

**AMENDED AND RESTATED DECLARATION
FOR
BANNOCKBURN HOMEOWNERS ASSOCIATION, INC.**

This instrument contains the effective Protective Covenants of Bannockburn, Filings 1 through 6, including Amendments thereto inclusive, Douglas County, Colorado.

THIS DECLARATION is effective when recorded in the real property records for Douglas County, Colorado.

RECITALS

- I. The “Bannockburn Protective Covenants” are binding upon and affect, as covenants running with the land, that certain real property known as Bannockburn Subdivision, Filings 1 through 6, inclusive, as more specifically described in the subdivision plats recorded with the Clerk and Recorder of the County of Douglas, State of Colorado, on the following dates and the reception numbers, and all subsequent amendments and revisions thereto:

Bannockburn Filing No. 1

Map recorded July 7, 1970 at Reception No. 1970137707

Amendment recorded February 19, 1985 at Reception No. 1986347155

Bannockburn Filing No. 2

Map recorded April 8, 1971 at Reception No. 1971141529

Amendment recorded November 10, 2011 at Reception No. 2011070998

Bannockburn Filing No. 3

Map recorded August 31, 1972 at Reception No. 1972153587

Bannockburn Filing No. 4

Map recorded March 16, 1973 at Reception No. 1973158949

Bannockburn Filing No. 5

Map recorded December 21, 1973 at Reception No. 1973167380

Bannockburn Filing No. 6

Map recorded September 9, 1976 at Reception No. 1976192013

- II. The Original Declaration created a “Pre July 1, 1992” common interest community (a planned community) subject to CRS 38-33.3-117 (applicability to pre-existing common interest communities only) *et seq.* (the “Act”) on the real property described under the name of Bannockburn, Filings 1 through 6, inclusive, Douglas County, Colorado. Other “Post-July 1, 1992” provisions of CRS 38-33.3 are NOT adopted by this Declaration.

The Original Declaration was recorded to create a desirable and attractive residential neighborhood, free from nuisances and with structures that are compatible in architectural design and appearance, for the mutual benefit and protection of the owners of property within Bannockburn.

- III. The Owners and the Association desire to amend and restate all provisions of the Bannockburn Protective Covenants by virtue of this Amended and Restated Declaration for Bannockburn Homeowners Association, Inc. (the "Declaration"), and intend, upon the recording of this Declaration, that all Declarations shall be superseded entirely by this Declaration.
- IV. The requirements set forth in the previously effective (2012) "Bannockburn Protective Covenants" for amendment, and set forth in CRS § 38-33.3-217, have been satisfied.
- V. The Residential Lots and the buildings and improvements erected (collectively, the "Real Estate") shall be held, sold, and conveyed subject to the Covenants for the purpose of protecting the value and desirability of the Real Estate and any other related purposes; and all Covenants shall continue to run with the Real Estate and shall be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof and the Association.

NOW THEREFORE, the Declaration is amended and restated in its entirety to read as follows.

ARTICLE I – PURPOSE OF THE COVENANTS

General. It is the intention of the Bannockburn Homeowners Association, expressed by its execution of this instrument, that the lands shall be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants that the present natural beauty, growth, native setting and surroundings shall be protected insofar as possible in connection with the uses and structures permitted by this instrument.

ARTICLE II – DEFINITIONS

1. Authorized Guest. A person not residing in Bannockburn but who has been delegated rights of enjoyment to Bannockburn HOA sponsored functions and activities by the Owner or Authorized User and must be accompanied by the Owner or Authorized User at Bannockburn HOA sponsored functions and activities.

2. Authorized User. Either an Owner, or persons to whom the Owner has delegated the rights of enjoyment to Bannockburn HOA sponsored functions and activities, for example, renters within Bannockburn.
3. Bannockburn. The word "Bannockburn" as used herein shall mean the lands included within the Bannockburn Subdivision, Filings 1 through 6, according to the plat thereof and amendments thereto filed for record in the records of the Clerk and Recorder of Douglas County, Colorado, (hereinafter called "Bannockburn" or the "Community").
4. Bannockburn Homeowners Association. The Bannockburn Homeowners Association, Inc. (herein called the "Bannockburn Homeowners Association" or the "Bannockburn HOA" or the "Association") is a Colorado corporation, not-for-profit, formed in accordance with the Articles of Incorporation filed with the Colorado Secretary of State.
5. Board. The Association's governing body, the Board of Directors, which is referred to in the Act as the "Executive Board" or "Board".
6. Bylaws. The Amended and Restated Bylaws of the Association, as the same may be amended from time to time.
7. Common Expenses. As used in this Declaration, this term includes all charges levied by and for the benefit of the Association pursuant to the Governing Documents, including, but not limited to: (i) annual costs and expenses of the Association resulting from owning or maintaining any Community Property; (ii) expenses incurred by the Association pursuant to Article III (6) ("Purpose of Assessments"); (iii) expenditures of the Association for which a Special Assessment is levied; and (iv) amounts necessary to fund reserves pursuant to Article III (12) ("Reserve/Surplus"). These Common Expenses shall be apportioned equally to each Member.
8. Common Expense Assessment(s) or Assessment(s). In addition to the definition included in the Act, these terms shall include the following items levied against a particular Member, Owner or Lot: (i) the Owner's Allocated Interest in the Common Expenses, subject to reapportionment pursuant to Article III (7) ("Apportionment of Common Expenses"); (ii) late charges, attorneys' fees, fines, and interest charged by the Association at the rate as determined by the Board; (iii) charges levied against all Members pursuant to Article III (9) ("Special Assessments"); (iv) charges levied against a particular Owner or Owners and their Lot or Lots pursuant to Article III (10) ("Special Lot Assessment"); and (v) any other sums permitted by the Governing Documents or the Act to be assessed against a particular Member, Owner or Lot.
9. Community Property. Real or Personal Property owned by the Bannockburn HOA (e.g. Bannockburn entrance signs).
10. Covenants. Collective term for all provisions, promises, restrictions, reservations, conditions, terms, and easements specifically set forth or referenced in this Declaration, as

the same may be adopted and amended from time to time, (herein called "Covenants", "Protective Covenants" or "Bannockburn Protective Covenants").

