

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
BRITANIE RIDGE ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the date set forth below, by Pfiefer Johnson LLC, a Colorado limited liability company (hereinafter referred to as "Declarant") for and on behalf of BRITANIE RIDGE ESTATES.

RECITALS

A. Declarant is the record owner of certain real property located In Elbert County, Colorado (the "Property") which is legally described in Exhibit "A" attached hereto and made a part hereof, which Property is platted as BRITANIE RIDGE ESTATES and is sometimes hereafter referred to as "BRITANIE RIDGE". The declarant desires to create thereon an exclusive residential community with privileges, roads and easements which may be shared and enjoyed by all residents thereof

B. Declarant desires to ensure the attractiveness of the individual lots within the Property, to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the Property, roads and trails and other facilities. In order to achieve this, the Declarant is desirous of subjecting the Property (together with such additions as may hereafter be made thereto, as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens set forth herein, each and all of which is and are for the benefit of the Property and each owner thereof.

C. In order to preserve, protect and enhance the values and amenities in the Property, and to insure the residents' enjoyment of the rights, privileges and easements connected with BRITANIE RIDGE ESTATES, the Declarant has deemed it desirable to create an organization, and may hereafter create other organizations and designate other parties and entities to which shall be delegated and assigned the power of administering and enforcing the Covenants and Restrictions herein set forth, together with collecting, disbursing, and accounting of the assessments and charges herein contemplated. To this end, the Declarant has caused to be incorporated under the laws of the State of Colorado as a non-profit corporation, The BRITANIE RIDGE ESTATES Homeowners Association, Inc., (sometimes hereafter referred to as the "Association"), for the purpose of exercising the aforesaid functions with respect to the General Common Properties, as designated by Declarant on the plot or plats of said Subdivision as filed and recorded in the records of Elbert County, State of Colorado.

NOW, THEREFORE, the Declarant declares that the Property, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, Liens and rights (sometimes referred to as "Covenants and Restrictions"), hereinafter set forth, all of which shall run with the land.

**ARTICLE I**

**Definitions**

The following words when used in this Declaration or any supplementary declarations (unless the context shall prohibit or there shall be a specific statement to the contrary) shall have the following meanings:

A. "The Property:" shall mean and refer to the property which is and shall be held, transferred, conveyed, leased and occupied subject to this Declaration, and which is legally described in Exhibit "A".

B. "Single-Family Lot" shall refer to a platted lot on which there may be constructed only a single-family dwelling unit.

C. "Supplementary Declaration" shall mean any Declaration of Covenants, Conditions and Restrictions which may be recorded by Declarant, such right being herein retained by Declarant, which: (1) Supplements to the provisions of this Declaration as to the Property or any portion thereof and which may contain additions, amendments and modifications to the Declarations; and (2) Subject additional property to this Declaration in accordance with Article I hereof. The term "Declaration" whenever utilized herein shall include any supplementary declarations to the extent applicable.

D. "Owner" shall mean and refer to the owners of record; whether one or more persons or entities, of the fee simple title to any Single-Family Lot situated within the Property which is subject to these Covenants and Restrictions; but, notwithstanding any applicable theory relating to mortgages, deeds of trust or other liens or encumbrances upon any such property. "Owner" shall not include or refer to a mortgagee, beneficiary of a deed of trust, or lien holder unless and until such party has acquired title pursuant to foreclosure of any applicable procedure in lieu of foreclosure.

**ARTICLE II**

**Additional Properties Which May Become Subject to This Declaration**

Section 1. Additions to the Property. Additions may be made to the Property in any, of the following ways:

A. The Declarant shall have the right, but shall be under no obligation except as hereinafter provided, to bring within the scheme of this Declaration, and make subject to the provisions hereof, additional properties. Such properties may contain General Common Properties, or additions hereto, which shall be owned by the BRITANIE RIDGE ESTATES Homeowners Association, Inc.

B. The additions (or changes in the scheme of the Property, as the case may be) authorized under this subsection shall be made by filing of records supplementary declarations with respect to the additional properties, or with respect to the Property, as the case may be, which shall extend the coverage of the Covenants and Restrictions of this Declaration to such properties, and thereby subject such additions to assessment for their just share or the BRITANIE RIDGE ESTATES Homeowners Association, Inc., expenses.

