AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Approving the First Amendment to Decla

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Resolution Approving First Amendment to Declaration of Protective Covenant Larkspur

Fiscal Impact:

Submitted by: Laura Seymour **Submitter's Email Address:** lseymour@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 9/29/16

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 9/30/2016 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/30/2016

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 10/4/2016

Revised April 2015

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8/21/06 4:22 PM Pg: 1 of 34
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DECLARATION OF PROTECTIVE COVENANTS LARKSPUR

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DECLARATION OF PROTECTIVE COVENANTS
LARKSPUR

ARTICLE I
INTRODUCTION

This instrument contains the effective protective covenants for all lands within LARKSPUR, in Gunnison County, Colorado, which lands are more specifically described on Exhibit "A" attached hereto.

Garland Properties, Inc., Gary F. Garland and Derek Taaca, hereafter termed "Declarants" are the owners of all that real property above described within LARKSPUR.

The Declarants hereby make, declare, and establish the following limitations, restrictions, and uses upon and of all real property contained within LARKSPUR as restrictive and protective covenants running with the land, binding upon the Declarants, the Larkspur community Association, and upon all persons or entities claiming by, through, or under them and upon all future owners of all or any part of the real property with LARKSPUR so long as these restrictions remain in effect.

ARTICLE II
STATEMENT OF PURPOSE AND DECLARATION

Section 1.1 Ownership of Property. Declarant is the owner of the real property ("Property") situate in Gunnison County, Colorado, described as follows:

The Real Property, together with all improvements situate thereon, as set forth on attached Exhibit A,

Together with all water rights as set forth on attached Exhibit B.

Section 1.2 Declaration of Covenants. Declarant hereby makes, declares and establishes the following covenants, restrictions and easements which shall affect the Property. This Declaration of Protective Covenants shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Lots, tracts or parcels thereof, their heirs, successors and assigns and their employees, guests and invitees and shall inure to be for the benefit of each Owner of a Lot within the Property.

Section 1.3 Common Interest Community. Declarant further declares the Property to be a Common Interest Community in accordance with the Colorado Common Interest Ownership Act. The annual average common expense liability of each Lot, exclusive of optional user fees and any insurance premiums paid by the Association, as defined below, will not exceed $600.00 and pursuant to Colorado Revised Statutes Section 38-33.3-116, is therefore exempt from the provisions of the Colorado Common Interest Ownership Act, except only for Sections 38-33.3-105, 38-33.3-106, and 38-33.3-107. If the annual average common expense liability of each Lot, exclusive of optional user fees and any insurance premiums paid by the

Association, should ever exceed the statutory maximum amount for exemption from full conformance with the Colorado Common Interest Ownership Act, then the Association will fully conform with the provisions of the Colorado Common Interest Ownership Act.

Section 1.4 Purpose of Covenants. It is the intention of the Declarants, expressed by their execution of this instrument, that the real property above described be developed and maintained as a highly desirable rural residential, commercial, and recreational area. It is the purpose of these covenants that the present natural beauty, the natural growth and native setting and surroundings of LARKSPUR, and the property values and amenities therein shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument, and that high standards of architectural quality and landscape design be maintained.

In order to carry out these purposes and intents, the Declarants have incorporated the LARKSPUR Community Association under the laws of the State of Colorado and have delegated and assigned thereto the powers of maintaining, administering and enforcing the covenants and restrictions and governing design control within LARKSPUR, as hereafter set forth.

Garland Properties, Inc., hereby reserves the right at any time after the date of recording hereof, to include additional property within the operation of this Declaration of Protective Covenants by the platting of record in the office of the Clerk and Recorder of Gunnison County, Colorado of such additional property, which shall be denominated as either "LARKSPUR", Phase II or some other name, and by a reference to a supplemental filing or filing number, and by execution by Garland Properties, Inc. and recording thereof in the office of the Clerk and Recorder of Gunnison County, Colorado of a supplement or supplements hereto which certifies that by its dedication of the lands therein platted, it subjects the same to the full operation and effect of this Declaration of Protective Covenants as then in force as the same may have been amended and to the Design Guidelines adopted by the LARKSPUR Community Association.

ARTICLE III
DEFINITIONS

As used herein, the following words and terms shall have the following meaning:

1. **Association** LARKSPUR Community Association, a Colorado non-profit corporation, has been formed for the purpose of enforcing these covenants and adopting and enforcing Design Guidelines and for the implementation hereof. This entity may also be referred to as the LARKPSRUR Homeowners Association.

2. **Association Lot** That lot designated on the plat preceded by an "A". This lot is for the purpose of maintenance, offices, garages, and one employee unit to be owned and used by Larkspur Community Association.

3. **Basement** That portion of the structure primarily sub-grade as defined by the Uniform Building Code.

4. **Gunnison County** The Board of County Commissioners, Gunnison County, Colorado.

5. **Design Review Board (DRB)** A committee of up to five (5) members appointed by the Board of Directors of the Association responsible for carrying out the duties, responsibilities, and enforcement of the Design guidelines.

6. **Design Guidelines** A separate document entitled LARKSPUR, Design Guidelines. which contains specific requirements and restrictions for building design and location, building materials, minimum and maximum square footage and other requirements which may, from time to time, be amended, modified, or changed by the Board of Directors of the LARKSPUR Community Association.

7. **East River Regional Sanitation District (ERRSD)** The entity supplying sanitary sewer service to LARKSPUR.

8. **Essential Single Family Lot** A lot designated on the recorded plat of LARKSPUR by the letter "E" followed by the lot number, which can be used solely for residential purposes and upon which not more than one residential building containing not more than one primary dwelling unit, together with not less than one attached two-car garage may be constructed. These lots are deed restricted and are subject to rules and restrictions imposed and enforced by Gunnison County.

9. **Essential Multi Family Lot** A lot designated on the recorded plat of LARKSPUR by the letter "EM" followed by the lot number, which can be used solely for residential purposes and upon which not more than one residential building containing not more than four primary dwelling units (4-plex lots), and one residential building containing not more than two primary dwelling units (duplex lots), together with not less than two attached two-car garage for each unit may be constructed. These lots are deed restricted and are subject to rules and restrictions imposed and enforced by Gunnison County.

10. **Garland Properties, Inc., a Colorado Corporation**, formed for the specific purpose of planning, subdividing, and developing LARKSPUR, and other properties. Until such time as the LARKSPUR Community Association is officially formed, Garland Properties, Inc. will be responsible for development of all roads, utilities, utility easements, open space, and recreation amenities within the boundaries of LARKSPUR.

11. **General Use Requirements** Guidelines stating allowed or prohibited uses, as set forth in Article VI of this document.

10. **Gross Residential Floor Area (GRFA)** The usable interior floor space within dwelling units, excluding all exterior walls, porches, carports, garages, decks, basements, areas less than 5 feet in finished height and floor areas less than 7 feet finished width in any dimension. Square footage of stairs count on each floor minus space under the stairs that is less than 5 feet in height.

11. **LARKSPUR** All lands included within the boundaries of LARKSPUR, Gunnison County, Colorado, as shown on the plat thereof bearing Reception No. 568254 in the office of the Gunnison County Clerk and Recorder.

12. LARKSPUR Water Association (LWA) A sub-committee of the LARKSPUR Community Association that is responsible for supplying, administering and treatment of potable, non potable, and water for fire protection water to the Association, and lands outside of Larkspur pursuant to Article XIII, paragraph 3 of these Protective Covenants.

13. Maintenance Lot Lot number shall be preceded by an "A". A tract designated on the recorded plat of LARKSPUR as "Maintenance" and which shall be used for offices, enclosed storage, repair, and maintenance of all equipment and supplies of the LARKSPUR Community Association. A maximum of one employee residence unit is also allowed on this lot.

14. Open Space All that area within LARKSPUR designated on the recorded plat of LARKSPUR as "Open Space". All Open Space areas shall either remain in their natural condition or may be improved by the LARKSPUR Community Association as park, underground utility and recreation areas. All Open Space areas shall be available for use by all residents of the LARKSPUR Community Association and their guests and invitees in accordance with the rules and regulations of said Association.

15. Open Space Restrictions Limitations on the use of Open Space areas and guidelines for management of these areas, as set forth in Article VIII of this document.

16. Operation and Maintenance Requirements Requirements covering post-design factors and activities, such as construction, site maintenance, garbage and trash removal, recreational activity restrictions, and environmental performance requirements, as set forth in Article VII of this document.

17. Owner The owner of record of a fee simple title to any tract, or unit in LARKSPUR.

18. Parks Any areas designated on the final plat of LARKPUR as "public parks" shall be open for use of the general public in addition to those residing in LARKSPUR.

19. Recreation Lot A lot designated on the recorded plat of LARKSPUR by the words "Recreation Tract" preceded by an "R" followed by the tract number, which can be used for recreational purposes including tennis facilities, both indoor and outdoor, clubhouse, health club, swimming center, bathrooms and showers, climbing wall, batting cages, golf practice area, basketball courts, pro shops, parking, food and bar service, and accompanying offices and services. One employee residence may also be built on this lot. Said tract may be resubdivided by the owner thereof into a maximum of three units without obtaining the consent of the LARKSPUR Community Association or the owner of any lot, tract, or unit within LARKSPUR, upon compliance with the terms and conditions of the Gunnison County Land Use Resolution in effect upon the date of such resubdivision.

20. Single Family Lot A lot designated on the recorded plat of LARKSPUR by the letter "S" followed by the lot number, which can be used solely for residential purposes and upon which not more than one residential building containing not more than one primary dwelling unit, together with not less than one attached two-car garage may be constructed.