11. Declaration. This Declaration, and any and all duly executed amendments, supplements, or additions to this Declaration recorded in the office of the Clerk and Recorder for Douglas County, Colorado, and including plats recorded in connection therewith.
12. First Mortgage. A mortgage, deed of trust, deed to secure a debt, or any other form of security instrument affecting title to a Lot (collectively, "Mortgage"), which is subject only to governmental liens, the lien for real property taxes, a portion of the Common Expense Assessment, and other liens made superior by Colorado law. The holders, insurers, and guarantors of a First Mortgage are collectively referred to as "First Mortgagees."
13. Governing Documents. Collective reference to those documents, which govern the operation of the Association and the Community, including: (i) the Articles of Incorporation; (ii) the Bylaws; (iii) the Rules; (iv) Board Resolutions; (v) Board Policies (including the Responsible Governance Policies adopted pursuant to the Act); (vi) the Plat; and (vii) this Declaration, as one or more of the same may be amended from time to time. If there is any conflict between the provisions of this Declaration and the provisions of any of the other Governing Documents, the provisions of this Declaration shall govern and control.
14. Improvements. All items installed within, or placed or constructed upon, any Lot including but not limited to: dwellings, structures, buildings, outbuildings, temporary structures, fences, improvements within or affecting the roadways, or facilities constructed. Pursuant to applicable portions of Article V and Article VI, all such Improvements made by Owners must be approved by the Environmental Committee and be in accordance with this Declaration.
15. Member. All persons or legal entities who own or acquire title in fee simple to any of the Residential Lots within Bannockburn, by whatever means acquired, shall automatically become a "Member" of Bannockburn Homeowners Association.
16. Owner. One (1) or more natural persons or legal entities recognized in the State of Colorado who hold title to a Lot and excluding those having such interest merely as security for the performance of an obligation. Where an Owner is a legal entity (e.g., a legal trust, corporation or limited liability company) such legal entity shall designate one natural person who owns an equity interest in such Owner to represent the Owner (the "Owner Representative") in all matters under these Governing Documents. An Owner that is a non-natural person may change its Owner Representative once annually or at any time upon the death or disability of the representative or where such designated natural person no longer has an ownership interest in the Owner or at such times and reasons as the Board may permit.

17. Plat. That certain Survey Plat of Bannockburn Filings 1 through 6 inclusively recorded, under Reception No.'s 1970137707, 1971141529, 1972153587, 1973158949, 1973167380, and 1976192013 respectively, and in Bannockburn Filing No.1 Amendment (1985347155) and in Bannockburn Filing No.2 1st Amendment (2011070998), in the real property records of Douglas County, Colorado. Any "Notes" on the various sheets comprising the Plat are incorporated by this reference and shall be fully enforceable as though set forth in this Declaration.
18. Resident Owners. All Owners whose principal place of residence is in Bannockburn shall be a "Resident Owner".
19. Residential Lots. All of the subdivision lots designated on Filings 1 through 6, inclusive, recorded plat of the subdivision by block and lot number shall be residential tracts (hereinafter "Residential Lots" or "Lots").
20. Rules. Collective term for all rules, regulations, policies, procedures and guidelines of the Association, in general, as the same may be adopted, amended and repealed from time to time by the Board pursuant to the Act, this Declaration and the Bylaws.
21. Variances. Owner requested departures from the Bannockburn Protective Covenants due to unique circumstances.

ARTICLE III – BANNOCKBURN HOMEOWNERS ASSOCIATION FILINGS 1 - 6

1. Membership and Voting. Every Owner of any Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from fee simple ownership of any Lot, and fee simple ownership of a Lot shall be the sole qualification for such membership. Where more than one (1) person holds an interest in any Lot, all such persons shall be Members of the Association, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. Each Owner is allocated one (1) vote in the affairs of the Association and the Community and the vote cannot be split in any manner.
2. Dues. Each Member shall be required to pay, by March 31 of each year, annual dues in the amount of twenty-five dollars (\$25.00) or in such amount as may be determined from time to time by the Bannockburn Homeowners Association. Dues will be included as a line item in the annual Association budget.
3. Enforcement. All Owners shall be responsible for the actions and failure to act by such Owners, their Authorized Users, their Authorized Guests, persons deriving use privileges through such Owner, their Authorized Users and Authorized Guests by virtue of this Declaration or the Rules, or any other person who may enter upon the Community by, through or at the request of such Owner or their Authorized Users or Authorized Guests.

