

**REVISED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
ROCKRIMMON SUBDIVISION, GOLDEN HILLS**

THIS DECLARATION, made and entered as of the date shown below, by GOLDEN HILLS HOMEOWNERS ASSOCIATION, a Colorado non-profit corporation, hereinafter called 'Declarant" in this Declaration desires to place protective covenants, conditions, easements, restrictions and reservations upon all real property as described in the old Declaration under Exhibit A (legal description) as recorded In Book 2408 at Pages 580, 581 and 582, records of El Paso County, Colorado, now known as ROCKRIMMON Subdivision, GOLDEN HILLS, FILING NUMBER 1 AND 2 according to the plat thereof recorded in El Paso County, Colorado. This Revised and Restated Declaration shall amend and supersede that certain Declaration as recorded May 14, 1971 In Book 2406 beginning at Page 554, records of El Paso County, Colorado.

NOW, THEREFORE, the Declarant and the undersigned constituting at least seventy-five (75%) of the owners, hereby declares that all of the property, with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened and conveyed subject to the following easements, reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and all of which shall run with the kind and be binding on and inure to the benefit of all parties having any right, title or interest in the property or any part thereof, their heirs, successors, and assigns.

**ARTICLE I**

**DEFINITIONS**

**SECTION 1.** The following terms when used in this Declaration or any Supplement or Amendment thereto shall have the following meanings unless prohibited by the context:

(a) "Association" shall mean and refer to Golden Hills Homeowners Association.

(b) "Properties" shall mean and refer to the real property described in Exhibit A in old Declaration now known as all lots in the Rockrimmon Subdivision, Golden Hills, Filing Number 1 and 2 and such additions there to as may hereafter be brought within the jurisdiction of the Association by annexation.

(c) "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members of the Association.



(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of the Common Area as heretofore defined.

(e) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(1) "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of the fee entered in any Lot which is a part of the Properties except an owner who holds title or interest in any said Lot merely as security for the performance of an obligation.

(g) "Declarant" shall mean and refer to Golden Hills Homeowners Association.

(h) "Architectural Control Committee" shall mean the committee of three or more persons appointed by the Board of Directors of Golden Hills Homeowners Association to review and approve the plans for all improvements constructed on the Properties.

(i) "Street" shall mean any paved roadway designated as a drive, lane, circle, court or public alley.

(j) "Structure" shall mean residence, accessory building, tennis court, swimming pool, flag poles, fences, walls, or other improvements.

(k) "Board" means the Board of Directors of the Association as defined in the By-Laws of Golden Hills Homeowners Association.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

**SECTION 1. MEMBERSHIP.** Every person or entity who as an Owner is herein above defined of any Lot which is subject to assessment by the Association shall be a member of the Association. When more than one person is a record owner of a Lot, all such persons shall be members.

No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

**SECTION 2. VOTING RIGHTS.** Those members holding an interest in any one Lot shall collectively be entitled to one vote for said Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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## ARTICLE III

### PROPERTY RIGHTS IN THE COMMON AREA

**SECTION 1. TITLE TO THE COMMON AREA.** Title to the Common Area to remain in the name of Golden Hills Homeowners Association and are subject to this Revised and Restated Declaration.

**SECTION 2. OWNER'S EASEMENT OF ENJOYMENT.** Every owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

(a) The right of the Association, as provided in its Articles of Incorporation and By-Laws to suspend the voting rights and right to use of the Common Area and any recreational facilities thereon of a Member or Members of his family for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations: and

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Area and to limit the number of guests of the members using the Common Area: and

(c) Motorized vehicles and horses are prohibited on the common areas. Said motorized vehicles shall include but not be limited to cars, trucks, dirt bikes, motorcycles, snowmobiles, all terrain vehicles and the like.

(d) The right of the Association to dedicate or transfer all or any part of the Common Area or appurtenance thereunto belonging to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purpose or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 15 days nor more than 50 days in advance.