21. Tap Fees Those fees paid to either the East River Regional Sanitation District or the Larkspur Water Association for providing sewer and water services respectively.

22. Tracts or Lots Those tracts or lots designated on the recorded final plat of LARKSPUR, as either single family lots, multi-family lots, maintenance, or recreational lots.

23. Unit Any condominium or townhouse unit created by resubdivision of either the Recreation Lot or any Essential Multi-Family Lots.

ARTICLE IV
LARKSPUR COMMUNITY ASSOCIATION

1. Formation and Purpose The LARKSPUR Community Association has been formed for the purposes of promoting the health, safety, welfare and tranquility of the residents of said real property. In connection therewith, LARKSPUR Community Association is charged with the responsibility for enforcement of the Declaration of Protective Covenants for LARKSPUR and all Design Guidelines adopted pursuant to authority granted under this Declaration of Protective Covenants for LARKSPUR, and shall have all rights necessary or incidental to the accomplishment of its expressed or implied purposes.

2. Membership Every person or entity who is a record Owner of a fee or undivided fee interest in any lot, tract or unit within LARKSPUR, shall automatically be a member of the LARKSPUR Community Association; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from record ownership of any property subject to the Declaration of Protective Covenants for LARKSPUR.

3. Voting Rights For purposes of voting, the Association shall have one class of voting membership, which shall consist of all record owners of a fee or undivided fee interest in any lot, tract, or unit which is subject to this Declaration of Protective Covenants who have paid all duly authorized assessments of the Association.

Members shall be entitled to vote as follows:

- 1 vote per each single family lot.
- 1 vote per each essential single family lot.
- 1 vote per each recreation tract, plus one additional vote for each condominium unit thereon for which a certificate of occupancy has been issued.
- 1 vote per each unit in essential multi family units for which a certificate of occupancy has been issued.

4. Powers The Board of Directors of LARKSPUR Community Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts in exercise therof consistent with the purposes and objects of the Association, as set forth in its Articles of Incorporation, its Bylaws, and the Declaration of Protective Covenants for LARKSPUR. Subject only to the limitations on the exercise of such powers and duties as are expressly set forth in its Articles of Incorporation, its Bylaws and the Declaration of Protective

Covenants for LARKSPUR, the Association's powers and duties shall include, but not necessarily be limited to:

a. Exercising all powers, duties and authority vested in or delegated to the Association and not reserved to the membership of the Association by other provisions of its Articles of Incorporation, it's Bylaws, or the Declaration of Protective Covenants for LARKSPUR.

b. Enforcing the Declaration of Protective Covenants for LARKSPUR, and adopting and enforcing the Design Guidelines.

c. Imposing a reasonable Non-Compliance Assessment for violation of the Declaration of Protective Covenants and Design Guidelines adopted by the Association.

d. Authority to approve or disapprove any and all types of construction within LARKSPUR; this authority may be delegated to the Design Review Committee.

e. Fixing, levying, collecting and enforcing all assessments, as provided for herein;

f. Entering upon any property, without liability, to any Owner for trespass, damage or otherwise, for the purpose of maintaining or repairing the property in the manner required by the Declaration of Protective Covenants if the Owner therof, after reasonable notice, and an opportunity to correct the non-compliance, fails to maintain and repair the property as required by the Declaration of Protective Covenants and the Design Guidelines.

g. Commencement and maintenance, in its own name, on its own behalf, or in the name and on behalf of any Owner or Owners who consent thereto, of suits and actions to restrain and enjoin any breach or threatened breach of the Declaration of Protective Covenants, or the Design Guidelines, and enforcement by mandatory injunction or otherwise, of all of the provisions of the Declaration of Protective Covenants or the Design Guidelines.

h. Preventing the maintenance of nuisance and impairment of the attractiveness and value of property within LARKSPUR; and

i. Exercising any and all powers granted to the Association by the Colorado statutes governing the formation and operation of non-profit corporations.

5. Composition of Board of Directors The Board of Directors of LARKSPUR Community Association shall consist of five members, each of whom shall be entitled to vote on all matters submitted to the Board for resolution.

6. Design Guidelines The Association, acting through its Board of Directors, and subject to the provisions of the Declaration of Protective Covenants, may adopt Design Guidelines consistent with the expressed or implied purposes of the Declaration of Protective Covenants and the Association, which govern, but need not necessarily be limited to: use of real property within LARKSPUR, general conduct of Owners, members of their immediate family, and their guests and invitees, pet control, noxious, offensive or dangerous activity; nuisances; property maintenance; services; financial matters; enforcement of the Declaration of Protective Covenants; building and landscaping control and design and construction matters as set forth in Article VI.

Prior to the amendment or repeal of any existing Design Guidelines, the Board shall give

notice of the proposed action to all Owners and provide to those Owners an opportunity to submit view or otherwise participate informally in conferences relative to the proposed actions. Notice of the proposed action shall be published once a week for two successive weeks in any newspaper of general circulation within Gunnison County, Colorado. In lieu of the publication requirement, the Board may direct notice be given by posting in no less than three (3) prominent places within LARKSPUR. Any such notice shall state the time, place and nature of the proceedings, which shall not be held less than five (5) days after the last publication is given, or, if appropriate, twenty (20) days after posting, the authority under which the action is proposed, and either the terms or substance of the proposed Design Guidelines, amendment thereof, or a description of the subjects and issues involved. At the time and place specified in the notice, the Association shall hold a public hearing at which it shall afford interested persons an opportunity to submit written data, views, or arguments and to present the same orally unless the Board deems it unnecessary. The Board shall consider the submissions prior to taking any action. In the event the Board acts as initially proposed, the action taken shall become effective immediately thereafter. In the event of any material revisions made by the Board to the proposed actions subsequent to the giving of notice to Owners, as provided hereinafter, as a result of Owner comment or otherwise, the proposed actions, as revised, shall become effective immediately after the Board votes to adopt same and gives notice to each owner of such revisions, in the manner provided above.

Temporary or emergency amendments to the Design Guidelines may be adopted without compliance with the foregoing procedures, without notice, where no less than three of the five members of the Board find that immediate adoption of such Design Guidelines or amendments thereto is imperatively necessary for the preservation of Owner health, safety and welfare, and compliance with the procedures set forth above would be contrary to Owner interest. Notice of such findings and a statement of the reasons for the action shall be promptly given to each Owner together with the terms and substance of the temporary or emergency Design Guidelines or a description of the subjects and issues involved. Any temporary or emergency Design Guidelines or amendments thereto shall become effective upon adoption by the Board or on such a later date as is set forth in the temporary or emergency Design Guidelines or amendments thereto and shall be in full force and effect from that date for a period not to exceed three months, unless during that time the temporary or emergency Design Guidelines so adopted are made permanent by compliance with the provisions contained herein relating to the adoption of Design Guidelines other than temporary or emergency Design Guidelines.

The Design Guidelines adopted hereunder shall be certified by the Secretary or Assistant Secretary of the Association, and shall be on file in the office of the Association and available for inspection by any owner, prospective owner, or mortgagee of any property within LARKSPUR, during normal business hours. Said Design Guidelines shall have the same force and effect as if the same were set forth in and made a part of these Protective Covenants, without the necessity of amending these Protective Covenants.

7. Assessments The Association, acting through its Board of Directors, is further charged with the responsibility of, and is granted the authority for enacting, adopting and enforcing assessments of the following classifications, including amendments or supplements thereof:

a. Association Dues Assessment An Association Dues Assessment, based upon a budget developed by the Association Board, will be levied upon all Owners subject to this

assessment for the purpose of generating sufficient revenues to pay and discharge anticipated operational and maintenance expense. In developing the budget, the Board of Directors shall take into consideration all expenses which are reasonably foreseeable, and which are deemed to be necessary, prudent and desirable, for the purpose of performing the Association's duties and obligations under the Covenants and such Design Guidelines as may be adopted by the Association. Those expenses, which are deemed to be necessary, prudent and desirable may include, but not necessarily be limited to: (1) real property taxes on any property owned by the Association; (2) reasonable insurance coverage, including liability insurance for directors, agents and employees of the Association; (3) legal, accounting and audit fees; (4) salaries and utility costs for security; (5) capital projects of a general Owner benefit and reserves therefore; (6) office salaries; (7) payroll taxes and workmen's compensation; (8) contract labor; (9) office rent, utilities, supplies, postage and expenses; (10) printing; (11) directors' reimbursable expenses; (12) reasonable directors' fees; (13) design committee expenses; and (14) a reasonable reserve for contingencies. All essential lots and/or essential units shall be charged an initial assessment fee equal to fifty (50) percent of that assessment all non-essential lots and units. Any general assessment, special assessment, or any other assessed charge for all essential housing lots and units shall be subject to an annual assessment increase limitation equal to 3% of the prior year's general annual assessment for the essential housing lot or unit.

b. Non-Compliance Assessment Should any Owner cause or allow to be caused any violation of the Declaration of Protective Covenants or any Design Guidelines adopted under the power and authority granted herein, and allow such violation to continue after written notice to such owner and the expiration of a reasonable time in which to comply, as set forth in the written notice, a Non-Compliance Assessment may be levied by the Board against such Owner. The amount of any such assessment may include: (1) costs incurred by the Association in attempting to secure compliance, including reasonable attorney's fees; and (2) non-compliance penalties in such amounts as may from time to time be established by the Association's Board of Directors.

c. Emergency Assessments In addition to the specific assessments provided for herein, the Association, acting through the concurrence of at least four of the five members of the Board, may adopt, levy and enforce such emergency assessments as may be deemed necessary for the preservation and protection of the property subject to the Declaration of Protective Covenants.