The Association shall have the power to enforce provisions in its Governing Documents. Costs and fees, including attorney fees, incurred as a result of enforcement of the provisions in this Declaration shall be awarded to the prevailing party. The Board shall take such action as the Board deems necessary to cause such compliance by each Owner, and each Authorized User, by any of the following means:

- a. By commencing and maintaining actions and suits in law or equity or both; (i) to recover damages, or (ii) to restrain and enjoin any violation or threatened violation of, or compel compliance with, provisions of the Governing Documents by mandatory injunction or otherwise;
 - b. By levying and collecting, after notice and an opportunity to be heard, fines against any Owner for violation by such Owner, or their Authorized Users or Authorized Guests, or any other person described in this Article III, as a Common Expense Assessment to be secured by a continuing lien, from the date it is levied;
 - c. Failure of Association or Owner to enforce compliance with any Association Governing Document provision shall not be deemed waiver of the right to future enforcement.
4. Right to Notice and Comment. Before the Board amends the Declaration, the Bylaws or adopts or amends Rules, or whenever the Governing Documents require that an action be taken after notice and comment, and at any other time the Board determines, the Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice shall be given to each Owner in writing or delivered personally, or delivered via e-mail, or delivered via first-class postage prepaid mail, or expedited delivery service, or by posting the information on the Association's web site, if any, or notice shall be published in a newsletter or similar publication, which is routinely circulated to all Owners. The notice shall be given not less than twenty-one (21) days before the proposed action is to be taken. The Notice shall invite comment to the Board, orally or in writing, before the proposed action is to be taken.
5. Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments. Each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay Assessments to the Association pursuant to the Governing Documents and the Act. Such Assessments shall be the personal obligation of the Owner of such Lot at the time when the Assessment or other charges became due. The Assessments shall be a charge on each Lot and shall be secured by a continuing lien against the charged Lot. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. All Assessments described in this Declaration shall be considered "Common Expense Assessments" as defined by the Act, without regard to how they are titled in this Declaration.

6. Purpose of Assessments. In addition to such other purposes as set forth in the Act, Assessments shall be used for the purposes of promoting the health, safety, and welfare of Owners and Authorized Users, and including but not limited to, in particular:
 - a. To enforce all provisions of the Governing Documents;
 - b. To exercise all rights and powers and to discharge all duties and obligations pursuant to the Act and the Governing Documents;
 - c. To discharge all expenses incurred by the Association in the alteration, improvement, construction, reconstruction, repair, maintenance or replacement of the Community Property, generally;
 - d. To pay all premiums for insurance policies obtained and kept in full force and effect pursuant to Article VIII;
 - e. To fund any operating deficit or reserves the Board deems necessary to meet its financial obligations;
 - f. To fund any necessary legal expenses incurred in the protection of the Association from litigation, for legal review of the Governing Documents, or in the legal defense of the Covenants which are the subject of this Declaration.

7. Apportionment of Common Expenses. Except as provided, all Common Expense Assessments shall be assessed equally against all Members:
 - a. Any Common Expense for services provided by the Association to an individual Lot pursuant to the Governing Documents generally or at the request of the Owner may be assessed against that Lot;
 - b. Fees, charges, taxes, impositions, late charges, fines, collection costs and interest charged against an Owner are enforceable as Common Expense Assessments, as are all legal fees and costs incurred by the Association enforcing the Governing Documents, to be paid by the Owner against whom such enforcement is sought;
 - c. If a Common Expense is caused by the actions, failure to act, or misconduct of an Owner, their Authorized Users, persons deriving use privileges through such Owner and/or Authorized Users by virtue of this Declaration or the Rules, or any other person who may enter upon the Community by, through or at the request of such Owner or Authorized User, the Association may assess that expense exclusively against that Owner and that Lot.

8. Annual Assessments. The Common Expense Assessment shall be made on an annual basis against all Members based upon the Association's budget of the cash requirements needed

by it to provide for Association functions and activities and the administration and performance of Association duties during such Assessment year (“Annual Assessments”). (Administrative expense examples include, but are not limited to, Association communications, ballot publishing and mailing, insurance policy payments, and legal services for advisement and defense of the Association.) The budget shall be submitted to the Owners, pursuant to Section 303(4) of the Act. Common Expense Assessments shall be due and payable annually or as otherwise decided by the Board. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay. This budget will be deemed in full force and effect, and unless the Owners representing a majority of Owners veto or notify the Board of their objection to the proposed budget within twenty-one (21) days following the delivery date of the Board’s notification of the proposed budget to the Owners, the budget is ratified, and shall be collectible as a Common Expense Assessment.

9. Special Assessments. The Board shall have the right to propose a special assessment for such purpose or purposes as may be necessary or appropriate to maintain the Community to such standard as the Board deems appropriate ("Special Assessment"). Special Assessments may include, without limitation, assessments for the cost of any construction of new Community Property and reconstruction, repair or replacement of any existing Community Property, to the extent such cost is in excess of the amount contemplated by the approved budget for the calendar year in which the Special Assessment is levied. (Community Property examples include, but are not limited to, building, erecting or maintaining Bannockburn entrance signage). Special assessments shall require approval by sixty-six and two-thirds percent (66 & 2/3%) of the Owners as provided in Article IX (5) (“Manner of Voting”).
10. Special Lot Assessments. The Association shall have the right to levy and collect a Special Lot Assessment against a particular Owner or Lot or against one (1) or more but fewer than all Owners and their Lots (which shall also be a personal obligation of such Owners assessed), for any of the reasons described below (“Special Lot Assessment”):
 - a. To reimburse the Association for costs incurred by the Association to cure any violation of this Declaration;
 - b. To reimburse the Association for costs incurred in bringing an Owner or Authorized User and his or her Lot into compliance with the provisions of this Declaration;
 - c. To reimburse the Association for an expense incurred on behalf of an Owner or Owners under this Declaration, which may be assessed against one (1) or more Lots;
 - d. To reimburse the Association for any expense which is incurred by the Association for maintenance of any portion of the Community Property which is caused by or

in any way results from the actions or failure to act of an Owner or such Owner's Authorized Users or Authorized Guests;

