

**AMENDED AND RESTATED
RESTRICTIVE COVENANTS
for
SOUTHFORK SUBDIVISION**

EXCERPT OF RESIDENT RELEVANT CONTENT

The following pages are an excerpt of the full restrictive covenants enumerating the items within the restrictive covenants that are most pertinent to typical residents. This document is provided as a reference to aid in more easily finding those parts of the restrictive covenants most often utilized. The document is intended to be as complete and accurate a representation of the currently in force covenants as possible, but should not be construed to be a replacement for the original legally binding document.

9. Unit Subdivision. No unit may be subdivided. (See C.R.S. 38-33.3-213)

22. Use Restrictions. The Association, acting through its Board of Directors, shall have the authority to make and to enforce standards and restrictions governing the use of units and the common elements, including the imposition of reasonable user fees. The association, acting through the Board of Directors, shall have standing and the power to enforce the Land Use Standards, and any future Land Use Standards for subsequent phases.

a) Each unit shall be used for one single-family dwelling. If desired, a barn and corral may be erected. All dwellings or other buildings must be placed a minimum of **(25) twenty-five**¹ feet from the property line.

b) All dwellings shall contain a minimum of (1040) one thousand forty square feet - 28' X 40' box size (no single wide units) and a minimum (400) four hundred square foot garage (20' X 20'). Used dwellings moved onto a Southfork unit must be approved by the Architectural Control Committee.

c) The exterior of all buildings shall be constructed of or finished with manufactured finished material, natural stone or brick and shall be painted or stained upon completion so that all exposed surfaces shall have a finished appearance. The garage and any barn shall conform with the color and appearance to the exterior of the dwelling. All roofs shall have a minimum 3 - 12 pitch.

1) Property line setback incorrect in original document, corrected in reception number 201110318

d) Any temporary structures or residences such as trailers, mobile home, camper, tent, shack, barn, car port, or garage must be reviewed and approved by the Architectural Control Committee.

e) No unsightly finishes, reflective surfaces or unsightly exposed piping and wiring are permitted on any solar energy collecting panels or attendant hardware or other energy conservation equipment.

f) Cooling systems shall be adequately walled, fenced or landscaped to prevent unreasonable noise and exposure.

g) No signs, advertisements, billboards or advertising structure of any kind shall be displayed to the public view on any portion of a unit or building, or on any common element, except (i) a sign of not more than (6) six square feet advertising such unit for sale, or containing house numbers or occupants' names, (ii) a sign which is first approved by the Architectural Control Committee in writing. No signs shall be animated or flashing. Declarant and its assigns may erect signs for units which Declarant owns.

h) All walls, fences, hedges or similar structures must be pre-approved by the Architectural Control Committee, in writing. No wall or fence shall be more than (6) six feet high.

i) Lawns and gardens shall not exceed (4,000) four thousand square feet, in total, for each unit. Landscaping shall be maintained in a neat and attractive manner. Trees, shrubs and vines that die shall be promptly removed.

j) All units shall be kept at all times in a sanitary, healthful, attractive and safe condition. Units shall not be used for storage of material or equipment. The accumulation of garbage, trash or rubbish of any kind, except for normal residential requirements or incident of construction of improvements thereon is prohibited. All yard equipment shall be stored properly and all storage piles (including wood) shall be maintained in a neat and attractive manner.

k) No excavation shall be made except in connection with approved construction and landscape.

l) No well for the production of or from which there is produced water, oil or gas shall be dug nor storage tanks or reservoirs, nor any installation of power, telephone, or utility lines shall be made or operated anywhere on Southfork, except works operated by the Declarant, Bobcat Meadows Metropolitan District, Association, public agencies or duly certified public utility companies.

m) No more than (3) large animals of any kind shall be kept, raised or bred on any unit of Southfork, except dogs, cats or other household pets (the kind and number of which may be regulated, permitted or prohibited from time to time by the rules and regulations promulgated by the Board). Household pets, such as dogs and cats, must be contained upon owners' unit, and such pets may not be permitted to run at large and any time. Approved fencing or a fenced run may be required to assure that household pets do not stray from the unit. Pedestrians within Southfork Subdivision who are accompanied by dogs must have the dog under the pedestrian's direct control by use of a leash not to exceed 15 feet in length. Horses and livestock must be kept securely enclosed by a sufficient corral or fence (not barbed wire).

n) Any exterior radio, television, or other aerial, antenna, satellite dish, tower or other transmitting or receiving structure, or support thereof, shall be no more than 4 feet higher than the peak of the roof of the dwelling, and shall be located within 25 feet of the dwelling.

o) All exterior lighting fixtures shall be at least 60 feet from the property lines and approved by the Architectural Control Committee.

p) Except in the case of emergencies, no automotive repairs or maintenance may be conducted within or upon a unit in such a manner as to be visible from any point outside the unit. Abandoned or inoperable automobiles or vehicles of any kind shall not be stored or parked on any portion of Southfork Subdivision.

q) No motor vehicles and trailers of a type generally used in a trade or business or other commercial purpose including, without limitation, tractors, trucks, busses, and trailers and construction equipment shall be parked or stored on any public street, right-of-way or unit unless such vehicle can be enclosed within a closed approved garage or storage building. This does not include passenger cars, trucks or vans. Parking of commercial construction equipment is only allowed during construction.

r) Refuse shall be deposited in closed garbage cans or sealed garbage bags and taken to the edge of the street for scheduled collection not more than 12 hours before such collection is scheduled to occur. Emptied cans shall be removed from the edge of the street as soon as practicable following such collection and kept in a suitable storage area. No unit or common area shall be used as a dumping ground for rubbish, trash, waste, materials or garbage. Outdoor open burning of trash or other matter is prohibited.

s) No noxious, obnoxious, illegal, dangerous or offensive activities that would be an annoyance or nuisance to the neighborhood shall be allowed on any unit. No commercial business or trade shall be permitted.

t) No building or other structure shall be constructed on any drainage easement. Surface waters may not be discharged onto a neighboring unit in a manner detrimental to that unit.

u) Utilities are the sole responsibility of the individual owner. All sanitary facilities shall have prior approval of the Health Department of El Paso County. Unit owners shall obtain water services from the Bobcat Meadows Metropolitan District.

26. Right of Entry. The Association shall have the right, but shall not be obligated, to enter upon any unit for emergency, security and safety, which right may be exercised by the Association's Executive Board, officers, agents, employees, managers and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. It is intended that this right of entry shall include (and this right of entry shall include) the right of the Association to enter upon a unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

In addition to the foregoing, the Association shall enjoy such right of entry in order to take curative measures in the event of an Owner's failure to comply with this Declaration and the Articles, By-Laws and Rules of the Association.

27. Remedies. In addition to the remedies set forth above in Declaration, any violation of the Declaration, the Articles of Incorporation and By-Laws of the Association, and any rules, regulations or policies adopted by the Board, shall give the Board, the Manager or the Owners (including Declarant while Declarant is a unit Owner), the right to enter upon the offending unit or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner any structure or condition that may exist thereon contrary to the interest and meaning of the Declaration, Articles, By-Laws, rules and decisions of the Architectural Control Committee.