The Association Dues Assessment shall be levied on an annual basis, but may be supplemented from time to time by the Board if necessitated by inadequate working capital, and all other assessments provided for herein shall be levied from time to time when and as determined by the Board of Directors of the Association in accordance with the Declaration of Protective Covenants, and the Association's Article of Incorporation, its Bylaws, and its Design Guidelines.

Written notice of all assessments and amended or supplemental assessments shall be sent to every Owner subject thereto as soon as the amounts are determined, which notice shall specify due dates and available payment options, as determined in the sole discretion of the Board of Directors of the Association. If an assessment is not paid when due, then such assessment shall become delinquent and shall, together with interest

thereon and cost of collection thereof, including reasonable attorney's fees, become a continuing perpetual lien on the real property to which the assessment relates, which shall, except as hereinafter provided, bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. In addition to such lien rights, it shall be the personal obligation of the then Owner or Owners (jointly or severally) to pay any such assessment and such personal obligation shall continue even though the Owner's interest in the lot or unit shall be transferred.

All sums assessed to any Owner pursuant hereto, together with interest thereon at a rate not to exceed eighteen percent (18%) per annum, shall be secured by a lien on the Owner's real property in favor of the Association upon recordation of the notice of assessments as herein provided. Such lien shall be superior to all other liens and encumbrances on such real property except for: (1) valid tax and special assessment liens on the real property in favor of any governmental assessing authority; (2) a lien for all sums unpaid to any first mortgagee with a prior duly recorded lien, including all unpaid obligatory advances to be made pursuant to such mortgage, and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (3) labor or materialman's liens, to the extent permitted by law. All other lienors acquiring liens on any real property subject to this Declaration shall be deemed to consent that such liens shall be inferior to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instrument creating such lien.

To evidence a lien for sums assessed pursuant hereto, the Association shall prepare a written notice of assessment lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, a description of the real property to which said assessment relates, and the name of the record Owner of that real property. Such a notice shall be signed on behalf of the Association and shall be recorded in the office of the Clerk and Recorder of Gunnison County, Colorado. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure sale of the property by the Association in the same manner in which mortgages on real property may be foreclosed in Colorado, or in any other manner now or hereafter permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment lien and a release thereof, and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments, including interest, against the real property which shall become due during the period of foreclosure, which amounts may be claimed in any proceeding for collection and included within the bid at any foreclosure sale without the necessity of filing additional notices of assessment. The Association is expressly authorized to bid at any foreclosure sale or other legal sale, and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with any real property so acquired, in the same manner as an Owner. A further notice stating the satisfaction and release of any such lien shall be executed on behalf of the Association and properly recorded in the real property records of Gunnison County, Colorado upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on real property subject hereto may pay, but shall not be required to pay, any amount necessary to release such lien. All rights of such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall report to any encumbrancer of real property any unpaid assessment or other default remaining unpaid or uncured for longer than sixty (60) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

The amount of any assessment provided for herein against any real property subject hereto shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation, together with costs and reasonable attorney's fees, may be maintained by the Association without foreclosing or waiving the lien securing payment of same. No Owner may avoid or diminish such real property or personal obligations by waiver of the use and enjoyment of any of his real property or by abandonment of his real property.

Upon receipt of written request from any Owner, mortgagee, prospective mortgagee, or prospective purchaser of real property subject hereto, the Association shall furnish a written statement of account relating to said real property and setting forth: (1) the amount and nature of any delinquent assessments; and (2) the amount of any advanced payments made, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request shall be complied within thirty (30) days after receipt of same, all unpaid Association Dues Assessments which become due prior to the date of such request and which are attributable to said real property shall be subordinate to the rights of the person requesting such statement. A reasonable service fee in any amount necessary to reimburse the Association for its expense, as determined from time to time by the Board, shall be paid for furnishing the statement of account.

Subject to the provisions contained within the preceding paragraph, a purchaser of real property subject hereto, except for any first mortgagee who comes into possession of any real property subject hereto pursuant to the remedies provided in its mortgage, or becomes an Owner of any real property subject hereto pursuant to foreclosure of its mortgage or by the taking of a deed in lieu thereof, shall be jointly and severally liable with his seller for all unpaid assessments against said real property so acquired which were incurred prior to the time of the grant or conveyance, without the prejudice to the purchaser's right to recover from his seller the amount paid by the purchaser for such assessment.

In addition to the penalties imposed above for failure to pay assessments imposed by the Association when due and owing, the Board may suspend voting rights of any Owner failing to pay such assessment when due and owing, may preclude participation in any meetings of the Association, its Board of Directors or its Design Review Committees by the Owner failing to pay such assessment when due and owing, or members of his immediate family.

ARTICLE V
DESIGN REVIEW AND APPROVAL

1. **Design Review Committee** The Design Review Committee shall consist of a group of five persons, who may also be members of the Board of Directors of the LARKSPUR Community Association, or who shall be appointed by the Board of Directors for terms not to exceed five years. The Design Review Committee shall have and exercise all of the powers, duties and responsibilities set forth in this instrument, and shall enforce the provisions of this covenant.

2. **Conduct of Business** The Design Review Committee shall meet at the convenience of its members or may conduct its business by mail or telephone as often as necessary to transact its business. If the Design Review Committee consists of appointees members shall, at all times, be responsible to the Board of Directors of the LARKSPUR Community Association.

3. **Design Guidelines** The LARKSPUR Community Association will adopt and publish a document entitled "LARKSPUR, Design Guidelines". Said Design Guidelines will be based upon the content of this instrument, however, the content of the Design Guidelines will be more specific and detailed than this instrument. In the event of any conflict between this instrument and the Design Guidelines, the provisions of this instrument shall govern.

The Design Guidelines will cover, without limitation, the following areas of interest:
Improvements on single family lots.
Improvements on essential single family lots.
Improvements on recreational tracts.
Improvements on maintenance tracts.
Improvements on essential multi family lots.
Setbacks and easements.
Clearing of trees and vegetation.
Screening and landscaping.
Drainage.
Grading.
Driveways.
Parking.
Open space and parks.
Construction Rules.

ARTICLE VI
GENERAL USE REQUIREMENTS AND RESTRICTIONS

1. **Land Use** No lands within LARKSPUR shall ever be occupied or used by or for any structure or purpose or in any manner which is contrary to the land use indicated on the final plat recorded in the office of the Gunnison County Clerk and Recorder on August , 2006 and defined herein. All lots and tracts within LARKSPUR shall be designated as one of the following uses on the final plat as recorded with Gunnison County. Said lots and tracts shall

only be used in the manner specified herein, subject to the provisions of this instrument and other regulations which may from time to time be adopted by the LARKSPUR Community Association. **Prior to construction, an application must be made to Gunnison County for a building permit, and if applicable, for a Land Use Change. That residential building permit must comply with all applicable building and other codes, resolutions, ordinances, and regulations adopted and amended by Gunnison County and must also comply with any applicable energy and resource conservation standards required at that time by Gunnison County. Applicants for any building permit must also secure a Gunnison County Reclamation Permit, which may involve control of noxious weeds, subject to approval by the Gunnison County Public Works Department, and/or approval by the Gunnison Basin Weed Specialist. Any changes to the erosion control and grading/drainage standards included in Larkspur Design Guidelines requires prior written approval by Gunnison County.** Allowable land uses for the lots and tracts within LARKSPUR are:

A. **Single Family Lot** Those lots designated on the plat and proceeded by an "S". One residential building containing one primary dwelling unit. Not less than one double car attached garage with doors is required for each single family lot. More than two garages are allowed. No detached outbuildings are allowed.

B. **Essential Single Family Lot** Those lots designated on the plat preceded by an "E". One residential unit containing one primary dwelling unit. These lots are deed restricted in their nature per Gunnison County Housing Authority Guidelines. Not less than one double car attached garage with doors is required for each essential Single Family Lot. No detached outbuildings are allowed.

C. **Essential Multi-Family Lot** Those lots designated on the plat preceded by an "EM". These lots are deed restricted in their nature per Gunnison County Housing Authority Guidelines. Not less than one double car attached garage with doors is required for each dwelling unit built on these lots. No detached outbuildings are allowed. No unit built on any of these lots may be long term or short term rented.

D. **Recreation Lot** The Recreational Lot shall have permitted uses of tennis facilities, both indoor and outdoor, clubhouse, health club, swimming center, bathrooms and showers, climbing wall, batting cages, golf practice area, basketball courts, pro shops, parking, food and bar service, and accompanying offices and services. There shall be allowed one employee residence unit per Recreational lot. This unit shall be for the use of persons employed within the boundaries of LARKSPUR. Ownership of, and development on, the parcel designated as "Recreation Parcel" (Lot No.R-1) on the within plat shall be by a third party, unrelated to the owners of lots in LARKSPUR. The lot owners of other lots and the Homeowners Association shall NOT be burdened with the construction, operation or maintenance of the recreational and other facilities on said parcel nor of the costs related thereto. This lot can be re-subdivided into a maximum of three condominium units provided one of the units is an employee housing unit. If no employee unit is included then only two condominium units are allowed. No townhomes are allowed.

E. **Association Lot** That lot designated on the plat preceded by an "A". This lot is for the purpose of maintenance, offices, garages, and one employee unit to be owned and used by Larkspur Community Association.

2. **Basements** Each structure will be allowed to have a basement. Square footage of any basement that is proposed to be 'built out' as part of the original building permit application shall be included in the total residential square footage allowed under these covenants. Any basement that is originally proposed as 'unfinished' shall not be included in the total square footage for purposes of the original building permit application and calculating overall total square footage.