C. Notwithstanding anything contained herein or in any supplementary declarations to the contrary, Owners of the fee simple title to any single-family lot or any additional properties hereinafter added to this Declaration as aforesaid shall be subject to assessment of their just share of the BRITANIE RIDGE ESTATES Homeowners Association, Inc., expenses.

Section 2. Pursuant to Merger. Any successor in interest to BRITANIE RIDGE ESTATES Homeowners Association, Inc., may administer the Covenants and Restrictions established by this Declaration within the Property, together with Covenants and Restrictions under any other real properties, as one scheme. No such merger or consolidations, however, shall affect any revocations, change, or additions to the Covenants and Restrictions established by this Declaration within the Property except as hereinafter provided.

### ARTICLE III

#### Membership and Voting Rights in BRITANIE RIDGE ESTATES Homeowners Associations, Inc.

Section 1. Membership. Every person or entity who is a record owner of a fee simple title or undivided interest in any Single-Family Lot within the Property shall automatically be a member of the BRITANIE RIDGE ESTATES Homeowners Association, Inc., provided that any such person or entity who holds such Interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The BRITANIE RIDGE ESTATES Homeowners Association, Inc., shall have two classes of voting membership with equal voting rights:

Class A: Class A members shall be all of the Owners as defined in Section 1 of this Article, with the exception of the Declarant. The Declarant may, however, become a Class A member upon termination of its Class B membership as hereinafter provided: Class A members shall be entitled to either.

1. One (1) vote for each Single-Family Lot;

When more than one person holds an ownership Interest or interest in any Single Family Lot, all such persons shall be members, and the one vote provided for herein shall be exercised as they among themselves determine. Only the record owner of the Property shall be entitled to a vote in the Association whether or not he or she, in fact, occupies the Property or not. In no event shall more than one (1) vote be cast with respect to any Single-Family Lot.

Class B : The Declarant or its successor in interest, shall be the sole Class B member. The Class B member shall be entitled to three hundred (300) votes in the BRITANIE RIDGE ESTATES Homeowners Association, Inc. The Class B membership shall cease and terminate upon the happening of any of the following events, whichever first occurs:

1. When the total votes outstanding In the Class A membership equal the total votes outstanding in the Class B membership; or
2. On the 31st day of December, 2015
3. At such time as Declarant or a successor in interest, voluntarily relinquishes its Class B membership rights.

As of the time any of these events occurs, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Single Family Lot In which it holds an ownership interest as required for membership under Section 1 above.

**ARTICLE IV**  
**Covenants for Maintenance and Assessment**

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Single-Family Lot within the Property, other than Declarant, by acceptance of a deed therefore, whether or not it shall be so expressed therein, or by acceptance of any other conveyance thereof (except a conveyance in connection with the establishment of a Mortgage) shall be deemed to covenant and agree to pay to the BRITANIE RIDGE ESTATES Homeowners Association, Inc., in which it shall be a member (1) annual assessment or charges; (2) special assessments for capital improvements or maintenance thereof, and (3) special assessments to provide for costs incurred by virtue of unforeseen emergencies, such as, but not limited to unusual snowfalls or heavy rains. All assessments herein provided for shall be assessed by the Association. The annual assessment shall be levied on an annual basis, and a special assessment shall be levied from time to time when and as determined by the Board of Directors of the Association in accordance with Its bylaws, however no special assessment in excess of \$600.00 per single-family lot per year shall be approved by the directors, unless also approved by at least two-thirds of the shares of the Association. All the assessments described above together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the respective Single-family Lots against which each such assessment, together with such obligations shall be joint and several. In no event shall the Declarant or any successor in interest be obligated to pay any annual or special assessment for any Single-Family Lot, unless such lot is acquired after it has been previously conveyed to a third party.