- e. To levy fines and other penalties and charges pursuant to this Declaration.
11. Lien Priority. The lien of the Association under this Article III is prior to all other liens and encumbrances on a Lot except: (i) liens for real estate taxes and other governmental assessments or charges against the Lot; (ii) liens and encumbrances recorded before the recordation of the Original Declaration; and (iii) a First Mortgage on the Lot (except as allowed by the Act with regard to the Association's limited lien priority). The lien of the Association under this Article is not subject to the provisions of any Homestead exemption as allowed by state or federal law. Sale or transfer of any Lot shall not affect the lien for said Assessments except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment as provided by applicable law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessment charges thereafter becoming due nor from the lien thereof.
 12. Reserves/Surplus. The Association, if deemed necessary, may establish a reserve fund for the maintenance, repair and replacement of Community Property that must be periodically maintained, repaired or replaced. Such reserve fund shall be funded through the annual Common Expense Assessments. Any surplus funds derived from Assessments shall be transferred to the reserve fund or maintained in an Association general purpose account, or used for Association operations, in the Board of Director's sole discretion, and by acceptance of a deed to a Lot each Owner hereby directs the Board to make this determination each year.
 13. Effect of Non-Payment of Assessments. In addition to any right of enforcement set forth specifically in this Declaration or elsewhere in the Governing Documents, any Assessment provided for in this Declaration, or any installment thereof, which is not fully paid within thirty (30) days after the due date, the Association may also assess a late charge thereon. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, or any monthly or other installment thereof, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefore. Subject to the Act, the Association will also be entitled to reasonable costs and attorney fees incurred, which will be collected as a Special Lot Assessment against the Owner.
 14. No Waiver or Abandonment. No Owner may be exempt from liability for payment of the Common Expenses by abandonment of the Lot against which the Assessments are made.

15. Recording of the Original Declaration was Notice. Recording of the Original Declaration constituted record notice and perfection of the Association's lien. No further recordation of any claim of lien for Assessment is required. Additionally, at its election, the Board may prepare and record a written notice setting forth the amount of any unpaid indebtedness at any particular time, the name of the Owner, and a description of the Lot.
16. Fees, Fines, Penalties, Late Charges and Interest. As permitted by the Act, the Association may impose reasonable fees, fines, penalties, late charges and interest for the reasons specified below. A written policy, pursuant to Article III (7) ("Right to Notice and Comment"), must be adopted and followed to govern the imposition of fees, fines, penalties, late charges and interest.
 - a. Collection of unpaid assessments;
 - b. Enforcement of Covenants and Rules;
 - c. Inspection and copying of Association records by Owners;
 - d. Processing of variance request notices to Resident Owners;
 - e. Collection of an administrative or transfer fee to cover administrative costs of new Members;
 - f. Processing and/or enforcement of other governance policies that may be adopted by the Association.

ARTICLE IV – ENVIRONMENTAL COMMITTEE AND PROCEDURES

1. Improvements Subject to Approval. Any Improvements on a Lot must be approved in writing by the Environmental Committee. Whether or not a provision therefore is specifically stated in any conveyance of acceptance of title thereto or by taking possession, the Owner covenants and agrees that no building, wall, swimming pool, aerial, antenna, solar panels, fence, greenhouse or other structure shall be placed upon said tract unless and until the plans and specifications and the plot plans have been approved in writing by the Environmental Committee. Each such building, wall, swimming pool, aerial, antenna, solar panels, fence, greenhouse or other structure shall be placed on the premises only in accordance with the plans and specifications and plot so approved. Refusal or approval of plans and specifications by the Environmental Committee may be based upon grounds, including purely aesthetic grounds, which in its sole discretion the Committee shall deem sufficient. No alteration in the exterior appearance of a building or structure shall be made without Environmental Committee approval.

Should the Environmental Committee fail to approve or disapprove the plans and specifications submitted to it by the Owner of a tract or tracts within the subdivision within thirty (30) days after written request, then such approval shall not be required, provided, however, that no building or other structure shall be erected or be allowed to remain in any tract which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Environmental Committee from enforcing these provisions.

2. Environmental Committee. The Environmental Committee shall mean the Board of Directors of Bannockburn Homeowners Association as said Board of Directors is presently constituted and shall be constituted from time to time in the future. Said Committee shall have and exercise all the powers, duties and responsibilities set forth in this instrument.
3. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, including Variances, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.
4. Enforcement. In addition to any specific provisions in the Association's Enforcement Policies and Procedures, any Improvement placed or made in violation of this Article shall be deemed to be nonconforming unless submitted to and approved by the Environmental Committee.
 - a. Any contractor, subcontractor, agent, employee, invitee of the Owner or such Owner's Authorized User who fails to comply with the terms and provisions of this Article may be excluded by the Board from working within the Community upon notice and an opportunity to be heard at a Board meeting.
 - b. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article, including but not limited to, the levying of fines, collection of legal fees, costs and other charges, and to collect such amounts as an Assessment pursuant to Article III (10) ("Special Lot Assessments").
5. Notice of Noncompliance. If, as a result of inspections or otherwise, the Environmental Committee finds that any Improvement has been done without obtaining the approval of the Board, or was not done in substantial compliance with the description and materials furnished to, and any conditions imposed by it, the Environmental Committee shall provide notice of the particulars of the noncompliance and shall require the Owner of the Lot upon which such improvements have been made to take such action as may be necessary to remedy the noncompliance.
6. Variances. Requests for a Variance to the Bannockburn Protective Covenants may be made by submitting a copy of the request to the Environmental Committee by the second Wednesday of the month. The Environmental Committee, upon agreement of the majority of its members, may propose to accept or reject the request for Variance. Notice of the proposed Variance must be mailed to each Owner by the fourth Wednesday of the month following the request. Owners shall have until the second Wednesday of the following month to respond to the proposed variance. If fifteen (15) Owners present written objection to the proposal to the Environmental Committee in that period, the variance shall not be

approved unless and until subsequent approval of the variance by a sixty-six and two-thirds percent (66-2/3%) of the Owners at an annual or special meeting of the Bannockburn Homeowners Association.