3. **Building Height** No building within LARKSPUR may exceed 30 feet in height. The maximum height of houses on E8, S9 and S11 is twenty-two (22) feet.

4. **Building Size** The total GRFA or all single family lots, essential or otherwise shall not be less than 800 square feet and not more than 4000 square feet. Buildings of more than one story shall have a main floor footprint, as determined by the Design Review Committee, including garage, of not less than 800 square feet. The maximum GRFA for the entire structure on the essential duplex lot shall be 3600 square feet. The maximum GRFA for the structure on each essential fourplex lot shall be 4400 square feet. The maximum total square footage of all structures on the Association/Maintenance Lot shall be 8000 feet. The maximum size of all structures on the Recreation Lot shall be 39,000 square feet.

5. **Resubdivision** No single family lot or essential single family lot shall ever be resubdivided into smaller tracts or lots. The Recreation Lot may be further subdivided into a maximum of three units in accordance with the procedures set forth in this instrument and the Gunnison County Land Use Resolution. The essential multi-family lots and recreational lot may only be re-subdivided and condominiumized after the actual units are constructed.

6. **Mining, Drilling, or Quarrying** No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas minerals, gravel, sand, rock, or earth, or geothermal resources shall ever be permitted within LARKSPUR except as required for soils and geology investigation required by this instrument, or during construction of approved improvements.

7. **Nuisance** No unsightly objects, activities or noises shall be erected or permitted on any lot or tract, and nothing shall be done or permitted which may be or become an annoyance or nuisance to other residents.

8. **Signs** No signs, including without limitation, advertising signs, "for sale" signs, or billboards shall be erected or permitted on any lot or tract in LARKSPUR. Signs reasonably required within a Recreational Tract must be approved by the Design Review Committee prior to installation. Exception: The developer of Larkspur is permitted to place any sign it deems necessary, even "for sale" signs for a period of 4 years from filing of these covenants. Installation of signs requires compliance with Gunnison County Land Use Resolution and may require a Gunnison County Sign Permit, pursuant to LUR Section 13-109: Signs.

9. Animals No animals or poultry shall be kept in LARKSPUR except ordinary household pets (normally maintained within a dwelling) belonging to a property owner or resident. The LARKSPUR Community Association may require any owner or resident to remove any animals that are in violation of this provision. All dogs must be kept in a dog run area, on a leash or chain, or under direct control of a person at all times. Not more than two domestic household pets shall be permitted per dwelling unit. The owner of any pet shall at all times be personally liable and responsible and liable for all actions of any pet and any damage caused by that pet. No pet shall create a nuisance or noise problem within LARKSPUR. The owner of any pet shall be personally responsible for the clean up of any excrement left by any such pet left within LARKSPUR.

10. Water Wells There shall be no water wells drilled or placed on any lot or tract within LARKSPUR, excepting as may be required by the LARKSPUR Community Association or the LARKSPUR Water Association. All units or structures requiring non-potable or yard water must connect to the central nonpotable water system supplying LARKSPUR.

11. Sewage Disposal There shall be no individual septic or cesspool type sewage systems constructed within LARKSPUR. All units or structures requiring sewage disposal must connect to the central sanitary sewer system supplying LARKSPUR, or any successor area-wide sewage treatment facility.

12. Utility Lines All water, sewer, gas, power, telephone, and cable television main, secondary, and service lines and cables installed within LARKSPUR must be buried underground and may not be carried on overhead poles or above the surface of the ground. No permanent improvements may be constructed upon any easements shown upon the recorded plat of LARKSPUR, except with the prior written consent of the LARKSPUR Community Association.

13. Tanks No aboveground tanks of any kind shall be erected, placed or permitted within LARKSPUR. Any tank installed within LARKSPUR, including tanks for the storage of gasoline, propane, oil and water shall be completely buried in accordance with applicable building codes.

14. Firearms No firearms, bows and arrows, crossbows, or other weapons or explosives of any kind or character may be discharged or utilized except in conjunction with construction approved by the Design Review Committee.

15. Vehicular Storage No trailer, house trailer, mobile home, tent, truck, camper, boat, raft, motorcycle, snowmobile, motor home or other vehicle or vehicle type object shall be kept, placed or maintained upon any lot for longer than 48 hours except within a garage, nor shall the same be parked on any roads within LARKSPUR. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any work or improvement permitted under the Declaration of Protective Covenants or Design Guidelines.

16. Temporary Structures No accessory structure, teepee, or building shall be constructed, placed, or maintained upon any lot or tract prior to the construction of the main structure thereon; provided, however, that the provisions of this paragraph shall not apply to the association lot and other temporary construction shelters or facilities maintained only during and used exclusively in connection with the construction of the main structure of the residence.

17. Recreational Vehicles No trailer, automobile, truck or other vehicle or boat shall be constructed, reconstructed, repaired or stored except in an enclosed garage.

18. Clotheslines Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard designed in accordance with the Design Guidelines and shall not be visible from neighboring property or roads.

19. Mailboxes All mailboxes and newspaper receptacles shall conform to such criterion as is formulated by the Design Guidelines, and the location of mailboxes shall be as specified by the Design Review Committee.

20. Fireplaces No open fireplaces either indoor or outdoor are allowed in LARKSPUR. Solid fuel burning devices as approved by Gunnison County are limited to one per residence and will be allowed only if it is determined by the Design Review Committee that operation and approval with such devices will not adversely affect any neighboring properties. Chimineas and barbecues are specifically allowed provided they are not placed on or near flammable materials. EXCEPTION: Fires are allowed on the island of LARKSPUR Lake.

21. Exterior Fires There shall be no exterior fires whatsoever except barbecue and chimenea fires contained within receptacle therefore.

22. Exterior Antenna No exterior antenna of any type shall be permitted with the exception being satellite dishes less than 18 inches in diameter.

23. Camping Camping shall be prohibited anywhere within LARKSPUR. EXEPTION: Owners may cookout and camp on the island in LARKSPUR Lake provided such activity is for a period of less than 24 hours.

24. Garage Doors All garages must have doors which shall remain closed except when required to be open for entry or exit of vehicles or persons.

25. Unsightly Growth All Owners will be required to mow, cut, prune, clear, and remove from their land any unsightly brush, weeds, or other unsightly growth and further, to remove from their land any growth infected with noxious weeds or insects or contagious plant diseases, and to remove any trash which may collect or accumulate on their lots.

26. Solicitors Solicitors, peddlers, hawkers, itinerant merchants, and transient vendors of merchandise, shall not enter any lot or tract for the purpose of conducting their business, without prior request or invitation by the Owner of same or without written permission of DRB.

27. Larkspur Lake and Pond The Larkspur Lake and entry Pond are for the exclusive and beneficial use of Larkspur owners. Guests of owners may fish and otherwise use the Land and Pond only when accompanied by that Owner giving permission. No motorized watercraft are allowed on either the Lake or Pond. Boats may be used on the Lake as long as they are removed from the lakeshore at the end of each day's use. Fishing in the Lake is catch and release only. Only artificial flies may be used in the Lake, no lures or bait of any kind are allowed. The Pond near the entry of Larkspur is for children's fishing. Bait may be used in the Pond. Owners and their accompanied guests may keep no more than two fish daily out of the Pond and not more than 10 fish in any one season out of the Pond. Swimming is allowed in Larkspur Lake. All activities are done at the sole risk of the Owner. Declarants reserve the right, for themselves, their immediate families and accompanied guests, the right to fish the Lake and Pond regardless of their membership status in the Association.

28. Exterior Lighting All exterior lighting shall be shaded and shall be approved by the Design Review Committee for harmonious development and the prevention of lighting nuisances to other lots in LARKSPUR. Fixtures shall be full cutoff type and only shall direct light downward. No exposed or unshaded bulbs are allowed. All floodlights shall be connected to a timer or to a motion detection device. All outside lighting shall comply with these regulations in addition to those of Gunnison County in place at the time the permit is applied for. Ground mounted floodlighting is prohibited.

29. Driveways and Parking Access to primary dwelling units on all lots shall be by driveways that allow easy access to the road system. Where practical, gradients should be not greater than 4% along the driveway and no greater than 2% within 20 feet of the roadway shoulder. All driveways including that portion in the public road easement shall be paved in asphalt or concrete at the lot owner's expense at a minimum 16 foot width for all single family residential lots and a minimum of 20 feet width for multi family lots. Parking is only allowed on the roadways within Larkspur in the case of special events approved by the Association or during initial construction of the structure. Paving of driveway (whether new construction or existing construction) shall be the sole expense of the lot owner or lot developer. Lots S-1, S-10, and EM-3 must access from curved portions of the cul-de-sac and not adjoining roads. Adjacent lots may share a common driveway such as agreed to by owners of both lots through an easement stating such that is recorded prior to the time of granting a building permit for either structure. Once a common driveway easement is granted and recorded it must be used for access to both structures and both lots.

ARTICLE VII
OPERATION AND MAINTENANCE REQUIREMENTS

1. Roads, Streets and Fire Hydrants The Association, for and on behalf of the Owners of the Lots within LARKSPUR, shall be responsible for the proper maintenance of all roads and drives within Larkspur and that portion of the public road which crosses the adjoining Gunnison County, et al, 13 acre parcel and which is identified by cross-hatching on attached Exhibit D, including the resurfacing, grading, drainage and snow removal thereof from roads and around fire hydrants, and including any construction after the initial construction by the Declarant.

