

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
THE RIDGES AT LOOKOUT MOUNTAIN,  
JEFFERSON COUNTY, COLORADO

ARTICLE ONE

Property Subject to this Declaration

VIEWPOINT ASSOCIATES, a Colorado limited partnership ("Declarant") is the owner of certain property (the "Property") in Jefferson County, Colorado, more particularly described on Exhibit A to this Declaration.

ARTICLE TWO

General Purposes

A. The Declarant, hereinafter called the Developer, desires to create an exclusive residential community of the highest standard through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all residents thereof. It declares for itself, its successors and assigns, that the Property and such additions thereto as may be made hereafter, shall be held, conveyed, transformed, occupied and sold subject to the recorded plat, the covenants, conditions, restrictions, reservations and to the easements, charges, liens and rights as set forth in this Declaration and to the rules, regulations and laws of the County of Jefferson, Colorado, the State of Colorado and the United States Government to the extent that those are more restrictive than these covenants. This Declaration shall run with the land, and inure to the benefit of and be binding upon the owner of any lot comprising the Property and such owner's heirs, legal representatives, successors and/or assigns.

B. The Property is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to insure the best use and the most appropriate development and improvements of each lot. to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property, under the specific recognition of the unique natural beauty of each lot, to prevent the construction of improper or unsuitable improvements, to encourage and to secure the erection of attractive dwellings thereon; and in general, to create and keep the Property, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials, and appearance, so as to achieve harmony and compar-



ility among the dwellings and between each dwelling and its surrounding land; to guard against fires and unnecessary interference with the natural beauty of the Property, and to provide adequately for the development of the Property; all for the mutual benefit and protection of the owners of lots comprising the Property.

C. The Developer has caused or promptly will cause to be incorporated under the laws of the State of Colorado a non-profit corporation to be called the "The Ridges Homeowners' Association, Inc." (the "Association") for the purpose of administering and enforcing the covenants and various conditions and restrictions as set forth in this Declaration, and to collect, disburse, and account for the assessments and charges herein contemplated, and that Association has or will designate Developer as its agent to administer and enforce these covenants for the period of time set forth herein

D. The Association shall be authorized to and shall have the power to adopt, amend and enforce rules and regulations applicable within the Association with respect to any facility or function therein, and to implement the provisions of this Declaration, the Association's Article of Incorporation, and its By-Laws and, including but not limited to, such rules and regulations as are designed to prevent or reduce fire hazards, to prevent disorder and disturbances of the peace, to regulate pedestrian and vehicular traffic, to regulate animals, to regulate signs, to regulate use of any and all facilities within the subdivision to assure the fullest enjoyment of use by the persons entitled to enjoy and use the same.

E. The Association shall promote the general health, safety and welfare of persons within the Association and act to protect and preserve property and property rights. All rules and regulations adopted by the Association shall be reasonable and uniformly applied. All owners, renters, lessees, and their successors and assigns, as well as guests, shall be obligated to and shall comply with and abide by such rules and regulations and this Declaration and be subject to penalties upon failure to comply with or abide by the applicable rules and regulations, as may be enforceable in accordance with the By-Laws, covenants, conditions, restrictions and applicable laws.

F. This Declaration shall supplement the Restrictions relating to the Property recorded November 29, 1958, in Book 1157 at Page 539, and Amendment thereto recorded February 11, 1959, in Book 1175 at Page 53, and in instrument re-

corded September 13, 1960, in Book 1303 at Page 476, all as specifically incorporated by reference in instrument recorded August 27, 1963, in Book 1656, at Page 72, and Amendment recorded June 1, 1967, in Book 1942 at Page 19. In the event of any conflict between this Declaration and the documents described in this Paragraph F, the more restrictive document shall govern.

### ARTICLE THREE

#### Definitions

The following words, rules and terms, when used in this Declaration, shall have the following meanings:

A. "Property" shall mean the real property described in Article One of this Declaration and such additions thereto as may hereafter be made subject to this Declaration.

B. "Common Properties" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned, held, leased, maintained or in the possession of The Ridges Homeowners' Association, Inc.; provided, however, that the Board of Directors thereof or the Developer shall have the right to set aside certain lots or areas, facilities, or proposed facilities which are to be used only by residents who are willing to pay a membership fee and other special dues and assessments set by the Association or the use thereof.

C. "Lot" shall mean each parcel of land as reflected on the recorded plats relating to the Property, which Plats are known as Paradise Hills Estates, Jefferson County, Colorado. The Developer reserves the right to combine or split lots; provided, however, after the conveyance from Developer to any owner other than Developer, such lots may not be re-subdivided and must remain in one parcel as described in the conveyance from Developer to such owner.

D. "Residence" shall mean a single family residential building together with not more than two outbuildings used for normal single family non-commercial and non-organizational purposes. "Outbuilding" means an enclosed, covered building to be used as a garage, or for storage purposes (associated with a single family residence) and not directly attached to the main dwelling structure.

E. The "Ridges Homeowners' Association, Inc." (herein sometimes referred to as the "Association,") means the non-profit corporation, whose members shall consist of all lot

owners in the Property. Each lot owner shall become a member immediately and automatically upon acquiring title to a lot. Each owner shall be subject to the duties and responsibilities and advantages of being a member, according to these covenants, conditions and restrictions, as well as the By-Laws and rules as established for The Ridges Homeowners' Association, Inc. All owners shall have their deeds to lots recorded promptly, not later than one week after the receipt of same, in the office of the County Clerk and Recorder of Jefferson County, Colorado.

F. "Owner" shall mean the record owner, including the Developer, whether one or more persons or entities, of the fee simple title to any Lot situated within the Property which is subject to this Declaration. "Owner" shall not include or refer to a lessee or renter; or, to a mortgagee, beneficiary of a deed of trust, or lien holder unless and until such party has acquired title pursuant to foreclosure or by virtue of any applicable procedure under a lien foreclosure.

G. "Declarant" or "Developer" shall refer to Viewpoint Associates, a Colorado general partnership, formed under the laws of the State of Colorado. It is the sole record owner of the Property at the time this Declaration is made. If Viewpoint Associates shall hereafter cease to exist or to own the Property, then its successors or assigns shall become and thereupon be the recognized Developer.

H. "Architectural Review Committee" shall refer to the Committee established by this Declaration. It is responsible for reviewing, approving or disapproving all plans and applications required by the provisions of this Declaration as submitted by Owners and builders as to all aspects of use, buildings, improvements, construction, changes and alterations on lots, driveways, structures, landscaping, and other developmental elements. The Committee shall exercise its obligations with due regard to this Declaration and all applicable and established regulations, laws and standards. The Architectural Control Committee may be referred to as the "Committee" when appropriate.

I. "Supplementary Declaration" shall mean any declaration of covenants, conditions, and restrictions which may be recorded by Declarant, such right being retained by Developer, which: (i) supplement the provisions of this Declaration as to the Property or any portion thereof which may contain additions, amendments, and modifications to this Declaration, and/or (ii) subjects additional property to this Declaration in accordance with Article Nine hereof.