(e) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage or otherwise encumber said Common Area and its appurtenances and the rights of the person so secured by said Common Area shall be subordinate to the rights of the Owners hereunder. Mortgaging or encumbering of the Common Area will require the assent of two-thirds (2/3) of membership.

(f) The right of the Association to enforce the Covenants, terms and restrictions contained in this Revised and Restated Declaration or otherwise authorized by law or statute



## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

**SECTION 1. PERSONAL OBLIGATION FOR ASSESSMENT.** Each Owner of a Lot and anyone having an interest in a Lot except those exempt under Section 8 of this Article, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant and agree to pay to the Association: (1) annual assessments or other charges imposed or authorized by this Declaration or by law or statute, and (2) special assessment for capital improvements, such assessments to be established and collected from time to time by the Association as hereinafter provided. The annual and special assessments, together with such interest thereon, cost of collection and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when said annual assessments fell due. The Association may bill and collect said annual assessments on a monthly or quarterly basis rather than an annual basis if it so desires.

**SECTION 2. PURPOSE OF ASSESSMENTS,** The assessments levied by the Association upon the Lots shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties and in particular for the enforcement of this Revised and Restated Declaration, the operation of the Association, the improvement and maintenance of improvements, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

**SECTION 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.** Each Lot shall, as hereinafter provided, be subject to an annual assessment of not more than \$75.00. Provided, however this maximum amount may be adjusted proportionately by the Board of Directors based on advance budget of the cash requirements needed by it to provide for the performance of its duties during the following assessment year. The maximum annual assessment may be increased or decreased by the assent of two-thirds (2/3) of the votes of the members of the Association who are voting in person or by proxy, written notice of which setting forth the fact that the questions of change in the assessment limit shall be considered shall be sent to all Members not less than 15 days nor more than 50 days in advance of the meeting.

Due dates for the assessment shall be established by the Board.

The Association shall upon demand at any time furnish to any person with respect to a particular Lot, a certificate in writing signed by an officer of the Association, setting forth the amount of annual and special assessments on said Lot and whether said assessments are current. A reasonable charge may be made by the Association for the issuance of the Certificates. Such certificates shall be conclusive evidence of the facts stated therein.



**SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized above, the Association may levy in any fiscal year, a special assessment applicable to that year only which may be collected on a monthly basis, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes of the members, written notice of which setting forth the fact that the questions of the imposition of a special assessment shall be discussed, shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting.

**SECTION 5. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.** The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows:

At the first meeting called, the presence at the meeting of Members or of proxies entitled to cast Sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting another meeting may be called, subject to the notice requirements set forth in Sections 3 and 4 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**SECTION 6. ASSESSMENT LIEN.** Assessments levied upon Lots shall be a perpetual lien upon said Lots until such assessments and any interest, penalties and charges which may accrue thereon shall have been paid or the conditions occur as herein-after provided; but such liens shall be subordinate to the lien of any trust deed or mortgages. Sale or transfer of any Lot shall not effect the assessment Lien. However, the sale or transfer of any Lot which is subject to any trust deed or mortgage or any proceeding resulting from a default on the trust deed or mortgage and hand in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**SECTION 7. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the owners, Lot, or both. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for here in by non-use of the Common Area or abandonment of the Lot or any claim asserted against the Association.



**SECTION 8. EXEMPT PROPERTY.** The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;
- (b) the Common Areas

## **ARTICLE V**

### **ARCHITECTURAL CONTROL COMMITTEE**

**SECTION 1. APPOINTMENT DUTIES.** The Board of Directors shall appoint one member of the board who will serve as the chairperson of the Architectural Control Committee. The chairperson shall select two **(2)** or more members of the Association who will serve upon approval of the Board. It shall be the duty of the Architectural Control Committee and it shall have the power by the exercise of its best judgment to see that all structures, improvements, construction, decorating and landscaping on the Properties conform to and harmonize with the existing surroundings and structures. For convenience, the Architectural Control Committee shall hereinafter sometimes be referred to in this Article V as the "Committee".