2. Rubbish, Trash and Garbage Rubbish, garbage or other waste shall be kept and disposed of in a sanitary container. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a sanitary condition and shall be kept inside a building or an enclosed and screened structure. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises, except at such times as the same is being collected by the appropriate refuse collection company. Individual trash containers should be bear proof. Trash containers shall only be placed for pickup ON THE MORNING of pickup and must be removed from the pickup point by 6:00 p.m. on the day of pickup. Placement of containers for pickup the night before pickup is expressly prohibited. All rubbish and trash shall be removed from all lots and tracts in LARKSPUR and shall not be allowed to accumulate and shall not be burned or disposed of anywhere within LARKSPUR.

3. Damaged Structures Any dwelling unit or other structure damaged by weather, fire, flood, vandalism or in any other manner, shall be completely repaired, reconstructed or completely removed within a reasonable time frame as determined by the Design Review Board depending on the extent of the damage. In the event the structure or building is removed, the site must be cleaned of rubble, stabilized and landscaped to prevent erosion and to eliminate any unsightly appearance.

4. Failure to Maintain In the event the owner of any lot, tract, or structure within LARKSPUR shall fail to maintain his property or structure in a satisfactory manner, the Board of Directors of the LARKSPUR Community Association shall have the right, through its agents or employees, to enter upon said property and to repair, maintain and restore the property or structures to an acceptable condition. All costs incurred as a result of such action shall be borne by the owner of the lot, tract or structure, or shall become a lien on the property, in the same manner as is herein specified for non-payment of assessments.

5. Recreation Restrictions

a. Cross country or any other form of skiing is prohibited in the travel lanes of any road or street owned, operated, or maintained by the LARKSPUR Community Association. Cross country skiing may be allowed in all open space, subject to certain restrictions and limitations that may, from time to time, be imposed by the Board of Directors of the LARKSPUR Community Association.
b. The use of snowmobiles or other mechanized over-the-snow vehicles anywhere within LARKSPUR is prohibited, except as may be authorized by the Board of Directors of the LARKSPUR Metropolitan District for the purpose of cutting and packing cross-country ski trails, or used for other special events.
c. No obstructions shall be allowed on any of the open space or recreation easements that will interfere with the ski, bicycling and pedestrian easement.

6. Landscaping, Weed Management and Control All lots and all landscaping thereon shall be maintained so as to be in compliance as set forth in Exhibit C, and as it may be amended. Landscaping shall be maintained by the Larkspur Community Association in a visually pleasing manner so as to not create a visible blight or nuisance.

7. **Fencing** In compliance with Colorado's 'Fence Out' requirements, the Larkspur Community Association shall maintain all existing and future fences on the perimeter of Larkspur separating lands of Larkspur from those adjoining properties.

8. **Landscaping and Common Areas** The Association shall be responsible for maintenance of all landscaping, landscaping features, open space, and other common areas within Larkspur.

ARTICLE VIII
RESTRICTIONS ON OPEN SPACE

1. **Improvements** No improvements of any kind or nature shall be constructed or allowed to remain on any land designated on the recorded plat of LARKSPUR as Open Space except lakes and ponds, bridle paths, fences, trails, park facilities, water systems or similar improvements for the benefit of or use of all lot owners or residents of LARKSPUR. Any improvements to be made upon Open Space shall first be approved by the LARKSPUR Community Association, and shall conform and harmonize in appearance, siting and cost with the overall development scheme of LARKSPUR.

2. **Landscaping** No brush existing on any Open Space shall be felled or trimmed, no natural areas shall be cleared, nor shall any vegetation, rocks or soil be damaged or removed, nor any landscaping performed on any Open Space area unless first approved in writing by the Design Review Committee.

3. **Temporary Building** No temporary house, teepee, house trailer, travel trailer, recreation vehicle, horse trailer, tent, or other temporary or movable structure shall be placed, erected, or allowed to remain on any lot, tract or Open Space area without the written permission of the DRB.

4. **Ownership, Operation and Maintenance** All Open Space shall be owned, operated and maintained by the LARKSPUR Community Association. However, it is the intention of this instrument that all Open Space shall remain as such and shall at all times remain under the ownership of the Association and be available for use by the residents of LARKSPUR and their

ARTICLE IX
RESTRICTIONS ON SINGLE FAMILY LOTS

1. Construction of a residence, or related improvements, on Lots S3,S4,S5,S6,S7,S8,S10, and S22, must commence on or before a date which is not later than three years following the date of recording of the deeds in connection with the closing of the purchase and sale of each of said lots. If such construction is not timely commenced on any of said lots, Declarant shall have the right to repurchase such lot for a price equal to the purchase price paid by such lot owner, not adjusted for tax prorations or other similar items, plus an amount equal to three percent (3%) per annum of such purchase price, not compounded. Such right to repurchase shall be prior to any liens that may be placed on such lot either at the time of the closing of the purchase and sale of

such lot or subsequent thereto. If the Declarant elects to exercise such right to repurchase any of said lots, it must furnish written notice of its intention to repurchase delivered to such lot owner not later than 90 days following the end of said three year period and by recording such notice in the office of the Gunnison County Clerk and Recorder. If the lot owner cannot be located, developer shall mail a copy thereof to the lot owner at his last known address. If such notice is not timely given, said lot shall no longer be subject to said right of repurchase. If the Declarant elects to repurchase said lot, it shall obtain a commitment for a policy of title insurance within 15 days following the date such notice of intention is recorded. If such commitment discloses any liens on such lot the amount of which is in excess of the amount of said repurchase price, developer shall notify the lot owner and the lien holder who shall have 30 days to make arrangements to release such lien. If satisfactory arrangements are not made within said 30 days period to satisfy any such lien at the closing, the Declarant shall deposit the amount of such purchase price with the title insurance company which issued the commitment with instructions to disburse the same to the lot owner and lien holder(s), as is appropriate, when it is satisfied that the title has been transferred to the Declarant free of all liens and encumbrances.

There shall be included in each of the deeds from the developer to the lot owners the following language relating to the provisions described above:

The within conveyance is subject to the provisions of Article IX, Section 1 of the Covenants relating to the requirement that the lot owner must commence construction of a residence, or related improvements, on the lot on or before a date which is not later than three years following the date of recording of the deeds in connection with the closing of the purchase and sale of said lot. The within conveyance is also subject to the provisions of Article IX, Section 2 of the Covenants relating to the restriction on resale of said lot until a date which is not earlier than three years following the date of recording of the deed in connection with the closing of the purchase and sale of said lot.

2. Lots S1,S2, S3,S4,S5,S6,S7,S8,S9 S10,,S11,S17,S18,S19,S21, and S22 may not be sold following their purchase from the developer until a date which is not earlier than three years following the date of recording of the deeds in connection with the original closing of the purchase and sale of each of said lots. The within restriction shall not be construed to prohibit a sale to the immediate members of the lot owner's family, to an entity owned by the lot owner or a transfer pursuant to an estate proceeding upon the death of the lot owner.

There shall be included in each of the deeds from the developer to the lot owners the following language relating to the provisions described above:

The within conveyance is subject to the provisions of Article IX, Section 2 of the Covenants relating to the restriction on resale of said lot until a date which is not earlier than three years following the original date of recording of the deed in connection with the closing of the purchase and sale of said lot.

ARTICLE X
ASSOCIATION/MAINTENANCE PARCEL

1. **Restrictions on Resale** The Association Lot (Maintenance Lot) and/or any buildings constructed upon this lot including any employee unit may not be sold to any third party or entity by the LARKSPUR Community Association.

2. **Exemption** This Association Lot shall not be charged or pay LARKPUR Community Association dues or be subject to Community Association assessments or liens.

ARTICLE XI
TRAIL EASEMENT

1. **Dedication of Trail Easement** A 10 foot wide permanent easement, and a five foot wide permanent easement have been dedicated to the public on the plat along the western, southern and eastern boundaries of LARKSPUR. Such easements shall be used for walking or pedestrian use, horseback riding use, bicycling use and cross-country skiing use to access public lands or any dedicated public trail connecting LARKSPUR to other lands. Such easement and the dedication thereof shall become immediately effective at the time of filing of the Plat of LARKSPUR. Such easement shall be limited strictly to the use as set forth above and may not be used by motor vehicles or automobiles nor the parking thereof.

ARTICLE XII
UTILITY EASEMENTS

2. All utility easements within LARKSPUR are for the benefit of all utility companies having installed utilities in such easements.

3. All utility and other easements labeled on the LARKSPUR plat as "Limited Easements" are for future use and assignment by the Declarants and are the sole property of Declarants.

4. Declarants reserve the right to assign and use both general and "limited" easements in the future for the purpose of extension and/or installation of utilities that will connect into the existing general utility easements within LARKSPUR. Said use and/or assignment by Declarants will be made without any compensation to LARKSPUR homeowners, LARKSPUR Homeowners Association or any other entity other than those made at the by direction of Declarants.

ARTICLE XIII
WATER ASSOCIATION

1. The LARKSPUR Water Association ("LWA") is a sub-committee of the Larkspur Community Association that is responsible for supplying water, both potable and non-potable, and for fire protection to all lands and dwellings within LARKSPUR and those other units that are constructed on the Association/Maintenance and Recreation Parcels. The LWA may also be

required to serve lands outside the original Larkspur pursuant to paragraph 3 immediately below.

2. The LWA committee shall be appointed by the Board of the LARKSPUR Community Association. Board members may serve on both boards and will be appointed for a period of 2 years.