Section 2. Purpose of and Use of Annual Assessment or Charges. The annual assessments or charges levied under this article as provided for in Section 1 above shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents of the property, including but not limited to the costs of enforcement of this Declaration of Covenants, Conditions and Restrictions, weed control, provision of and maintenance of the common areas or easements, maintenance and weed control of the no build areas of each single family lot, maintenance and lighting of streets within the subdivision and for such other needs of the Association and lot owners as the Board of Directors of the Association may, in their sole discretion, deem reasonable.

Section 3 Special Assessments-for Capital Improvements and Emergencies. In addition to the annual assessments described above, the Association may, in accordance with the provisions of Section I above, levy in any assessment year a special assessment, applicable to that year only,

for the purpose of defraying in whole or in part the costs of any improvements, additions, or new facilities and construction or reconstruction, unexpected repair or replacement, including land rehabilitation and restoration, due to any emergencies.

Section 4. Due Date of Commencement and Determination of Annual Assessments and Assessment Deposit. The annual assessments provided for herein shall commence on such date as is specified in the by-laws of the Association or in any supplementary Declaration hereto affecting a particular parcel of property brought within the scheme of this Declaration. Assessments shall be on a full calendar basis. At least thirty (30) days in advance of each calendar year, the Board of Directors shall fix the amount of the annual assessment against each Single-Family Lot by estimating the net charges and expenses to be incurred by the Association for the purposes set forth in this Declaration. The annual assessment shall be due and payable in such installments as are required by the by-laws of the Association with an amount equivalent to three (3) months' assessments deposited with the Association at the time of the first conveyance of any Single-Family Lot from the Declarant to any purchaser thereof, and which deposit shall not bear interest and may be credited towards any annual or special assessments upon the commencement thereof. The annual and special assessments shall be in such amounts as are fixed by the Board of Directors of the Association as described above. Separate due dates may be established by the Board of Directors for special assessments as defined hereunder as long as made thirty (30) days in advance of such special assessments and shall be paid in a manner determined by said Board of Directors. Written notice of the annual and any special assessment shall be sent to every Owner subject thereto within thirty days of the date upon which said amounts are determined.

Section 5. Effects of Non-payment of Assessments and Personal Liability of owner. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with interest and costs of collection, as hereinafter provided, become a continuing lien on such Single-Family Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assignees. In addition to the lien rights, it shall be their personal obligations of the then Owner to pay such assessment and such personal obligation shall continue even though the Owner's interest in the property shall be transferred. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Association may bring legal action against the Owner personally obligated to pay the same or to foreclose the lien against such Single-Family Lot and there shall be added to the amount of such assessment all costs incurred by the Association in foreclosing the lien or in collecting the amount owing, including any reasonable attorney's fees.

Section 6. Subordination of the Lien to Mortgagees. As provided above, the lien of the assessment provided for herein shall be subordinate to the lien of any valid mortgage now or hereafter placed upon any Single-Family Lot subject to assessment; provided, however, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or a statutory public trustee foreclosure of such mortgage. Such sale or transfer shall not release such Single-Family Lot from liability for any assessment thereafter becoming due, nor for the lien of any such subsequent assessments.

Section 7. Initial Contribution. Upon the sale of any lot from the Declarant, an initial capital contribution of \$200.00 shall be made to the BRITANIE RIDGE ESTATES Homeowners Association Inc., which shall be used to establish a working capital account for the above-described maintenance. The initial annual dues to the BRITANIE RIDGE ESTATES Homeowners Association shall be set at \$200.00 per year, payable semi-annually to the most current address of the BRITANIE RIDGE ESTATES Homeowners Association Inc.,. This initial annual amount shall stay in place until such time that the Board of Directors of the BRITANIE RIDGE ESTATES Homeowners Association Inc., deems a change is necessary, but no sooner than September 1, 2005.

**ARTICLE V**  
**Approval ,plans**

Section 1. Architectural Review Committee.

(a) There is hereby established an Architectural Review Committee consisting of a minimum of three (3) members and a maximum of nine (9) members. (Melvin Pfeifer, Chuck Johnson plus a maximum of seven Homeowners). The initial Architectural Review Committee is hereby constituted and its members shall be Melvin Pfeifer, Tom Maroney, and Chuck Johnson and the office of the Committee shall be maintained at 5650 County Road 124, PO Box 902, Elizabeth CO 80107.