**SECTION 2. COMMITTEE APPROVAL:** No Structure shall be commenced, erected, placed, moved onto a Lot, permitted to remain on any Lot or altered in any way so as to materially change the Lot's previously existing exterior appearance, except in accordance with plans, specifications and other information submitted to the Committee and approved by the Committee before start of construction, alteration or installation. Matters which require the approval the Committee include but are not limited to: the exterior appearance, material, color, height and location of each structure, covering, drive, walk and fence, and grading of site.

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

**SECTION 3. PROCEDURE.** The Committee shall approve or disapprove all plans and requests as expeditiously as possible up to a maximum of thirty (30) days from written receipt of all plans and requests. If the Committee feels it cannot reach a decision within the thirty (30) days, the request will be referred to the Board. The Board will render a decision within forty-five (45) days of the original submission. If the Board fails to take action within the allotted time, approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the members of the Committee is required for approval or disapproval of proposed improvements. The



committee shall maintain written records of all applications submitted to it and of all action taken.

Whenever the Committee disapproves of any proposed plans or specifications, it shall state in writing its reason for such disapproval in general terms so that the objections can be met by alterations acceptable to the Committee.

It is the intent of these declarations that the Committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive. The Committee shall resolve all questions of interpretation. They shall be interpreted in accordance with their general purpose and intent as herein expressed.

**SECTION 4. NON-LIABILITY OF COMMITTEE.** The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Lot Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests. The Committee and Board shall also have the rights and immunities provided by law and statute.

## ARTICLE VI

### EXTERIOR MAINTENANCE

**SECTION 1. OWNERS MAINTENANCE – LAWNS, LANDSCAPING, DRIVEWAYS AND SIDEWALKS, EXTERIOR OF BUILDING, ASSESSORY BUILDING AND ALL OTHER STRUCTURES.** The Owner of each lot shall maintain the exterior of the dwelling, any accessory building and all other structures, lawns and landscaping, fences, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surfacing becomes weather beaten or worn off. Grass, weeds, trees, shrubs and other vegetation shall be cut and trimmed as necessary. Driveways and sidewalks are to be maintained in good condition and are to be repaired or replaced if necessary.

Upon the Owner's failure to maintain any of the above conditions, the Board of Directors may, at its option, after giving the Owner sixty (60) days written notice, effect such repairs and maintenance as it deems necessary in its judgement to maintain the standards of the Subdivision.

**SECTION 2. ASSESSMENT OF COSTS.** The cost of such maintenance referred to in Section 1 above shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article IV hereof.

**SECTION 3. ACCESS AT REASONABLE HOURS.** For the purpose solely of performing the maintenance referred to in Sections 1 and 2 of this Article, the Association, through its duly authorized agents or employees shall have the right after



reasonable notice to the Owner, to enter upon any Lot or exterior of any structure situate thereon at reasonable hours on any day except Sunday.

## ARTICLE VII

### BUILDING AND CONSTRUCTION RESTRICTIONS

**SECTION 1. LAND USE, BUILDING TYPE AND OCCUPANCY.** All Lots and building sites in the subdivision shall be used exclusively for private residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed 25 feet or two stories in height except with the prior written permission of the Architectural Control Committee. Height shall be measured from the highest original ground contour at any point adjoining the foundation perimeter of the Structure to the highest point on the Structure exclusive of standard chimneys. No building shall be permitted on any Lot unless such building has been duly constructed thereon and the removal of dwellings or structures from other locations to any Lot shall not be permitted. ~~A private garage for not less than two cars shall be provided with each single family dwelling and in accordance with the setback requirements.~~

Each Lot shall be occupied and used as a private dwelling for the owner and members of his family, guests and tenants for single family residential purposes only and the Board of Directors may make rules which limit the maximum occupancy permitted upon Lots in the subdivision. No Lot shall be used for any business, manufacturing or commercial purpose whatsoever; provided, however, if the appropriate zoning so allows and if prior written approval of the Board of Directors is obtained, an Owner may use a specifically designated portion of his home as a home business office. This home business cannot be disruptive to the neighborhood or create parking problems for any neighbors. The Board may, in its sole discretion withdraw or terminate the approval at any time if complaints are received or if other objections arise.