- a. An approval of any Variance shall not be constituted as a change of covenants or requirements and will not be interpreted as establishing a precedent for any future consideration.
 - b. The Environmental Committee has full authority to approve or deny any Variance request strictly on purely aesthetic grounds based solely on their judgment.
 - c. The Environmental Committee shall record the reasons for approval or disapproval of all requests for Variance.
 - d. The cost of the Variance mailing (inserts, envelopes and postage) to be paid by the Variance requestor. See the Variance Policy for cost information. The payment is due in full before notice of the proposed variance is sent to Owners.
7. General Requirements. The Environmental Committee shall require that all construction, landscape improvements and alterations within Bannockburn be complementary to the natural surroundings. The Committee shall protect the seclusion of each home from others insofar as reasonably possible.
8. Preliminary Approvals. Persons or associations who anticipate constructing Improvements within Bannockburn, owning land in Bannockburn, or who contemplate the purchase of land, may submit a preliminary design of Improvements to the Environmental Committee for informal review until final design plans are submitted and approved or disapproved.
9. Bannockburn Homeowners Association and its Agents not Liable. The Environmental Committee will use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Association, its Environmental Committee, nor any individual Board member, officer or committee member will be liable to any person for any official act of the Environmental Committee in connection with submitted plans and specifications, except to the extent the Environmental Committee or any individual Environmental Committee member acted with malice or intentional wrongful acts. Notwithstanding that the Environmental Committee has approved plans and specifications, neither the Environmental Committee nor any of its members will be responsible or liable to any Owner, developer, contractor, adjacent Lot Owner, or any other Owners affected by such requested Improvements with respect to any loss, liability, claim or expense which may arise by reason of such approval or the construction of the Improvements. Approval by the Environmental Committee does not necessarily assure approval by the appropriate governmental body of Douglas County. Neither the Environmental Committee, the Association, nor any agent thereof will be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of

this Declaration, nor for any structural or other defects in any work done according to such plans and specifications.

ARTICLE V – GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS

1. Plan of Development; Applicability; Effect. Pursuant to the Original Declaration, the Covenants are to protect the Owners' collective interests, health, safety, welfare, and the aesthetics and environment within the Community. In furtherance of that general plan, this Declaration establishes affirmative and negative Covenants, easements, and restrictions within the Community, subject to certain rights vested in the Board and the Owners to enable them to respond to changes in circumstances, conditions, needs, and desires within the Community. Each Lot shall be used only for residential purposes (including without limitation home office use) in compliance with the applicable building and zoning regulations of Douglas County, Colorado, including but not limited to height, floor area ratio, and setback requirements.
2. Owners' Acknowledgment. All Owners and Authorized Users are given notice that use of their Lots is limited by provisions of this Declaration as they may be amended, expanded and otherwise modified hereunder. Further, all Owners understand and agree that the specific restrictions, covenants and other provisions which restrict the use and enjoyment of property subject to this Declaration are now, and will be, set forth in the Governing Documents. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by this provision.
3. Rights of Owners. The Board shall not adopt any Rule in violation of the following provisions:
 - a. Equitable Treatment. Similarly situated Owners and Authorized Users shall be treated similarly. Actions taken by the Board and/or Environmental Committee will not be arbitrary or capricious.
 - b. Abridging Existing Rights. If any provision in this Declaration would otherwise require Owners or Authorized Users to dispose of personal property which they acquired when such ownership was in compliance with all Covenants in force at the time of such acquisition, such provision shall not apply to any such Owners without their written consent. However, all subsequent Owners and Authorized Users of that Lot shall comply with such provision.
4. Initial Use Restrictions. The following activities are regulated, restricted or prohibited, as set forth below, within the Community unless expressly authorized (and, in such case, subject to such conditions as may be imposed) by the Board:

- a. Zoning Regulations. No land within Bannockburn shall be occupied, used by, or for, any structure or purpose, which is contrary to the zoning regulations of Douglas County, Colorado.
- b. Signs. Commercial signage shall be limited to two "For Rent" or "For Sale" signs. No other permanent commercial signage shall be permitted unless required by law.
- c. Animals. The following list of animals may be maintained on each Residential Lot subject to the conditions of this Section. A combined total of all animals, except chickens and household pets, shall be limited to five. The allowed animals may be kept on any Lot provided said animals are kept in a corral not larger than 3000 square feet and are provided with supplementary feed. Under no circumstances will any commercial breeding or raising of animals be allowed. All animals will remain under control of their owners and will not be allowed to run at large or constitute a nuisance to other landowners.
 - i. Horses
 - ii. Donkeys
 - iii. Alpacas
 - iv. One Beef animal
 - v. Chickens. Chickens shall not exceed the maximum number of ten (10), provided adequate shelter is provided and built according to the Bannockburn Protective Covenants. No Roosters shall be permitted. No other fowl shall be permitted.
- d. No Re-subdivision. No tract described on the recorded plat shall be re-subdivided.
- e. Refuse and Rubbish. Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Rubbish is included to mean any items piled or stored in an unsightly manner, which infringes visually upon the native and natural environment of Bannockburn. Examples include, but are not limited to, broken concrete, slash piles, waste lumber, and construction debris. No tract or easement shall be used or maintained as a dumping ground for rubbish. No trash, litter or junk shall be permitted to remain exposed or visible from public roads or adjoining or nearby Residential Lots. All rubbish, 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. Animal-proof trash containers may be placed at the driveway entrance no sooner than the evening before the day of pickup and shall be removed on the day of pickup. Trash containers, which are not animal-proof, may be placed at the driveway entrance no sooner than the day of pickup and shall be removed on the day of pickup.