3. Declarants, without compensation to LWA, reserve the right to expand the water systems, both potable, non-potable, and fire protection to lands other than those designated in the original LARKSPUR plat. Expansion of the LARKSPUR water systems can take place upon happening of all of the following:

- **a.** Declarants supply to the LWA new amounts of water, both legally and physically, in excess of those specified in Exhibit B.
- **b.** Declarants pay all costs of any necessary upgrades to the LWA system that are needed or caused by said expansion.
- **c.** That any new users pursuant to the expansion pay the same fees and charges as those owners/users are being charged at the time of expansion. Any changes in fees and other charges made after any expansion will apply to all the users, both original and new under the expansion.

4. Prior to final approval of any construction plans the applicant for said construction shall pay a tap fee to the LWA. Said tap fee shall initially be $14,000 and may be increased or decreased in the future by the Board of Directors of the Larkspur. Said tap fee and any adjustments made thereto shall be collected and immediately distributed as follows:

- **a.** The first $10,000 shall be paid to Declarants.
- **b.** The remaining amounts shall be retained by the LWA and used for operation and maintenance of the system or in any other manner deemed appropriate by the board of the LWA.

5. The LWA may also charge a monthly, quarterly or yearly fee for the supplying of water for potable, non-potable or fire protection uses. The fees for this service can be changed, with notice, by the Board of the LWA. Any owner that fails to pay these fees when due is subject to assessment and collection.

ARTICLE XIV
INCLUSION OF ADDITIONAL LANDS

1. Declarants reserve the right to expand the Association and lands of LARKSPUR to include lands other than those specified on the original plat of LARKSPUR.

2. Any inclusion or addition of land will be made without compensation to and can be made without the permission of LARKSPUR Association or any other entity originally associated with LARKSPUR, provided that such inclusion or addition will not result in any additional expense to those lands or owners in the original LARKSPUR.

ARTICLE XV
DOWNZONING

Any of the essential duplex or essential multi-family lots may be downzoned. This downzoning, i.e., authorization to build less than two units on the duplex lot and less than four units on either of the fourplex lots, can be done at the sole discretion of the Gunnison County Housing Authority, and without permission of, or compensation to, the LARKSPUR Community Association.

ARTICLE XVI
RESTRICTIONS ON ESSENTIAL (AFFORDABLE) LOTS

This article affects, applies to, and restricts all building and structures on all Essential Single Family Lots, essential Duplex lots, and Essential Multi-Family lots which are identified as "E" lots on the Plat of LARKSPUR. There are certain restrictions placed on these lots by these Protective Covenants and also by Gunnison County. Gunnison County has certain covenants, guidelines and qualification restrictions as to who can own these lots and the buildings upon them. There are additional restrictions including, but not limited to, regarding resale, caps on appreciation, limitations on income and property owned by original buyers and potential buyers of resale. PRIOR TO PURCHASING one of the lots, the office of the Gunnison County Housing Authority should be contacted.

ARTICLE XVII
SANITARY SEWER SERVICE

1. **ERRSD.** "ERRSD" shall mean the East River Regional Sanitation District. ERRSD has agreed to provide Larkspur with sewage collection and treatment services pursuant to its Rules and Regulations and this instrument.

2. **Collection Lines.** "Collection lines" are all lines and facilities lying within Larkspur and between Larkspur and ERRSD's sewer mains, and shall have the same meaning as used in Section 2.10.2 of ERRSD's Rules and Regulations.

3. **Obligations.** By purchasing property in Larkspur, owners agree to undertake certain duties, responsibilities and suffer certain assessments related to ERRSD's provision of service to Larkspur.

4. **Rules and Regulations.** The Larkspur Community Association and its members acknowledge that their inclusion into ERRSD will obligate them to abide by ERRSD's Rules and Regulations as they presently exist or may be modified in the future.

5. **Operations and Maintenance.** The Larkspur Community Association and its members acknowledge that ERRSD shall not be responsible for the operation, maintenance, or replacement of Collection Lines and facilities owned by the Larkspur Community Association and that the Larkspur Community Association shall bear the full responsibility for the operation,

maintenance, and replacement of the Collection Lines necessary to provide service to Larkspur. The Larkspur Community Association shall own all Collection Lines that serve Larkspur and be solely responsible for the collection, transportation, and delivery of sewage to ERRSD's system. These covenants require that the Larkspur Community Association establishes an annual budget sufficient to pay for the operation, maintenance, and replacement of the Collection Lines, make assessments annually to fund such budget, and annually to perform the work and expend the assessments raised for operating, maintaining, and replacing the Collection Lines. In the event that ERRSD determines, in its sole discretions, that the Larkspur Community Association has failed in any year to perform is obligation to operate, maintain, or replace the Collection Lines in the manner provided in ERRSD's regulations, ERRSD may, but has no obligation to, effect acts to operate, maintain, or repair Collection Lines within Larkspur and that ERRSD shall have the right to collect the full costs of such acts from property owners within Larkspur under ERRSD's authority to collect rates, tolls, fees and charges pursuant to C.R.S. § 32-1-1001.

6. Easements and Rights of Way. All Larkspur property owners shall permit ERRSD or its agents to enter upon their properties to operate, maintain, and replace any Collection Lines connected to the ERRSD system.

ARTICLE XVIII
ENFORCEMENT, DURATION AND AMENDMENT

1. Right of Enforcement The Declaration of Protective Covenants and the restrictions, covenants and conditions contained herein are for the benefit of the Owners, jointly and severally, and for the benefit of the Association and may be enforced by an action for damages, whether actual, punitive, or both, suit for injunction, mandatory or prohibitive or such other appropriate legal remedy as may be available, including reasonable attorneys' fees and costs incurred therein, instituted by one or more Owners, the Association, the Design Review Committee, LARKSPUR Water Association, Gunnison County, Colorado, individually or any combination thereof; provided, however, that prior to the commencement of any enforcement proceedings by an Owner, that Owner shall advise the Association Board in writing of the claimed violation, and the Board shall thereafter have a period of thirty (30) days in which to attempt to compel compliance or commence enforcement proceedings in its name. In the event the Association Board fails or refuses to act to remedy the claimed violations within the time period above specified, then and only then may an Owner, separately, and at his sole cost and expense, attempt to enforce the Declaration of Protective Covenants. No action shall be brought or maintained against the Board or members thereof in the event the Board elects to take no action with respect to alleged violations of the Declaration of Protective Covenants for LARKSPUR.

2. Covenants to Run With Land All of the articles contained within this instrument shall be a burden on the title to all of the lands within the boundaries of LARKSPUR, and the benefits thereof shall be guaranteed to the owners of all the lands within LARKSPUR, and the benefits and burdens of all said covenants shall run with the title to all of the lands in LARKSPUR.

3. Terms of Covenants All of the articles contained in this instrument shall continue for a period of at least thirty (30) years from the date of adoption. At the end of the thirty (30) year period these covenants shall be automatically renewed for an additional thirty (30) years unless the Board of Directors of the LARKSPUR Community Association elects to adopt a new or revised set of covenants, in which event it shall be subject to approval by Gunnison County.

4. Amendment The conditions, restrictions, stipulations, agreements and covenants herein contained, as well as the recorded plat of LARKSPUR, and any supplemental plats as specified in Article II hereof, shall not be waived, abandoned, terminated or amended except by an instrument setting forth the written consent of the then Owners of seventy-five percent of the lots and tracts within the subdivision and with the written consent of Gunnison County, which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado. Amendment of certain portions of the Design Guidelines for Larkspur may require the permission of Gunnison County. These include, but are not limited to, those provisions relating to parking, erosion control, drainage standards, and the Weed Management Plan. The declarants reserve the right to amend these covenants any time within one year of initial filing.

5. 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 articles, parts, or clauses, which shall remain in full force and effect.

6. Adoption Clause IN WITNESS WHEREOF, the foregoing Declaration of Protective Covenants, LARKSPUR, are hereby duly adopted, and shall continue for the original term.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Protective Covenants the day and year first above written.

GARLAND PROPERTIES, INC.
a Colorado Corporation

By: Gary F. Garland
Gary F. Garland, President

STATE OFCOLORADO)
) ss.
County of Gunnison)

The above and foregoing Declaration of Protective Covenants was acknowledged before me this 21st day of August, 2006, by Gary F. Garland as President of Garland Properties, Inc., a Colorado Corporation.

Witness my hand and official seal.
My commission expires: 6/21/2010

Shay Lynn Willoughby
Notary Public

NOTARY PUBLIC
SHAY LYNN WILLOUGHBY
STATE OF COLORADO
My Commission Expires 06/21/2010

EXHIBIT A

A tract of land within the E ½ of the NE ¼ of Section 12, Township 14 South, Range 86 West of the Sixth Principal Meridian, Gunnison County, Colorado; said tract being more particularly described as follows:

BEGINNING AT A POINT which is the southeast corner of the N ½ of the SE ¼ of the NE ¼ of said Section 12, from which the southeast corner of the NE ¼ of said Section 12, said corner being monumented by a 3" USGLO brass cap, bears S00°17'45"W a distance of 660.85 feet; thence the following courses:

1) S00°17'45"W a distance of 40.00 feet along the east line of said NE ½; 2. N89°11'05"W a distance of 1,327.61 feet to the west line of the SE ¼ of the NE 1/4; 3. N00°17'44"E a distance of 40.00 feet to the southwest corner of the N ½ of the SE ¼ of the NE ¼ of said Section 12; 4. N00°00'14"W a distance of 660.54 feet to the northwest corner of said SE ¼ of the NE 1/4; 5. S89°13'07"E a distance of 66.09 feet along the north boundary of said SE ¼ of the NE ¼ to the boundary of Gunnison County land as described in a Special Warranty Deed, said Deed having a Reception No. 488136 in the records of Gunnison County; Courses 6) through 18) are along the boundary of said Gunnison County land; 6. continue easterly along said line a distance of 43.82 feet; 7. N41°04'17"E a distance of 194.18 feet to a point of curve to the left; 8. along the arc a distance of 177.71 feet, said curve having a radius of 985.54 feet and a central angle of 10°19'54", a chord bearing of N35°54'20"E and a chord of 177.47 feet; 9. N30°44'23"E a distance of 187.47 feet; 10. N31°35'19"E a distance of 71.55 feet to the point of curve of a non-tangent curve to the right; 11. along the arc a distance of 92.82 feet, said curve having a radius of 435.63 feet and a central angle of 12°12'29", a chord bearing of N37°41'34"E and a chord of 92.64 feet; 12. N 43° 47' 48" E a distance of 11.04 feet to the point of curve of a non-tangent curve to the right; 13. along the arc a distance of 159.31 feet, said curve having a radius of 166.38 feet and a central angle of 54°51'44", a chord bearing of N71°14'06"E and a chord of 153.30 feet; 14, S82°15'08"E a distance of 112.23 feet; 15. S84°10'37"E a distance of 151.49 feet; 16. S86°06'06"E a distance of 150.53 feet; 17. S87°51'08"E a distance of 182.80 feet to a point of curve to the left; 18. along the arc a distance of 55.12 feet, said curve having a radius of 867.96 feet and a central angle of 03°38'18", a chord bearing of S89°40'17"E and a chord of 55.11 feet; 19. S00°17'55"W a distance of 1,272.86 feet to the POINT OF BEGINNING of the herein described tract, Gunnison County, Colorado.

EXHIBIT B

SPECIAL WARRANTY DEED

BRUSH CREEK HOLDINGS, LLC, ("Grantor"), for good and valuable consideration, in hand paid, hereby sells and conveys to **LARKSPUR COMMUNITY ASSOCIATION, INC.**, ("Grantee"), whose legal address is 19 Emmons Road, Crested Butte, Colorado 81224, the following water rights:

0.069 cfs CONDITIONAL out of LACY SPRING NO. 4, LARKSPUR ENLARGEMENT and VIEH SPRING NO. 1, LARKSPUR ENLARGEMENT, for domestic, recreation, piscatorial and irrigation of approximately 0.85 acres in the Larkspur Subdivision with appropriation date of May 30, 2005, as decreed by the District Court for Water Division 4 in Case No. 05CW88.

County of Gunnison,
State of Colorado.

with all their appurtenances and warrants the title to same against all persons claiming under me.

Signed this 1ST day of August, 2006.

BRUSH CREEK HOLDINGS, LLC

By: GARY F. GARLAND, MANAGING MEMBER

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing was acknowledged before me this 1st day of August, 2006, by **GARY F. GARLAND, MANAGING MEMBER OF BRUSH CREEK HOLDINGS, LLC**.

Witness my hand and official seal.
My Commission expires:

My Commission expires: 6/21/2010

(SEAL)

NOTARY PUBLIC
SHAY LYNN WILLOUGHBY
STATE OF COLORADO

Notary Public

My Commission Expires 06/21/2010

EXHIBIT C

Weed Management Plan

I. INTRODUCTION

Noxious weeds are non-native plant species which have been introduced into an environment with few, if any, natural biological controls, thus giving them a distinct competitive advantage in dominating and crowding out native plant species. They are aggressive, spread rapidly, possess a unique ability to reproduce profusely and resist control. Noxious weeds, such as Canada thistle and yellow toadflax, adversely impact Larkspur by creating problems such as reducing aesthetic value, choking out native vegetation, invading landscaped areas, decreasing property value, and other concerns. Soil disturbance such as roads, trails, and homesites are areas in which noxious weeds may become established. In non-residential areas noxious weeds also threaten valuable wildlife habitat and other natural recourses.

II. PLAN GOAL
The goal of this plan is "TO PREVENT AND/OR CONTROL THE SPREAD OF NOXIOUS WEEDS ON LARKSPUR."

III. PLAN OBJECTIVES
1. Control and/or eradicate Canada thistle within Larkspur.
2. Control and/or eradicate yellow toadflax within Larkspur.
3. Control and/or eradicate scentless chamomile within Larkspur.
4. To protect native plants within Larkspur.
5. Prevent the invasion of State and/or County listed noxious weed species within Larkspur.

IV. MANAGEMENT ACTIONS-INTEGRATED WEED MANAGEMENT (IWM)
This weed management plan encourages Integrated Weed Management (IWM). IWM is a strategy using a comprehensive, interdisciplinary approach to manage noxious weeds. The purpose of integrated weed management is to achieve healthy and productive natural and agricultural ecosystems through a balanced program. This program will include, but not be limited to, education, prevention measures, good stewardship and control methods.

A.IDENTIFICATON AND INVENTORY
The Gunnison County Weed Coordinator prior to development did an initial noxious weed inspection. Canada thistle, scentless chamomile, and yellow toadflax were found on the property. However, developers and property owners should continue to monitor the area for other noxious weed species that may become established due to development.

B. AWARENESS AND EDUCATION
Awareness of what noxious weeds are and the problems they cause will help the homeowners/ developer(s) understand why a long-term noxious weed program is important to Larkspur. Educational materials regarding noxious weeds are available at the Gunnison Watershed Weed Commission Office, Mountain Meadow Research Center, 970-641-4393. The developer/owner and homeowners are strongly encouraged to utilize this source to educate themselves and

increase their awareness of noxious weeds within Larkspur. Information regarding State and County weed laws and those weeds requiring to be controlled is available through the County Weed Coordinator.

C. PREVENTION

Prevention, early detection, and eradication of new noxious weed plants are the most effective means of noxious weed management. Prevention is best accomplished by ensuring that new weed species' seed or vegetation reproductive plant parts are not introduced into Larkspur. To do this, the following actions are recommended:

1) Revegetate disturbed areas such as: roadsides, pond banks, landscaped areas and trails with certified weed free seed; 2) Hydromulch or certified weed free forage should be used as mulch; and 3) Open space areas should be managed for noxious weeds through good land stewardship (pasture/range management, riparian management, etc.).

D. CONTOL METHODS

A number of control methods are available to homeowners/developer(s). The following control methods are standard components of an IWM program. While these methods may be used singularly, they are usually most effective when used in combination. The homeowners/ developer(s) should utilize control method(s) that best meet their needs and the needs of the site to be treated while controlling the target specie(s). These methods include:

1. PHYSICAL CONTROL

Physical control intentionally disrupts the growth of weeds through cultivation, mowing, hand pulling, flooding, and burning. All of these measures, when used correctly, can be useful when used in conjunction with other control methods. This method of control is best suited for annuals and biennials.

2. CULTURAL CONTROL

Cultural control involves methods favoring desirable plant growth such as proper grazing, fertilization, irrigation, and seeding vigorously growing, competitive desirable plant species. Revegetation is necessary on all disturbed sites to reduce soil erosion and weed infestations.

3. BIOLOGICAL CONTROL

Biological control involves the release of beneficial organisms such as insects, fungi, rusts, pathogens, parasites, and diseases to diminish weed seed production, increase plant stress, and limit the expansion of underground parts of the plant's reproductive system. This control method is best suited for large infestations.

4. HERBICIDE CONTROL

Herbicide control involves the application of EPA-registered herbicides that are effective on target noxious seed species based on the best available scientific facts and current technology to reduce weed infestations. This method is a tool for perennials. The rood must be killed to control and/or eradicate perennials.

While herbicides are a powerful tool, it must be realized that they are just that; and should be used only as part of an Integrated Weed Management Program (IWM).

Before applying herbicides, homeowners and developer(s) are strongly encouraged to attend Private Pesticide Applicator training provided by the Gunnison Watershed Weed Commission. This training combined with careful use of herbicides according to the product label will help to ensure safe and proper use. Commercial applicators are also available for noxious weed control. Contact the Gunnison Watershed Weed Commission for a list of these applicators. Control methods are at the discretion of the homeowner/developer(s), however, the method chosen should be appropriate for the noxious weed species being controlled and the area it is growing in. County listed noxious weeds are mandated by law (C.R.S. 35-5.5, et. seq.) to be controlled. There is also a State noxious weed list.