Any member of the Committee may assign his or her authority to a new member provided the assignment has the ratification and approval of the remaining Committee members. The initial members of the Committee shall have the authority to appoint additional members as the need arises by a majority vote of the initial members and may also fill any vacancy which may occur, The vote of the majority of the member shall constitute the action of the Architectural Review Committee.

(b) No improvement shall be constructed, erected, placed, altered, maintained or permitted on any Single-Family Lot, nor shall any construction or excavation whatsoever be commenced or materials, equipment or construction vehicles be placed on any Single-Family Lot, until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed improvements, plot layout and all exterior elevations, materials and colors, landscaping, grading, and such other information as may be requested by said Committee have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be submitted in writing over the signature or the Owner of the Single-Family Lot or the Owner's authorized agent. The Committee may provide application forms in order to facilitate the review process.

(c) Approval shall be based, among other things, on conformity and-harmony of exterior design, color and materials with neighboring structures, relations of the proposed Improvements to the natural topography, grade and finished ground elevation of the structure to that of neighboring structures and natural features of the Property, and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review Committee shall have the right to require and approve landscaping plans. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

(d) Neither the Architectural Review Committee nor Declarant or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner of land affected by this Declaration, by reason of mistake in Judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or the person who submits plans to the Architectural Review Committee for approval agrees, by submission of such plans and specifications not to bring any action or suit against the Architectural Review Committee or Declarant for recovery of any such damages. Approval by the Architectural Review Committee shall not be deemed to constitute compliance with the requirement of any local building codes, and it shall be the responsibility of the Owner or other person submitting plans to the Architectural Review Committee to comply therewith.

(e) Until December 31, 2015, unless voluntarily relinquished at an earlier date, the Declarant or its successor in interest, in its own name and on behalf of the Architectural Review Committee shall have the right to enforce these Covenants, Conditions and Restrictions, the Association shall have the right to enforce these Covenants, Conditions and Restrictions pursuant to Article VII hereof. Declarant reserves the right to transfer at any time its duties or the responsibilities of the Architectural Review Committee, or both pursuant to these covenants to the Association, whereupon said Association shall have the right and the duty to enforce these Covenants, Conditions and Restrictions and to restrain any violations hereof

## ARTICLE VI

### General Restrictions and Requirements

All real property within the Property shall be held, used, improved, and enjoyed subject to the following limitations, restrictions, and requirements:

Section 1. Zoning Regulations. No land within the BRITANIE RIDGE ESTATES subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Elbert County, Colorado.

Section 2. Signs. One "For Rent" or "For Sale" sign (no larger than 24 x 36 Inches) per dwelling shall be permitted. Declarant or designee may place a "For Sale" sign and "Lot #" sign on single family lots, and may otherwise erect and maintain signs pertaining to the sale of property within the subdivision. No advertising signs, no billboards, no unsightly objects, or nuisances shall be erected or permitted on any tract or lot.

Section 3. Animals. No animals will be raised or bred for sale or profit on any lot

(a) Household pets are allowed. However, no more than two of any species of any animal are allowed without approval or Declarant or Its assigns.

(b) Pigs, goats, cows, llamas, ostriches, sheep, ducks, geese, chickens, farm fowl, and any other animal weighing more than 40 pounds, except dogs and horses, are not allowed anywhere within the property.

(c) Horses are allowed, no more than 4 horses shall be allowed to be kept on any lot at any time.

- (d) All pet enclosures and dog runs require written approval of the Architectural Review Committee, prior to construction. No dog runs shall be located closer to any street or road than from the front or back entrance of the home or adjoining lot.
- (e) No open grazing of horses shall be allowed on any lot.

Section 4. No Resubdivision. No Single-Family Lot shall be resubdivided into smaller tracts or lots, nor shall less than a Single-Family Lot be conveyed, transferred or encumbered; provided, however, conveyance of dedications of easement for utilities or private lanes or roads may be made for less than all of one Single-Family Lot.