- f. Underground Utility Lines. All utility lines, water, gas, telephone lines, electricity lines, etc. within the limits of Bannockburn must be underground and may not be above ground, except transformers, meters or light standards.
- g. Garden. A family garden not to exceed 2500 sq. ft. is permissible; no additional ground to be used for farming purposes.
- h. Fencing. Existing fences shall be maintained in good structural and upright condition.

New fencing must be of new construction. All fences within twenty-five (25) feet or less on road frontages must be one of the following materials, or subject to the following limitations:

- i. Stone;
- ii. Split rail (wooden), with either two or three rails, and a maximum post spacing of ten (10) feet;
- iii. Post and pole (wooden), including doveled post and pole construction, with either two or three poles. Poles must have a nominal diameter or thickness a minimum of three inches (3") or greater and posts must have a nominal diameter or thickness a minimum of four inches (4") or greater. Maximum post spacing shall be ten (10) feet;
- iv. Post and rail (wooden) with either two or three rails. Rails must have a nominal thickness of two inches (2") or greater and a nominal width of six inches (6") or greater. Posts must have a minimum diameter or thickness of four inches (4"). Maximum post spacing shall be eight (8) feet for rails less than eight inches (8") wide and ten (10) feet for rails with a minimum width of eight inches (8") or more;
- v. White or earth toned (predominantly tan or brown) colored vinyl ranch style fencing with posts and rails to be of rigid construction and two, three or four rails that are separated and independent between posts;
- vi. Privacy fencing is prohibited within twenty-five (25) feet or less along road frontages. Privacy fencing is defined as higher than four (4) feet tall, and/or more than four (4) rails.

Fencing within twenty-five (25) feet or less from other Residential Lot boundaries must be one of the following materials, or subject to the following limitations:

- i. A type of fence approved for fences on road frontage as described above;
- ii. Woven wire with a maximum post spacing of sixteen (16) feet (one rod);
- iii. Barbless wire with a minimum of four strands and a maximum post spacing of sixteen (16) feet (one rod);

- iv. No electrical fences will be permitted unless attached to the inside of an otherwise approved fence.
- i. Vehicles. All motorized vehicles are specifically excluded from Bannockburn unless mufflers in good working order are attached to the exhaust systems. All vehicles are to be confined to subdivision roads and Owner's Lots only.
- j. Businesses. No commercial businesses of any kind shall be permitted in Bannockburn except those defined as Class 1 or Class 2 Home Occupations by Douglas County Zoning Resolution, Section 23 (“Home Occupation”).
- k. Nuisances. Any use, activity, or practice which is the source of, or unreasonably interferes with the peaceful enjoyment or possession of a Lot or any portion of the Community as a whole is prohibited. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed and obeyed.
- l. Single Family Use Only. No Lot and no residence on any Lot shall be used for any purpose other than for single-family residence. However, nothing in the Declaration shall prevent the rental of a Lot by the Owner thereof for residential purposes. No commune, co-operative or similar living arrangement shall be permitted on any Lot.
- m. No Noxious or Offensive activity. No noxious or offensive activity shall be carried on upon any property within the Community, nor shall anything be done or placed thereon which is or may become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to others as determined by the Board.
- n. No Annoying Sounds or Odors. No sound or odor, which is noxious or offensive to others, shall be emitted from any property or Improvements within the Community. Noises and odors that are both unavoidable and temporary, such as but not limited to those associated with construction, maintenance, repair or replacement, shall be allowed during daylight hours.
- o. No Hazardous Activities. No activities shall be conducted on any Lot and no Improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any neighbors and/or neighboring properties. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot, except in defense of family or property, and no open fires shall be lighted or permitted on any Lot, except in a contained barbecue unit or fireplace that is attended at all times.

ARTICLE VI – RESTRICTIONS ON RESIDENTIAL TRACTS

1. Number of Buildings. One detached single-family dwelling and two other outbuildings shall be permitted on each Lot.

2. Outbuildings. An outbuilding is defined as, but not limited to, a detached barn, garage, workshop, or storage building, and which is not intended for human habitation. Shipping or storage container-type structures are expressly prohibited. All buildings on a Residential Lot shall be complementary in appearance but need not be of identical construction or materials. Total combined ground level square footage of outbuildings may not exceed 3000 square feet.
3. Maintenance of Building(s). Each Owner of each Residential Lot shall maintain the building or buildings upon each Residential Lot such Owner owns in good aesthetic condition, making all appropriate repairs and replacements as often as the same shall become necessary.
4. Dwelling House to be Constructed First. A dwelling is defined as one or more connected rooms constituting a separate, independent housekeeping unit for residential occupancy by a single family and containing at least one kitchen facility. Construction of the dwelling shall begin before construction of outbuildings on the same Lot. Construction of each building shall be completed within twelve (12) months of the date of the Douglas County building permit. The exterior construction of all buildings must be completed, including treating and painting of wood, before occupancy.
5. Dwelling Size. For new construction in Filings 1 through 6, the ground or main floor area of each dwelling, exclusive of porches and garages, shall not be less than 2000 square feet for one story. If there is one and one-half (1 & 1/2) or more stories to the homes, the total floor space, exclusive of basement, porches, and garages must be not less than 2400 square feet.
6. Building Location. All dwellings will be set back at least 100 feet from all property lines. Outbuildings shall be set back a minimum of twenty-five (25) feet from all property lines and a minimum of fifty (50) feet from road frontages.