**SECTION 2. LOT SIZE AND SUBDIVISION.** No Lot or building site in the Properties shall be less than 7500 square feet in total area and no further subdivision or resubdivision of any Lot or combination of Lots as shown on a recorded plot shall be permitted except upon prior written approval of the Architectural Control Committee.

**SECTION 3. BUILDING SIZE.** No dwelling shall be permitted on any Lot in which the finished living area of the main structure exclusive of basements, open porches and garages shall be less than the following:

- a. 1450 total square feet in one story house or bilevel.
- b. 1800 total square foot in a trilevel or a two story house.

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**SECTION 4. BUILDING LOCATION.** No building shall be located on any Lot or building site nearer to the front lot line or nearer to the side street lines than shall be allowed by the applicable zoning ordinances of the City of Colorado Springs, Colorado. For the purposes of this covenant, eaves, stops and open porches shall be considered as a part of the building.

**SECTION 5. BUILDING CONSTRUCTION.** All Buildings erected on the Properties shall be designed, constructed and maintained in accordance with the following standards:

a. Roof material shall be fire resistant shake or cedar variety wood shingles or materials which are of dark colors and present a textured appearance which resembles a wood shake roof as much as possible in order to maintain the original intent that Golden Hills would present a blended appearance with its natural surroundings. Examples of recommended materials will be maintained by the Architectural Control Committee for reference by the homeowners. These examples will be updated at appropriate intervals to remain current with modern construction standards and costs. All roofs are to be approved by the Committee.

b. Overhang of roof shall be at least 18 inches, unless a lesser overhang is approved by the Architectural Control Committee.

c. Gutters are not required; however, a minimum of three feet overhang shall be provided if gutters are not installed. Gutters and downspouts where used shall be painted to blend with the color of the house.

d. All buildings on the Lots, whether now constructed or hereafter erected, shall have an exterior paint color that shall blend and harmonize with stone, brick, stucco building materials and with natural surroundings. The determination of any paint color shall be made by the Architectural Control Committee in its sole discretion, and such determination shall be final, absolute and binding upon all Lot Owners. No Lot Owner, or other person, shall paint or repaint any building on any Lot without obtaining the prior written approval of the Committee, which may, in its sole discretion, require a Lot Owner to repaint any building which is painted without such approval or which does not have and maintain an approved paint color. No changes in the exterior appearance of buildings, fences or other structures upon the Lots shall occur without the prior written approval of the Committee.

e. Garage doors shall be wood, wood composition, or a composition of a more durable material such as fiberglass or metal while still retaining the appearance of wood. Material of comparable wood appearance needs to be approved by the Architectural Control Committee.

f. All exterior walls shall be constructed of wood, stone, stucco, approved exterior siding, or the following types brick: sand brick, clinker brick and bricks without a sheen appearance, brick of a color that blends with natural surroundings. Standard red brick is



an example of a disapproved material. Only two combinations of the allowed materials may be used unless prior approval of the Architectural Control Committee is obtained.

- g. All chimneys must be enclosed.
- h. ~~Only two or three car sized attached garages are allowed.~~
- l. All exposed concrete on all buildings must be stuccoed.

## **SECTION 6. FENCES OR RETAINING WALLS**

a. Fences or walls shall be allowed only in the rear portion of a Lot extending from the front house line and must be tied into the rear Lot line or fence on the rear Lot line, if any. In the case of corner lots, no fencing shall be closer to the side lot line on the street side than the house side yard setback line.

b. All fences shall be constructed of natural wood, or the color and/or material of house. Any other material must be approved prior to installation by the Committee. Chain link fencing is prohibited.

c. All retaining walls shall be constructed of stone, stucco, railroad ties or brick of a variety allowed for the construction of exterior walls of dwellings.