V. RESPONSIBLILITES

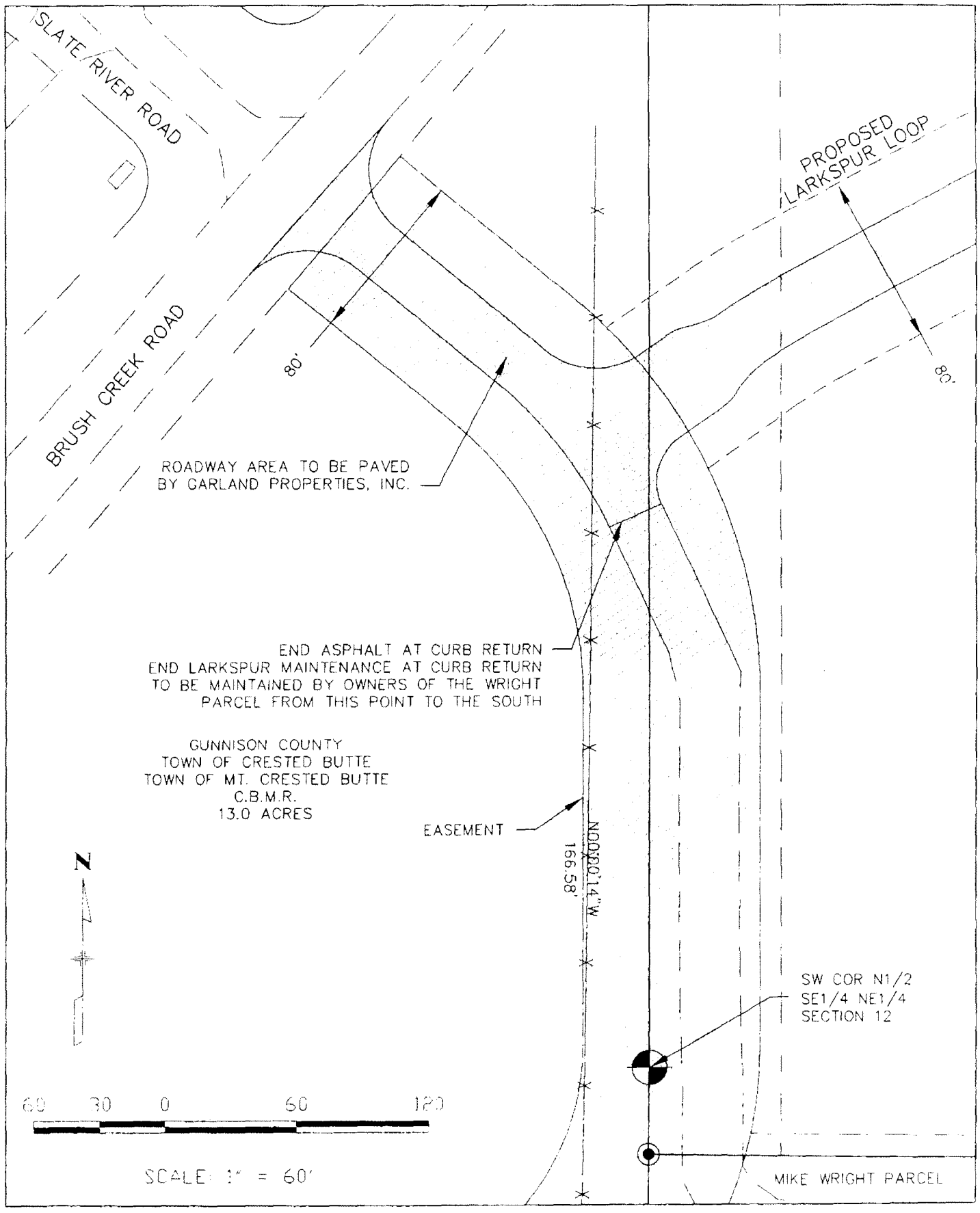
Initially it is the responsibility of the developer to control noxious weeds on Larkspur. The Homeowners Association will assume responsibility for controlling noxious weeds along subdivision roadways, and open space. Homeowners will be responsible for controlling noxious weeds on their property unless the Association agrees to do so as a group. The Gunnison County Weed Coordinator will be available to assist the homeowners/developer(s) with weed identification, weed management strategies and to provide educational materials on noxious weeds. Colorado State University Cooperative Extension can also provide educational materials on noxious weeds.

VI. MONITORING/EVALUATION

This Integrated Weed Management Program should be evaluated each year to determine whether or not the program is successful in achieving the plan goal and objectives. This will allow Larkspur to make appropriate changes to ensure the success of the program. Homeowners/ developer(s) should monitor their perspective properties in order to detect new infestations and to determine the success or failure of treatments (management actions). Because State and/or County listed weeds (Canada thistle, scentless chamomile and yellow toadflax) were found on the property, this area will continue to be monitored by the Gunnison County Weed Coordinator until such time that weeds have been contained and/or eradicated.

EXHIBIT D

8/21/06



FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS LARKSPUR

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR LARKSPUR (this "First Amendment") shall be effective upon recordation and is made and adopted by the Larkspur Community Association, a Colorado nonprofit corporation (the "Association") upon the written consent and affirmative vote of the record owners of at least 75% percent of the lots within the subdivision and the written consent of Gunnison County, Colorado. This First Amendment amends the Declaration of Protective Covenants Larkspur as recorded in the real property records of Gunnison County, Colorado at Reception No. 568253 (the "Declaration").[1]

The Declaration is amended as follows:

1. Article II, Section 1.3 of the Declaration is hereby revoked and replaced with the following:

   Section 1.3 Common Interest Community. LARKSPUR is a common interest community and planned community within the meaning of the Colorado Common Interest Ownership Act ("CCIOA") and is entirely located within Gunnison County, Colorado. Larkspur is fully subject to CCIOA, shall comply with its provisions, and the Association shall have all powers enumerated thereunder for associations. Any provision or portion of a provision in this Declaration that is contrary to CCIOA shall be interpreted and applied in such a manner as to be fully compliant with CCIOA and as close as possible to the original intent of the provision or portion thereof. Common expenses of Larkspur Community Association shall be allocated as follows: (i) to the Owners of an essential unit and essential lot a share equal to 50% of the share of common expenses allocated to the Owner of a lot or unit that is not an essential lot or unit, and (ii) to the Owner of a lot or unit that is not an essential lot or unit, one full share, with a share equaling such percentage as is necessary, when taking into account the 50% reduced shares owed by Owners of essential lots and units, for the total of all shares to equal 100%. To the extent no other method of notice for an owner is identified, notice may be given to Owners by: (i) posting of notice in three conspicuous locations in LARKSPUR, (ii) mailing notice by first class mail to the most recent address of the Owner as identified on the Gunnison County Assessor's website, or (iii) email for those Owners that have provided an email address to the Larkspur Community Association or have otherwise used an email address to converse with the Larkspur Community Association.

2. Article VI, Section 8 of the Declaration regarding signs, shall be amended to add the following:

[1] Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Declaration.

Notwithstanding the foregoing, to the extent that political or other signage cannot be prohibited by CCIOA or other applicable law, it is expressly permitted hereunder, but only to extent that it may not be prohibited.

3. The following sentence shall be added to end of each of Article VI, Sections 15 and 29:

   Notwithstanding any other provision of this Declaration, as is expressly permitted by CCIOA, certain on street parking is allowed for certain fire-fighting, law enforcement, ambulance or emergency medical services vehicles and to the extent so permitted by statute, but only to such extent as required by statute, the Declaration does not prohibit such parking.

4. Section 4 of Article XVIII of the Declaration is hereby revoked and replaced with the following:

   4. Amendment The conditions, restrictions, stipulations, agreements and covenants herein contained, as well as the recorded plat of LARKSPUR, and any supplemental plats as specified in Article II hereof, shall not be waived, abandoned, terminated or amended except by the affirmative vote or agreement o Owners of units and lots to which sixty-seven percent of the votes in Larkspur Community Association are allocated and with the written consent of Gunnison County, which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado. Amendment of certain portions of the Design Guidelines for Larkspur may require the permission of Gunnison County. These include, but are not limited to, those provisions relating to parking, erosion control, drainage standards, and the Weed Management Plan.

Executed this 9 day of August, 2016.

Nicole J. Brockman
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154027830
MY COMMISSION EXPIRES July 16, 2019

Larkspur Community Association,
a Colorado nonprofit corporation

By: _____
_____, President

STATE OF Colorado)
) ss.
County of Gunnison)

This document was acknowledged before me on this 9 day of August, 2016, by Jeffrey Duke as President of Larkspur Community Association, a Colorado nonprofit corporation.
Witness my hand and official seal
My commission expires: July 16, 2019.

_____
Notary Public

CERTIFICATION

I, Jeffrey Duke, as President of the Larkspur Community Association, a Colorado nonprofit corporation, hereby certify that pursuant to C.R.S. § 38-33.3-217, Section 4 of Article XVIII of the Covenants, and the Colorado Revised Nonprofit Corporation Act, the owners and members of the Larkspur Community Association have consented to, agreed to, and approved of the First Amendment. This First Amendment was properly voted on and adopted by the owners of more than 75% of the tracts in the subdivision and members of the Larkspur Community Association. The signature pages for the consents provided by the owners and members of the Larkspur Community Association to this First Amendment are included herewith following my certification.

Larkspur Community Association,
a Colorado nonprofit corporation

By: _____
_____, President

STATE OF Colorado)
) ss.
County of Gunnison)

This document was acknowledged before me on this 9 day of August, 2016, by Jeffrey Duke as President of Larkspur Community Association, a Colorado nonprofit corporation.

Witness my hand and official seal
My commission expires: July 16, 2019

Nicole J. Brockman
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154027830
MY COMMISSION EXPIRES July 16, 2019

_____
Notary Public

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO

RESOLUTION NO. 16-_____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS LARKSPUR

WHEREAS, the Declaration of Protective Covenants Larkspur ("Protective Covenants"), recorded at Reception No. 568253 of the records of the Clerk and Recorder of Gunnison County provides, at Article XVIII, Amendment, that the Protective Covenants shall not be amended except with the written consent of the then owners of seventy-five percent of the lots and tracts within the subdivision and the written consent of the Board of County Commissioners of Gunnison County, Colorado; and

WHEREAS, the First Amendment To Declaration Of Protective Covenants Larkspur ("First Amendment"), a copy of which is attached hereto as Exhibit A, has been duly approved by the written consent and affirmative vote of the record owners of at least seventy-five percent of the lots within the subdivision; and

WHEREAS, the Board of County Commissioners has no objection to the First Amendment;

NOW, THEREFORE, the Board of County Commissioners of Gunnison County, Colorado resolves, approves, and provides this written Resolution Approving The First Amendment To Declaration of Protective Covenants Larkspur.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Paula Swenson, Chairperson

_____
Phil Chamberland, Commissioner

Attest:

_____
Jonathan Houck, Commissioner

_____
Deputy County Clerk