

CC&R^s

RANGEVIEW ESTATES

**DECLARATION OF COVENANTS, CONDITIONS and
RESTRICTIONS FOR RANGEVIEW ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RANGEVIEW ESTATES is made and entered into by Rangeview Estates LLC, a Colorado limited liability company ("Declarant").

RECITALS:

WHEREAS, the Declarant is the owner of the real property situated in the City of Aurora, County of Arapahoe, State of Colorado, which is described in Exhibit A, attached hereto and incorporated herein by this reference.

WHEREAS, the Declarant desires to subject and place upon the certain property described on Exhibit A (the "Community"), certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein for the purpose of protecting the value and desirability of the Community and for the purpose of furthering a plan for the improvements, sale and condominium ownership of the Community, to the end that a harmonious and attractive development of the Community may be accomplished and the health, comfort, safety, convenience and general welfare of the Declarant, its successors and assigns in the Community, or any portion thereof, may be promoted.

WHEREAS, pursuant to the Act (as defined below), the community is deemed to be a small or limited community and is exempted from the terms and conditions of the Act.

NOW, THEREFORE, the Property shall be subject to the covenants, conditions and restrictions contained herein.

**ARTICLE 1
DEFINED TERMS**

Section 1.1 Defined Terms. Each capitalized term in this Declaration shall have the meaning specified or used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

- (a) Act shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et. seq.*, as it may be amended.
- (b) Architectural Review Committee or Committee means the committee appointed by the members, for the purpose of implementing the architectural review provisions of this Declaration and architectural guidelines for the Community to insure proper use, appropriate improvement, and harmonious additions, alterations and improvements within the Community.
- (c) Community or Rangeview Estates Community or Planned Community shall mean the planned community known as "Rangeview Estates," and the real property subject to this Declaration and as further defined by the recorded Plats and the legal descriptions contained in this Declaration.
- (d) Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Rangeview Estates, as amended, recorded in the office of the Clerk and Recorder of Arapahoe, Colorado.
- (e) Drainage Easements shall mean those easements depicted on the Map identified for drainage purposes and generally run between each Lot.

(f) Governing Documents shall mean this Declaration, the Plat, any Maps, as all of the foregoing may be amended from time to time.

(g) Lot shall mean and refer to any plot of land shown upon any recorded Plat of the Property with the exception of Common Areas, if any.

(h) Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot or Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(i) Pet shall mean and include cats, dogs, birds, reptiles or other household animals.

(j) Plat or Map shall mean and refer to the plat(s) and/or map(s) of the Property and improvements that are subject to this Declaration and which are designated in the Plat or Map recorded in the records of the Office of the Clerk and Recorder of Arapahoe County, Colorado. More than one plat, map or supplement thereto may be recorded, and, if so, then the term "Plat" or "Map" shall collectively mean and refer to all of such plats, maps and supplements thereto.

(k) Property shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

ARTICLE 2 NAMES & DESCRIPTION OF PROPERTY/EASEMENTS

Section 2.1 Property. The Planned Community is located in Arapahoe County, State of Colorado. The Property of the Planned Community is described in Exhibit A and the Plat and/or is consistent with the common scheme and plan for the creation and operation of the Community. The number of Lots currently included in the Community is Fourteen (14). Easements for utilities, drainage and other purposes over and across the Lots and any Common Area may be as shown upon a recorded Plat and on any recorded Map of the Planned Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

ARTICLE 3 COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 3.1 Authority. All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

(a) The ability of Owners to use their Lots may be limited by the provisions in the Governing Documents.

Section 3.2 Use/Occupancy. All Lots within the Community shall be used only for those uses and/or purposes as allowed by the local zoning. Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot and do not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited. Uses which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi trailers; (e) the use or rental of any structure on a Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.

Section 3.3 Maintenance of Lots and Improvements. Owners are responsible for the maintenance, repair and replacement of the property and improvements located within their Lot boundaries. Each individual owner shall be required at their sole cost and expense to maintain that portion of the block wall constructed upon their Lot.

Section 3.4 Landscaping Requirements and Restrictions. The landscaping of each Lot shall be maintained by the Owner in a good, neat, attractive and well-kept condition, whether xeriscaped or with turf, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, and removal of weeds and debris.

Section 3.5 Restrictions on Pets. Pets may be kept on a Lot, if the Pet is not a nuisance to other residents. No resident shall maintain or keep any Pet which is considered to be a danger to the Owners, or occupants in the Community or is otherwise considered to be a dangerous breed by the City of Aurora.

Section 3.6 Antennae. "Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna.