Section 5. Refuse and Rubbish. Rubbish, garbage, or other, waste shall be kept in a sanitary manner, and shall be disposed of at least every two weeks. No Single-Family Lot or any portion of the General Common Properties shall be used or maintained as a dumping ground for rubbish. All Containers or the equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in clean sanitary conditions and shall be stored in an enclosure which prevents the viewing of said containers from any adjacent lots, property or roads. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Burning of trash will not be permitted. Refuse and manure shall be removed from lots and not allowed to accumulate. Homes with horses shall be responsible for controlling any possible runoff from their lot to any neighboring lot, a drainage plan shall be submitted to the ACC by any lot owner prior to construction of any Barn or equestrian facility.

Section 6. Underground Utility Line. Underground utilities shall be required in all areas of the development. The Architectural Review Committee shall have the right to require the Owner to construct underground utility lines under appropriate circumstances in order to conform to the environmental and aesthetic surroundings.

Section 7. Garden. A family garden not to exceed 1000 square feet is permissible; no additional ground to be used for farming purposes, any lawn type area in excess of 2000 square feet for each lot will require approval from the Architectural Review Committee. Xero-scape is encouraged to conserve water usage, bluegrass is discouraged, water friendly grasses such as buffalo grass is encouraged.

Section 8. Fencing. All fences on any portion of any lot must be vinyl (plastic). Fencing shall not exceed 48 inches in height. Fences may not obstruct easements or common areas. Only wire netting -type fencing may be attached inside the vinyl fencing to enclose pets. No electrical fences (except wireless electrical pet barriers) will be allowed. All fences must be approved in writing by the Architectural Review Committee. All fence colors must be approved by the Architectural Review Committee.

Section 9. Number and Location of Buildings No building or structures shall be placed, erected, altered or permitted to remain on any Single-Family Lot other than:

- (1) One Association approved single-family dwelling with a two car minimum attached garage.



(2) One additional Association approved out-building. The Association has the ability to grant a variance for an additional approved out-building on a case by case basis.

Section 10. Dwelling House to be Constructed First. At the time said plans and specifications receive approval, the prospective builder shall proceed diligently with said dwelling house and garage, and the same shall be completed within a maximum period of nine (9) months, excepting, however, that this period may be enlarged by an additional three (3) month period if said extension is made necessary by reason of Inclement weather, inability to obtain materials, strikes, acts of God, etc. The exterior construction of all buildings must be completed, including painting, before occupancy.

Section 11. Dwelling Size and Setbacks. Finished floor area of each dwelling, exclusive of porches, basements, and garages constructed on any lot shall not be less than 1850 square feet for ranch-style or 2200 square feet for two-story dwellings. All windows and doors must be of a color other than natural aluminum. The minimum Setback for any residence or part thereof shall be 100 feet from any front property line for a principal residence, 25 feet from any side property line for principal and accessory use and 50 feet from any rear property line or easement. All adjacent lots to The Pines Subdivision shall have a 100 foot no build area from the rear property line. All site plans and plot plans shall require the approval of the Architectural Review Committee.

Section 12. Single-Family Lot Landscape Development. A landscaping plan must be submitted and approved by the Architectural Review Committee. Within one year of closing, each owner or builder shall plant and maintain at least 10 evergreen type trees on lots excluding cedar trees, on each lot. Each said new tree shall have at least 1.5 inch diameter trunks and be at least six feet tall (measured from ground level after planting to the tree top), Tree species and varieties must be pre -approved in writing by the Architectural Review Committee. Spruce, Pine, Maple and Ash trees are encouraged. The number of new trees required to be planted, as set forth above, shall be reduced by one for every existing tree on a lot, greater than ten feet in height.

Approval shall be obtained from the Architectural Review Committee, or its assigns, to cut down, clear or kill any trees on any Single-Family Lot. Further, each owner agrees that all the trees cleared by him will be disposed of in such a manner that all tracts shall be kept free or accumulations of brush, trash or the materials which may constitute a fire hazard or be unsightly. Only the Declarant or its assigns shall have the right to cut down, clear or kill any trees of the General Common Properties.

All Landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements Include watering, mowing, edging, pruning, removal and replacement of dead or dying plants, removal and/or killing of weeds and undesirable grasses, and removal of trash.

Section 13. Clothesline and Exterior Tanks. No owner shall place upon his Single-Family Lot clothesline, fuel oil tanks, propane tanks or similar tanks which may be visible from the street. All tanks must be buried, enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining Single-Family Lots. Any above ground swimming pool

must be approved and maintained to Architectural Standards. Protective enclosures to screen the above must be approved by the Architectural Review Committee as a part of the plans for the Improvements to be located on the Single-Family Lot. All propane tanks MUST be buried.

Section 14. Used or Temporary Structures, Vehicles or Vessels. No used or temporary house, mobile home, motor home, travel trailer, truck tractor or boat shall be stored, kept, placed or erected on any Single-Family Lot, unless within a garage or approved outbuilding; however, any guest of property Owner may park a motor home or travel trailer on the property owner's lot, but for no more than seven days in any one month period. No new dwelling shall be occupied in any manner prior to its completion.

Section 15. Exterior Lighting. All exterior lighting and standards shall be approved by the Architectural Review Committee In the BRITANIE RIDGE ESTATES Subdivision. No "dusk to dawn yard lights" (such as those routinely installed by IREA) nor any night-lights in excess of 60 watts will be allowed. Low voltage, close to-the-ground yard lighting is encouraged.

Section 16. Garage and Off-street Parking. Any dwelling constructed must include a two car minimum attached garage. Each dwelling shall be constructed with adequate off-street parking for at least two automobiles per residence. No parking shall be allowed within the road right-of-way or anywhere other than the driveway. No more than two vehicles may be parked outside the garage for more than any period of seven consecutive days in any one-month period. No inoperable, broken down, or junk cars, trucks, or any vehicle or vessel which is not in operating condition shall be stored on any lot or road within BRITANIE RIDGE ESTATES. If deemed to be in violation, the Committee has the right to inspect, approve, or require removal.

Section 17. Garbage Disposal, Sanitary Systems and Water Systems. Each dwelling or structure containing a kitchen shall be equipped with a garbage disposal unit. No sewage Disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all property public health agencies of the State of Colorado, Elbert County and the Association or Architectural Review Committee.

Section 18. Exterior Walls and Roofs. All homes and other structures constructed in BRITANIE RIDGE ESTATES must be designed in a country style approved by the Architectural Review Committee.

No foundations, cinder block or concrete walls shall be exposed more than one foot above grade. Exterior wall facing must be of wood, masonite or similar material. Brick, stone or other material may be used as accents with the approval of the Architectural Review Committee. Diagonal siding patterns, stained or natural wood siding, such as stained cedar siding which is not painted, will not be allowed as an exterior wall facing on any structure.

Tile roofs, T-Lock shingles and gravel roofs will not be allowed. No shed roofs, flat roofs, mansard roofs, dome roofs or A-frame roofs will be allowed. Metal roofs will require close scrutiny of the Architectural Review Committee, and will probably not be allowed. The minimum roof pitch on a major roof form is 6:12. All houses shall include a covered front porch at least 8 feet in length. All roof material shall be approved by the ACC at plan review.

All exterior paint colors and roof colors must be approved by the Architectural Review Committee, and all exterior trim and windows will be painted white, off white, cream or a similar light color which is complimentary to the exterior colors (s).

Section 19. Now Construction Only new construction will be allowed. The Architectural Review Committee must approve or disapprove structures of any type.

Section 20. No Corrugated Type of Quansut Metal Buildings. The appearance of any out-building to be constructed on a Single-Family Lot must enhance the environmental surroundings. Metal Buildings are allowed but prior to construction the Architectural Review Committee must approve the structure and exterior color on any such buildings.

Section 21. Fireplaces, Chimneys, & Barbecues. All fireplaces and chimneys shall be enclosed with wood or masonry and equipped with spark arresting screens.

Section 22. Driveways. All driveway maintenance shall be the responsibility of the lot owners served by the driveway. Elbert County shall provide no maintenance or upkeep on any private driveway. All driveways shall be covered with concrete, asphalt or gravel prior to the house being occupied. No dirt driveways will be allowed.