## **SECTION 7. LANDSCAPING**

a. No hedge, tree or shrub planting shall be placed which obstruct sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same side line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement.

b. Landscaping is to be maintained at all times by the Lot Owner. All yards, open spaces and the entire lot on which no building has been constructed shall be kept free from overgrown plants, weeds, brush, and trash. No shrubs, trees, weeds or trash are to obstruct any public walkway, sidewalks, or driveways.

**SECTION 8. EASEMENTS.** Easements for the installation and maintenance of fences, utilities, and drainage facilities are reserved on, over and under a strip of ground 5 feet wide along each side Lot line and on, over and under a strip of ground 5 feet wide along each rear lot line in a recorded subdivision of the Properties.

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## ARTICLE VIII

### LIVING ENVIRONMENT STANDARDS

**SECTION 1. TRASH.** No garbage, refuse, rubbish or cuttings shall be deposited on any street, on the Common Area, or on any Lot unless placed in an appropriate, clean container suitably located, solely for the purpose of garbage pickup. All trash and refuse containers, except when placed for the sole purpose of garbage pickup, must be kept in the garage, behind decorative fencing or otherwise hidden from view to the street.

**SECTION 2. STORAGE OF WOOD AND BUILDING MATERIALS.** Wood piles and building material of any kind or character shall be placed on lot so as to not be in view from the street. If building material is to be stored in connection with construction or maintenance approved by the Committee, construction shall be promptly commenced and diligently prosecuted.

**SECTION 3. NO NOXIOUS OR OFFENSIVE ACTIVITY.** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.

**SECTION 4. NO ANNOYING LIGHT SOUNDS OR ODORS.** No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any Lot which is unreasonably loud or annoying; and no odor shall be emitted on any Lot which is noxious or offensive to others. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to disturb the neighbors.

**SECTION 5. AERIALS, ANTENNAS, MICROWAVE SYSTEMS.** ~~No aerial, antenna, satellite dish or microwave system for reception or transmission of radio, television or other electronic signals, or other roof projection, including but not limited to lightning rods and weathervanes, shall be maintained on the roof or any other exterior location of a building or Lot, unless fully screened in a manner approved by the Committee so as not to be visible at ground level from neighboring property or adjoining streets.~~

**SECTION 6. CLOTHESLINES.** All outdoor clothes poles, clotheslines and other facilities for drying or airing of 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.

**SECTION 7. TRAILERS, CAMPER, RV'S, AND OTHER VEHICLES.** ~~No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, any towed trailer unit or truck, excepting only pickups with or without bed toppers and passenger vans for the private use of the residents of a dwelling as primary transportation on a day to day basis, shall be parked overnight on any street or within any Lot or Building Site, except in a completely enclosed structure such as a garage, or~~



~~unless fully screened in a manner approved by the Committee so as not to be visible at ground level from any neighboring property or adjoining street. This is not intended to include out of town guests for which a motor home may be parked for a short term visit not exceeding fourteen (14) days or loading and unloading recreational vehicles for personal use.~~

~~**SECTION 8. JUNK CARS.** No unused, stripped down, partially wrecked or junk motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot in such a manner as to be visible at ground level from any neighboring property or street, unless fully screened in a manner approved by the Committee. An unused vehicle shall be any vehicle which is not properly licensed or registered or has remained immobile for more than thirty days as determined by the Board.~~

~~**SECTION 9. VEHICLE REPAIRS.** No repair, dismantling, sanding or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from adjoining streets and from neighboring property. This restriction shall not be deemed to prevent normal washing and polishing of any motor vehicle, changing of a tire or fluids or for other routine minor owner maintenance.~~