Section 3.7 Vehicular Parking, Storage, and Repairs.

(a) The following may not be parked or stored within the Community, unless such parking or storage is within a garage on a Lot, or allowed by the Act as an "emergency vehicle": oversized vehicles, trucks, pickup trucks over 3/4 ton, commercial vehicles, vehicles with commercial writing on their exteriors, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation. The foregoing may be parked as a temporary expedience for loading, delivery of goods or services, or emergency. Overnight parking is prohibited. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of any Common Area, Lots, or any improvement located thereon.

(b) No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot or within the Community unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets.

(c) No parked vehicle may impede the safe and efficient use of the streets by residents, obstruct emergency access to/from the Community, or interfere with the reasonable needs of other residents to use their driveway, Community streets or guest parking, if any.

(d) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of garages.

(e) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately.

Section 3.8 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Rangeview Estates Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Rangeview Estates Community which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Community.

Section 3.9 No Hazardous Activities. No activity shall be conducted on and no improvement shall be constructed on any Property within the Community which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property within the Community. No open fires shall be lighted or permitted on any Property within the Community except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent dispersal of burning embers unless otherwise prohibited by governmental ordinances. No Owner or Owners shall permit any condition on his Lot or Lots which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 3.10 Restrictions on Clotheslines and Storage. No clotheslines, drying areas or yards, service yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted on any Lot.

Section 3.11 Restriction on Signs and Advertising Devices. (a) Except as provided in this Section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere on a Lot; (b) Signs intended to impact the outcome of an election must be displayed no sooner than 45 days prior to the election and must be removed no later than 7 days after the election. (c) One professionally lettered "For Sale" or "For Rent" sign not to exceed three feet by two feet and one professionally lettered security or alarm system sign not exceeding one square foot may be displayed on a Lot.

Section 3.12 Outbuildings and Temporary Structures. An "outbuilding" shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure, including sheds, trailers, mobile homes, tents, shacks, barns, or detached garages or carports, and swing sets, shall be allowed on any Lot unless approved in writing by the Architectural Review Committee. Further, no outbuilding or temporary structure shall be used on any Lot at any time for residential purposes, either temporarily or permanently. No outbuilding shall be constructed upon any easement or Drainage Easement within the Community.

Section 3.13 Trash Removal Restriction. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road or on any Lot, unless placed in a suitable container suitably located. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or receptacles shall be maintained in an exposed or unsightly manner.

Section 3.14 Heating and Cooling Apparatus. No types of refrigerating, cooling, or heating apparatus (e.g. swamp coolers, air conditioning units, etc.) shall be permitted on a roof, and no such apparatus shall be permitted elsewhere on a Lot, except when appropriately screened and approved by the Architectural Review Committee.

Section 3.15 Compliance with Governing Documents. Each Owner shall comply strictly with the provisions of this Declaration.

Section 3.16 Compliance with Other Laws. No improper, offensive or unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 3.17 Drainage Easement. Except a fence constructed pursuant to Section 3.18 below, no Owner shall construct any Improvement within the Drainage Easement as identified on the Plat.

Section 3.18 Restriction on Fences. Except as specifically provided for herein, no Owner may construct a fence on any portion of their Lot. Approved fences shall be three rail split rail fences which shall be forty-eight inches in height. No fence may be constructed on the front portion of the yard. Fences may be constructed commencing at the front corner of the home constructed upon the Lot extending laterally to the Lot line then running along the side Lot line rearward to the rear Lot line and along the rear Lot line. At no point in the community may double fences be constructed. Owners may attach 2"x4" welded "dog wire" meshing to the fence to contain dogs or other pets.

ARTICLE 4 ARCHITECTURAL REVIEW

Section 4.1 Required Approval. No structures, including residences, outbuildings, accessory buildings, tennis courts, swimming pools, antennas (except as otherwise permitted in this Declaration), flag poles (except as otherwise permitted by the Act), fences, walls, exterior lighting, landscaping, or any other improvements shall be constructed, erected, relocated, removed or installed on a Lot, nor shall any painting, alteration or change to the exterior of the improvements, the exterior of a residence, to a Lot or to any structure or any attachment to the exterior of a residence (including paint, awnings, patios, decks, or shutters) be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Architectural Review Committee ("Committee"). The Committee may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), location and size of driveways, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee.