Section 23. Wells. There shall be no wells within the property except as owned by Declarant or Declarants or assigns for the purpose of providing water to the entire BRITANIE RIDGE ESTATES subdivision, or such portions thereof as deemed appropriate by Declarant or Declarants assigns. Any assignment of the rights to own and maintain a well as required by this paragraph, shall make reference to this Declaration and this paragraph.

Section 24. Cable Television Lines & Satellite Dishes & Antennas. There shall be no easements within the property except as owned by Declarant or Declarants assigns for the purpose of providing Cable Television service to the Property. Any assignment of the easement rights to provide Cable Television service to the Property as required by this paragraph shall make reference to this Declaration and this paragraph to own and maintain Cable Television Line except as specifically provided for by the BRITANIE RIDGE ESTATES Homeowners Association, Inc., no satellite dishes exceeding 36 " in diameter will be allowed and this not to exceed two per Single-Family Lot. They shall be installed in the most inconspicuous location. No other antennas of any kind, regardless of their purpose will be allowed except installed within the structure.

Inter changeability of Entities, as used herein, the term Association and Architectural Review Committee are used interchangeably and either entity would have the authority to act as provided in the preceding paragraphs concerning the Restrictive covenants affecting BRITANIE RIDGE ESTATES Subdivision.

## ARTICLE VII

### Enforcement

Section 1. Abatement and Suit. The Conditions, Covenants, and Restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarant

and Owner and Lessees of every Single-Family Lot on the Property. These Covenants, Conditions, and Restrictions may be enforced as provided hereinafter by Declarant acting for itself, the Architectural Review Committee and as Trustee on behalf of all of the Owners of Single-Family Lots and by the Association upon the transfer to said Association of Declarant's duties and responsibilities under this Declaration pursuant to ARTICLE V (f) hereof. Each Owner by acquiring an interest In the Property appoints Irrevocably the Declarant as his attorney-in-fact for such purposes; provided, however, that if a Single-Family Lot owner notifies Declarant In writing or a claimed violation of these Covenants, Conditions and Restrictions and Declarant fails to act within thirty (30) days after receipt of such notification, then and In that event only, an Owner may separately, at his own cost and expenses, enforce these Covenants, Conditions and Restrictions as herein provided through proper legal processes. Violation of any conditions, covenants, restrictions or reservations herein contained shall give the Declarant 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 conditions that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the Conditions, Covenants, Restrictions and Reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages resultant of said violation.

Section 2. Deemed to Constitute a Nuisance. Every violation of the Covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an Owner, shall be applicable against every such violation and may be exercised by Declarant, the Association, or Single-Family Lot Owners pursuant to SECTION 1 of this article.

Section 3. Attorney's Fees. In any legal or equitable proceeding of the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties may be required to pay the reasonable attorney's fees of the prevailing party or parties In the amount as may be fixed by the Court In such proceedings. All remedies proved herein or at law or in equity shall be cumulative and not exclusive.

Section 4. No Waiver. The failure of the Declarant to enforce any of the Conditions, Covenants, Restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the Right to enforce any other conditions, covenants, and restrictions and Declarant shall not be liable therefore.

## ARTICLE VIII

### General Provisions

Section 1. Effects of Official Plat and Other Documents Filed with the County of Elbert. The official plat of the BRITANIE RIDGE ESTATES and other related documents which are on record In the office of the Clerk of the County of Elbert, or the applicable governmental agency, has the effect and only the effect described by the statutes of the State of Colorado, and the rules and regulations of the said County. The plat and related documents constitute part of the public controls imposed by the County upon developers, owners, residents,

and users of the Planned Unit Development and do not create, and are not intended to create, any private, property or contract rights in the Owners and residents of the Planned Unit Development except as such rights may be created expressly by separate contracts, deeds and other documents, including maximum benefits upon the residents when all of its elements are planned and developed in appropriate relationship to each other. The plat on file in the Office of said Clerk or other applicable governmental agency describes a Development which Declarant believes will provide maximum benefit to the residents, Owners and the public. During an extended development program, however, various factors can intervene which may hinder the effectiveness of the Planned Unit Development and which may threaten the benefits to be derived by the residents, Owners and the applicable law. Accordingly, this Declaration is not Intended to not does it grant or create any private, property or contract rights in the said plat for the Planned Unit Development and such plat continues to remain subject to modifications by the Declarant and by the proper governmental authorities in accordance with the procedures set forth In the Statutes, rules and regulations of the County of Elbert, State of Colorado. Moreover, there is no assurance the Declarant will develop any other properties, other than as set forth in Exhibit A to this Declaration.