Additional location considerations for building locations and any other Improvement locations on a tract include, but are not limited to:

- a. Existing grades;
 - b. Topography;
 - c. Lot controls (e.g., utilities, well and septic systems, easements);
 - d. Preserve existing trees and vegetation where possible;
 - e. Respect existing views or view corridors, however there are no guarantees that current views will be preserved without impairment.
7. Tract Landscape Development. All disturbed (bare) ground shall be reseeded with grass or grass/wildflower mix within one (1) year from beginning of construction.

8. Clotheslines and Exterior Tanks. No property Owner shall place upon his property any clotheslines, swimming pool filter tanks, fuel tanks, or the like which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened or buried so that they will not be visible from the street or from adjoining tracts. Protective enclosures to screen the above must be approved by the Environmental Committee as a part of the Improvements to be located on the property.
9. Temporary Structures. No temporary house, trailer or pre-fabricated dwelling shall be allowed on any residential tract. No dwelling shall be occupied in any manner prior to its completion per specifications or plans approved by the Environmental Committee. Outside storage of recreational vehicles owned by Bannockburn residents is permitted on resident's Lot.
10. Exterior Lighting. No exterior lighting shall be permitted wherein any direct lighting or glare falls beyond the lot line. To minimize light pollution, Dark Sky Friendly lighting fixtures, those that minimize glare while reducing light trespass and sky glow, are encouraged.
11. Off-Street Parking. Each dwelling shall be constructed with adequate off-street parking area for at least two (2) automobiles per residence. No parking shall be allowed within the road right-of-way.
12. Foundation Exposure. No more than twelve inches (12") of foundation cinderblock or concrete shall be exposed.
13. Construction. Only new construction will be allowed (no used buildings of any type). Prefabricated mobile homes are not permitted for a single-family dwelling. Dwellings should be built on-site with material conforming to the restrictions in this Article. Dwellings that are built in part off-site, in component parts or in transportable sections are allowed as long as they conform to the limitations of square footage, acceptable building materials, and exterior appearance as determined by the Environmental Committee. Prefabricated buildings may be used for outbuilding structures. Roofing and siding materials for prefabricated structures must comply with covenant restrictions. In the case of additions or repairs to existing dwellings or buildings, the roofing and siding exterior finish materials may match preexisting materials for conformity, regardless of whether or not such materials are permitted for new construction. Fire resistant materials are strongly encouraged.

Roofing on all dwellings must be one of the following materials:

- a. Slate, ceramic or cement tile shingles;
- b. Laminated three-dimensional asphalt or asphalt/fiberglass shingles provided that they have a minimum 30-year warranty from the manufacturer. For aesthetic

reasons, standard "three-tab" and interlocking "T" shingles are prohibited regardless of weight or warranty;

- c. Metal roofing panels made from steel with the following characteristics:
 - i. A minimum thickness of 26 gauge
 - ii. Have minimum ¾" trapezoidal ribs on 9" centers
 - iii. Shall be protected by coatings and paint
 - iv. Have a minimum forty (40) year manufacturer warranty covering materials and paint/finish.

Exterior finish siding on all dwellings must be one of the following materials:

- a. Brick;
- b. Natural redwood, cedar or other natural wood boards with a width not exceeding twelve inches (12"), and treated with preservative, paint or stain;
- c. Natural stone;
- d. Natural wood logs;
- e. Manmade (pre-cast) rock or stone veneer products made with Portland cement and having a natural stone appearance;
- f. Fiber-cement lap siding with a minimum 25-year manufacturer's warranty, a minimum thickness of 5/16" and a minimum weight of 2.3 lbs. per square;
- g. Vinyl lap siding with a minimum thickness of .042", a minimum of ½" profile, a low gloss with color clear through, and a minimum 25-year warranty;
- h. Traditional cement-based stucco.

Roofing on all outbuildings must be one of the following materials:

- a. A material approved for dwellings.

Exterior finish siding on all outbuildings must be one of the following materials:

- a. A material approved for dwellings.

- 14. Fireplaces, Chimneys, Barbecues. All fireplaces, chimneys, and barbecues shall be equipped and maintained with spark arresting screens.
- 15. Driveways. Culverts shall be a minimum of fifteen inches (15") in diameter or that allowed for merging driveways into Douglas County approved roads and across road barrow pits.
- 16. Natural Gas. Intentionally left blank.
- 17. Land Uses. No Improvements, nor any noxious activity, shall be permitted on any Residential Lot, which is or might become a nuisance to adjoining residential tracts. No hunting will be permitted within Bannockburn.

18. Commercial Vehicle. A commercial motor vehicle (CMV) is defined in Colorado Law as “... any self-propelled or towed vehicle bearing an apportioned plate or having a manufacturer’s gross vehicle weight rating (GVWR) or gross combination rating (GCWR) of sixteen thousand one (16,001) pounds or more, which vehicle is used in commerce on the public highways of this state or is designed to transport sixteen (16) or more passengers including the driver : and (II) Any motor vehicle designed or equipped to transport other motor vehicles from place to place by means of winches, cables, pulleys, or other equipment for towing, pulling, or lifting, when such motor vehicle is used in commerce on the public highways of this state.”