~~**SECTION 10. ANIMALS.** No horses, snakes, fish, insects, birds, reptiles, cattle, sheep, goats, pigs, rabbits, poultry or other animals of any description shall be kept or maintained on any Lot, except an Owner may keep a reasonable number of bona fide household pets, so long as such pets are not kept for commercial purposes, do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of adjacent property, and are kept in compliance with all existing applicable local ordinances. An Owner, family member, tenant or guest is responsible for any damage caused by his pet and shall be obligated to clean up after his pet while it is on their Property and on the Common Area. All dogs shall be kept on leash and attended by their owners when present in the Common Area. The Board may institute such rules as it deems advisable for the control of pets, including without limitation prohibitions and restrictions, and may impose such fines as are necessary in its sole discretion to enforce such rules and this Declaration.~~

~~**SECTION 11. SIGNS.** The only signs permitted on any Lot or structure shall be:~~

~~(a) One sign of customary size for offering of the property for sale or rent;~~

~~(b) One sign of customary size for identification of the address or occupant of the property.~~

~~(c) Such signs as may be required by law.~~

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## ARTICLE IX

### GENERAL PROVISIONS

**SECTION 1. DURATION.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to the Declaration; their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of twenty (20) years.

**SECTION 2. AMENDMENTS.** These covenants and restrictions of this Declaration may be amended by an instrument signed the Association President and Secretary and properly recorded only after written approval by not less than sixty (60) percent of the Lot Owners. Written approval by the Members are to be held with the Association records.

**SECTION 3. NOTICE.** Notices, approval, consents, applications and other actions provided for or contemplated by these Covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, application or other action. Notice shall be sufficiently served if delivered by mail or otherwise:

(a) to the dwelling situated on the Lot owned by that Owner, or

(b) if there is no dwelling or property is tenant occupied, then to the address furnished by the Owner to the Association and if the Owner has not furnished an address, then to the most recent address of which the Association has a record.

**SECTION 4. ENFORCEMENT.** The Association or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, including without limitation, all expenses, costs, reasonable attorneys fees, or both and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to so thereafter.

**SECTION 5. ADDITIONAL REMEDY.** If notice has been given in writing to any Lot Owner as to violation or breach of covenant or restriction, the Owner shall have thirty (30) days to cure the violation or breach. Upon the failure by an Owner to cure a violation or breach within thirty days of written notification, the Association may at its option make repairs or perform maintenance or otherwise undertake action to cure the breach to restore the appearance of the Lot involved to a reasonable attractive condition or otherwise bring such Lot into compliance with the Covenants. In the event the Association elects to perform maintenance, the Association will submit to the Owner or persons responsible for the property upon which or for whose benefit such maintenance was performed, a written statement of the costs incurred by the Association in





IN WITNESS WHEREOF, the Declarant has executed this Revised and Restated Declaration of Covenants Conditions and Restrictions of ROCKRIMMON SUBDIVISION, GOLDEN HILLS FILING NO. 1 AND NO. 2 this 8th day of December, 1993.

DECLARANT:

ATTEST:

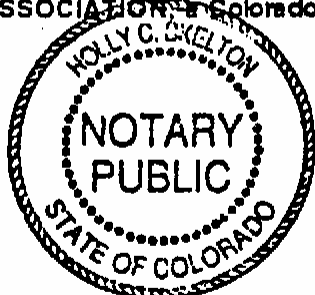
GOLDEN HILLS HOMEOWNERS ASSOCIATION

  
JOSEPH HENJUM, PRESIDENT

  
SUSAN E. CUDDEBACK, SECRETARY

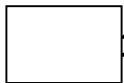
STATE OF COLORADO , COUNTY OF EL PASO

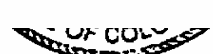
The foregoing instrument was acknowledged before me this 8th day of December, 1993 by JOSEPH HENJUM as President and Susan E. Cuddeback as Secretary of GOLDEN HILLS HOMEOWNERS ASSOCIATION, a Colorado Non-Profit Corporation. Witness my hand and official seal.