Section 2. Duration.

(a) This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of fifty (50) years from the ditto hereof, and shall thereafter be automatically extended for successive periods of five (5) years unless otherwise terminated or modified as hereinafter provided.

(b) This Declaration or any provision hereof or any Covenants, Conditions or Restrictions contained herein, may be terminated, extended, modified, or amended as to the whole of the Property or any portion thereof, prior to January 1, 2015, with the written consent of the members holding at least seventy-five percent (75%) of membership votes in the Association and thereafter by not less than sixty-six and two-thirds percent (66.66%) of membership in the Association; provided, however, that no such termination, extension, modifications, or amendment shall be effective unless the instrument evidencing such amendment has been duly recorded and unless a written notice of the proposed amendment Is sent to every member of the Association at least sixty (60) days in advance of any action taken. Such termination, extension, modification, or amendment shall be immediately effective upon recording the property instrument in writing, executed and acknowledged by such Owners (and by Declarant as required herein) in the office of the Clerk and Recorder of Elbert County, Colorado.

Section 3. Association and Declarant Use In Community and Common Properties.  
The Association and the Declarant shall have the right to use alt streets, roads and walkways within BRITANIE RIDGE ESTATES Subdivision for purposes of providing the services which they perform.

Section 4. Notices. Any notice required to be sent to any Member or Lot Owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postage

pre-paid, to the last known address of the person who appears as such Member or lot Owner on the records of the Association at the time of such mailing.

Section 5. Assignment of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to the Association, upon the Association's members approving such assignment by a vote of the majority of Class A shares. The Association thereafter shall 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 the Declarant hereunder. Under such assignment, and to the extent thereof, Declarant shall thereafter be relieved of all liabilities, obligations and duties hereunder.

Section 6. Severability. All of the conditions, covenants, restrictions and reservations contained in this Declaration of Covenants, Conditions, and Restrictions shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions, and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, all of the remaining conditions, covenants, restrictions, and reservations or any part thereof shall remain in full force and effect.

Section 7. Benefits and Burdens. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Declarant, the Lot Owners located within the Property, and their respective heirs, successors, personal representatives and assigns.

Section 8. Singular and Plural. Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or neuter as the context requires.

Section 9 Right of Development. Nothing in this Declaration of Covenants, Conditions and Restrictions shall be construed in any manner as a waiver or release of the Declarant's right to develop unsold lots on the property in accordance with this Declaration of Covenants, Conditions and Restrictions and in accordance with the final plat or plats of the BRITANIE RIDGE ESTATES subdivision as recorded in the records of Elbert County, Colorado.



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DATED: \_\_\_\_\_, 2006

BRITANIE RIDGE ESTATES LLC

By: Melvin Pfeifer  
Melvin Pfeifer, Managing Member

By: Charles Johnson  
Charles Johnson, Managing Member

State of Colorado  
County of Elbert

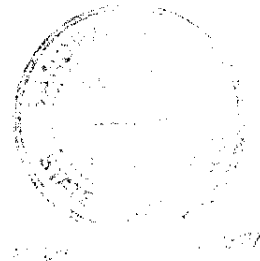
ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2006 by Melvin Pfeifer and Charles Johnson as managing members of Pfeifer Johns LLC, a Colorado limited liability company.

Witness my hand and Official seal:

[Signature]  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_




  
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EXHIBIT A

LEGAL DESCRIPTION:

LOTS 1 THROUGH 86 INCLUSIVE,  
BRITANIE RIDGE ESTATES  
COUNTY OF ELBERT  
STATE OF COLORADO