Vehicles defined as Commercial Vehicles herein, excepting vehicles commonly known as pick-up trucks, are not allowed to be parked overnight on any Lot or road within Bannockburn. This includes but is not limited to:

- a. School buses;
- b. Semi-tractor-trailer rigs, semi-tractors and/or semi-trailers;
- c. Panel vans with sides greater than fifty (50) square feet.

Commercial Vehicles that are parked within a fully enclosed structure are not considered in violation of this restriction.

19. Private Roads, Lanes or Driveways. Private roads, lanes or driveways shall not be constructed without the prior written permission of the Environmental Committee.

ARTICLE VII - EASEMENTS

1. No Easements on Private Land. The Bannockburn Homeowners Association hereby forfeits all rights and claims to any easements on private property previously granted to or claimed by the Bannockburn Homeowners Association and returns all such rights to title respective property Owners.

ARTICLE VIII – INSURANCE

1. Insurance Policies – General. Insurance policies required to be carried by the Association shall be obtained, to the extent possible, from responsible companies duly authorized and licensed to do insurance business in the State of Colorado, and shall:
 - a. To the extent possible, contain a severability of interest clause that the insurance cannot be invalidated or suspended because of the negligent or intentional acts of the Association, its officers, directors, and agents.

- b. Provide that the policy of insurance shall not be terminated, canceled or substantially modified with less than thirty (30) days prior written notice to the Association, except for cancellation due to non-payment of premium.
2. Association Insurance - General. The Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth in this Article VIII, as follows:
 - a. The cost and expense of all insurance obtained by the Association shall be paid for out of Association funds collected by Assessments and otherwise as provided in this Declaration.
 - b. All costs and expenses borne by the Association, including, but not limited to, insurance premiums, and all costs and expenses borne by the Association in connection with insured and uninsured losses to persons or property within the Community, repairs and replacement of insured and uninsured property, and claims settlement or adjustment shall be considered Common Expenses.
3. Association's Specific Policies. The Association shall obtain and maintain in full force and effect the following types of insurance:
 - a. General Liability. The Association shall obtain and maintain in full force and effect, at all times, a comprehensive policy of general liability insurance covering all of the Community Property and Bannockburn HOA sponsored functions and activities, in such limits as the Board from time to time may determine, but not in any amount less than One Million Dollars (\$1,000,000) per injury, per person, and per occurrence. All liability insurance shall name the Association as the insured, with the Board or managing agent, if any, the officers of the Association and Owners as additional insureds as provided in this Declaration.
 - b. Fidelity Insurance. The Association shall obtain adequate fidelity coverage to protect against dishonest acts on the part of its officers, members of the Board of Directors, and managing agents and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, members of the Board, and trustees.
 - c. Officers' and Directors' Liability Insurance. The Association shall obtain and keep in full force and effect, officers' and directors' personal liability insurance in the minimum amount of One Million Dollars (\$1,000,000) to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association. The term "officers" or

the term “directors” shall include any officer, director, or agent of the Association and all members of committees of the Board

ARTICLE IX – GENERAL PROVISIONS

1. Prior Amendments. This document supersedes all previous versions of the Bannockburn Protective Covenants and amendments thereto for Bannockburn Subdivision Filings 1 through 6, and amendments thereto.
2. Severability. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.
3. Effect and Duration of Covenants. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in Bannockburn, and each Owner of property therein, its successors, representatives and assigns and shall continue in full force and effect until amended as provided below.
4. Amendment. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of sixty-six and two-thirds percent (66 & 2/3%) of the Resident Owners of the privately owned land included within the boundaries of Bannockburn, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Douglas County, Colorado.
5. Manner of Voting. Voting on matters related to these Covenants shall be done in person or by written proxy at an annual or special meeting of the Bannockburn Homeowners Association at which a quorum is present, provided that only Resident Owners shall be eligible and permitted to vote. No proxy shall be valid after eleven (11) months from its date of execution.

Any vote, which would normally be conducted at an annual or special meeting of the Bannockburn Homeowners Association, may also be conducted by written ballot through the United States Postal Service. In order to utilize a written ballot in lieu of a meeting, the matter or resolution to be considered shall be described in a written ballot and shall be personally delivered or mailed by the Secretary of the Corporation to each Resident Owner by first-class United States mail, postage prepaid, addressed to such Resident Owner at the mailing address registered by such Resident Owner with the Secretary of the Corporation or, if no address has been so registered, then to the address for the Residential Lot owned by such Resident Owner. The Resident Owners shall have twenty-one (21) days from the date of delivery or deposit into the United States mail system, whichever first occurs, within which to return such ballot to the Secretary of the Corporation evidencing such Resident Owners vote in favor or against the matter or resolution proposed.

Only such ballots as are executed by Resident Owners and are actually received by the Secretary within such twenty-one (21) day time period shall be valid and counted. The Environmental Committee shall have the sole authority to determine if a ballot has been properly executed and timely voted, and the decision of the Environmental Committee shall be final and binding, not subject to contention.

BY SIGNATURE BELOW AS OF _____, 2021 THE PRESIDENT ACKNOWLEDGES THAT TWO THIRDS OF ALL OWNERS HAVE EXECUTED THE WRITTEN CONSENTS ATTACHED.

BANNOCKBURN HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation

_____ President

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as President of Bannockburn Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public