this Declaration at Colorado Springs, Colorado, this 11th day of April, 2005.

Declarant:
Six Ninety Nine Properties, LLC,

By: [Signature]
Harold Fong, Manager

STATE OF COLORADO)
)SS
COUNTY OF EL PASO)

Subscribed and sworn to before me on this 11th day of April, 2005 by Harold Fong, Manager of the Declarant, Six Ninety Nine Properties, LLC.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 10/22/2008



My Commission Expires 10/22/2008