Section 4.2 Acknowledgment of Owners. Owners acknowledge, accept and agree to the following:

(a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Committee;

(b) Owners shall immediately comply with any request Architectural Review Committee for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;

(c) Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;

(d) Owners shall notify the Committee of completion of the improvement's installation or construction within five days of such completion;

(e) If the improvement as built does not conform to the improvement as approved by the Committee, the Committee's approval will be deemed withdrawn, and upon written request of the Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications;

(f) In the event of withdrawal of Committee approval for any reason(s) cited in this Section, and upon written request from the Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 4.3 Architectural Criteria. The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Upon its review of such plans, specifications and submittals, the Committee may require that the applicant(s) reimburse the Board for actual expense incurred by it in its review and approval process.

Section 4.4 Establishment of the Committee. The Initial Committee shall consist of a minimum of three members appointed by the Declarant. Subsequent committees shall be elected by the Members of the Community by a majority vote.

Section 4.5 Architectural Guidelines. The Committee may adopt architectural guidelines from time to time but in no event prior to five years from the recordation date of this Declaration without the express consent of Declarant.

Section 4.6 Reply and Communication. The Committee shall reply to all submittals of plans made in accordance herewith in writing within 45 days after receipt. In the event the Committee fails to take any action on submitted plans and specifications within 45 days after the Committee has received the plans and specifications, approval shall be deemed to be Approval; provided, however, nothing in this Section shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration. All communications and submittals shall be addressed to the Committee at the registered address.

Section 4.7 Commencement and Completion of Construction. All improvements approved by the Committee must be commenced within 30 days from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work. Additionally, except with written Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Committee shall be completed within 90 days of commencement.

Section 4.8 Liability. The Committee and the members thereof designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. The Committee shall not bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements.

ARTICLE 5

Section 5.1 Damage to or Destruction on Lots. In the event of damage to or destruction of structures or improvements on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure and improvements in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning

of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with this Declaration.

ARTICLE 6 GENERAL PROVISIONS

Section 6.1 Compliance and Enforcement. Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

Section 6.2 Attorney Fees. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, an Owner may commence legal proceedings to enforce these Covenants. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs.

Section 6.3 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 6.4 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 6.5 Amendment of Declaration by Owners. Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of at least 67% of the Owners. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. As used herein the term Notice shall mean delivery of written notice of a meeting to the address of the property, by United States mail, postage prepaid, delivered no less than 10 nor more than 50 days prior to the date of the Meeting. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Arapahoe County, Colorado of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Owners within the Community.

Section 6.6 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 6.7 Interpretation. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 6.8 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

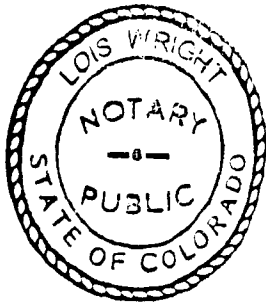
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

RANGEVIEW ESTATES, LLC
a Colorado Limited Liability Company

By: *Dennis L. Marshall*
Dennis Marshall, Manager

STATE OF COLORADO)
COUNTY OF *Jefferson*) ss.

The foregoing Declaration was acknowledged before me by Dennis Marshall, as Manager of Rangeview Estates, LLC, a Colorado Limited Liability Company, on this *23* day of *July*, 2008.



SEAL

My Comm. Expires _____

Lois Wright
Notary Public

06-30-09
Commission Expiration Date

**EXHIBIT A
PROPERTY**

A parcel of land situated in the SE ¼ of Section 15, T.4S., R.67 W. of the 6th P.M., City of Aurora, Arapahoe County, Colorado, more particularly described as follows:

Commencing at the northeast corner of the southeast one quarter of said Section 15, and considering the east line of the southeast one quarter to bear South 00°26'04" East, Thence South 61°55'48" West a distance of 711.13 feet to a point on the easterly right-of-way line of South Geneva Street, said point being the Point of Beginning;

Thence North 89°34'54" East, a distance of 300.00 feet;

Thence South 00°26'04" East a distance of 630.16 feet to a point on the northerly right-of-way line of East Kentucky Drive;

Thence westerly along said northerly right-of-way line of East Kentucky Drive, South 89°34'54" West, a distance of 153.50 feet to the southeast corner of a parcel of land described in deed recorded in book 2684, at page 632 of the official records of the Arapahoe County Clerk and Recorder;

Thence northerly, then westerly along said parcel of land the following two (2) courses;

- 1) North 00°26'04" West, a distance of 149.00 feet;
- 2) South 89°34'54" West, a distance of 146.50 feet to a point on the easterly right-of-way line of South Geneva Street;

Thence northerly along the easterly right-of-way line of South Geneva Street, North 00°26'04" West, a distance of 481.16 feet to the Point of Beginning.

Parcel of land contains a calculated area of 167,220 square feet or 3.84 acres more or less.