My Commission Expires  
6-12-1994

  
NOTARY PUBLIC My commission expires 6/12/94



  
My Commission Expires  
6-12-1994

# AMENDED MAY 2000

## ARTICLE VII BUILDING AND CONSTRUCTION RESTRICTIONS

### SECTION I. LAND USE, BUILDING TYPE AND OCCUPANCY.

Paragraph one the same except for last sentence:

A two, three or four car-sized attached garage shall be provided/allowed with the single-family dwelling and in accordance with the set back requirements and subject to approval of the Architectural Control Committee.

### SECTION 5. BUILDING CONSTRUCTION

h. Only two, three or four car-sized attached garages are allowed.

## ARTICLE VIII LIVING ENVIRONMENT STANDARDS

### SECTION 5. AERIALS. SATELLITE DISHES. ANTENNAS. MICROWAVE SYSTEMS.

No aerial, antenna or microwave system for reception or transmission of radio, television or other electronic signals shall be maintained on the roof or any other exterior location of a lot, unless fully screened in a manner approved by the Committee so as not to be visible at ground level from neighboring property or adjoining streets.

**SATELLITE DISHES:** Satellite dishes are permitted to the extent allowed by the Federal Communications Commission (FCC) and subject to the prior approval of the Architectural Control Committee.

**OTHER ITEMS PROJECTING FROM ROOFS:** To include but not limited to lightning rods, weather vanes and solar energy devices will be treated in the following manner: Lightning rods will be approved if the Committee deems they are not unsightly. Aesthetic provisions for solar energy devices may be required by the Architectural Control Committee but shall not significantly increase the cost of the devices. Other items must be fully screened in a manner approved by the Committee.

**SECTION 7. TRAILERS. CAMPERS. RV'S AND OTHER VEHICLES.** The Master Development plan for Golden Hills intends that each residence shall have a garage and such garage is to be utilized for parking the resident's vehicles. No boat, trailer, camper (on or off supporting vehicles), tractor, all-terrain vehicle, motorcycle, commercial vehicle, mobile home, motor home, any towed trailer unit or truck excepting only pickups with or without bed toppers and passenger vans for the private use of the



residents of a dwelling as primary transportation on a day-to-day basis, shall be parked overnight on any street or within any Lot or Building Site except in a completely enclosed structure such as a garage, or unless fully screened in a manner approved by the Committee so as not to be visible at ground level from any neighboring property or adjoining street. This is not intended to include out of town guests for which a motor home may be parked for a short term visit not exceeding fourteen (14) days. The loading and unloading of recreational vehicles by residents for personal use shall not exceed ninety-six (96) hours within a two week period.

SECTION 8. UNUSED VEHICLES. No unused vehicle which is not properly licensed or registered or has remained immobile for more than thirty days as determined by the Board, shall be permitted to be parked on any street or on any lot in such a manner as to be visible at ground level from any neighboring property or street, unless fully screened in a manner approved by the Committee. This includes stripped down, partially wrecked or junk motor vehicles or parts thereof.

SECTION 11. SIGNS. The only permanent signs permitted on any lot or structure shall be:

- a. House numbers and/or the owner's name for identification of the property.
- b. Signs belonging to the Association that identify the neighborhood.

The only temporary signs permitted on any lot or structure shall be:

- a. Home Owners Association informational signs.
- b. One sign of customary size (no larger than 2' by 3') for offering of the property for sale or rent. By exception flag lots may have two such signs.
- c. Political signs or public issue advocacy signs of customary size (no larger than 2' by 3') may be posted or displayed by the residents within one week prior to an election. Said signs shall be removed within 24 hours following the election.
- d. Signs required by law.
- e. No illuminated signs will be allowed.

SECTION 12. GARAGE DOORS. Due to security concerns as well as for aesthetic reasons, all garage doors shall remain closed unless the residents are using the garage and requires access.

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