

**HIWAN HOMEOWNERS ASSOCIATION
AMENDED AND RESTATED COVENANTS**

(Recorded August 9, 2011 in Jefferson County Clerk and Recorder at Reception No. 2011072630)
WITH AMENDMENT TO COVENANT 14.C INCLUDED HEREIN

On September 17, 1991, Hiwan Service Corporation (the successor to C.G.K. Co., the Declarant and then owner of Hiwan) assigned all of its right, title, interest and estate to the Hiwan Homeowners Association, a Colorado non-profit corporation, representing Hiwan First, Second, Third and Fourth Filings (the "Association"). The Association is governed by these covenants, its Policies, Rules and Procedures, its Articles of Incorporation and its By-laws.

On July 30, 1963, C.G.K. Co. filed the Hiwan Restrictive Covenants (the "Original Hiwan Covenants") in the Office of the Clerk and Recorder of Jefferson County, Colorado in Book 1620 at Pages 359 to 363, Reception No. 63993817.

At a mail ballot election held during May and June of 2011, the Owners approved to adopt Amended and Restated Covenants. These Amended and Restated Covenants were recorded on August 9, 2011, by Hiwan Homeowners Association in the Office of the Clerk and Recorder of Jefferson County, Colorado at Reception No. 2011072630. The Amended and Restated Covenants replaced and superseded in their entirety the Original Hiwan Covenants.

Subsequent to the adoption of the Amended and Restated Covenants referenced in the preceding paragraph, the Owners of the Association voted on October 4, 2016 to adopt an amendment to Covenant 14.C. The Amended and Restated Covenants with the revised Covenant 14.C are included herein. Accordingly, upon filing of this document in the Office of the Clerk and Recorder of Jefferson County, Colorado, these Amended and Restated Covenants with the revised covenant 14.C becomes effective.

The covenants and restrictions contained herein shall apply to all numbered lots shown on the Plats of Hiwan subdivision (Hiwan First, Second, Third, and Fourth Filings), excluding lot 61, but including lettered tracts J, K, L, M, N and O as shown on the Plat of Hiwan - Second Filing (hereinafter "Lots").

The undersigned Association, desiring to insure the continuity of the above described properties contained in Hiwan - First, Second, Third and Fourth Filings as a residential subdivision, hereby declares to and for the benefit of all persons who now own or may hereafter from time to time acquire and own Lots in Hiwan, that said ownership and holding of said Lots shall be subject to these Covenants, all of which shall be deemed to be appurtenant to and run with the land and inure to the benefit of and be binding upon the owners of said Lots, their heirs, personal representatives, successors, and assigns.

1. Each and every Lot shown on the Plats of Hiwan shall be used for a single-family residence only. No improvements whatsoever, other than one private, single-family residence shall be erected or placed on any Lot. Garages or carports may be constructed but must either be attached to the residence as an integral part thereof or

attached thereto by arbor or breezeway and shall conform to the architecture thereof. In addition to the single family as provided herein, bona fide domestic servants shall be permitted the use and occupancy of said residence while in the employment of said family.

2. No room or rooms in any residence may be rented or leased to any person, provided, however, that nothing contained herein shall be construed as preventing the renting or leasing of an entire Lot together with its improvements as a single unit to a single family.
3. No business or profession of any nature shall be conducted on any Lot or in any residence constructed thereon provided, however, occupants of residences may conduct a business or profession from their residence so long as the operation of the business or profession does not regularly require customers, invitees, or other persons to visit or stay at that residence, or otherwise create an unreasonable disturbance or similar interference with adjacent Lot owners' property, or the right of the occupants of such property to the quiet enjoyment thereof. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other livestock of any description shall be kept or maintained on any part of any Lot. Residents may keep dogs, cats, or other animals which are bona fide household pets so long as such pets are not kept for commercial purposes. No hunting shall be allowed on any Lot.
4. Before anyone shall commence the construction, remodeling, addition to, or alteration of any building, swimming pool, wall, fence, coping, or other structure whatsoever, on any Lot, there shall be submitted to the Architectural Review Committee ("ARC"), two complete sets of the plans and specifications for said work and no such structure or improvement of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the Lot or property of the wall, fence, coping, or other structure proposed to be constructed, placed, altered, or maintained, and elevation of same, together with the proposed color scheme for roofs and exteriors thereof, indicating materials for same.

At the time of submission of the plans and specifications as set forth herein, the owner shall cause to be paid to the Association a reasonable service fee in an amount determined by the Association. The following time restrictions shall apply: (i) the ARC shall approve or disapprove said plans and specifications (together, the "proposal") and notify the owner of its decision within thirty (30) days of its receipt of the proposal and service fee unless it deems additional information is needed for its determination, in which case it shall so notify the owner within thirty (30) days of its initial receipt of the proposal and service fee and decide and notify the owner of its decision within fifteen (15) days of its receipt of the additional information; and (ii) if the owner disagrees with the ARC decision, the owner may appeal to the Board of Directors of the Association (hereafter the "Board"), in which case the Board shall approve or disapprove of the proposal within forty-five (45) days of its receipt of the proposal and any additional information the owner may care to submit. One set of said plans and specifications with the written approval or disapproval endorsed

thereon, and in the case of a disapproval with written reasons therefore, shall be mailed or hand delivered to the owner and the other copy thereof shall be retained by the Association. In the event no action is taken by the ARC or the Board to approve or disapprove such plans and specifications within the applicable period, the provision requiring approval of said plans shall be deemed to have been waived by the Association. The Board or the ARC shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid if such plans and specifications are not in accordance with all the provisions of these covenants, or if a design or color scheme is not in harmony with the general surroundings of such Lot or adjacent structures, or if the plans and specifications submitted are incomplete, or if said plans and specifications are deemed to be contrary to the spirit and intent of these covenants, or contrary to the interest and welfare and rights of all or any part of Hiwan. The ARC or the Board will use good faith efforts to reach its final decision. An owner may revise the plans or specifications based on the reasons given for any disapproval. Any such revision shall be submitted to the Board who shall approve or disapprove the revisions within sixty (60) days after receipt by the Board.

The Association shall not be responsible in any manner whatsoever for any defect in any plans or specifications submitted nor as revised by said Association, or its Board or the ARC on its behalf, or for any work done pursuant to the requested changes of said plans and specifications.

5. Each single-family residence constructed shall have not less than 1200 square feet of floor area devoted to living purposes exclusive of the unroofed or roofed porches, terraces, basements, garages, and carports.
6. During construction, no temporary house, trailer, tent, garage or outbuilding shall be placed or erected upon any part of any Lot and occupied, and no residence placed or erected on any Lot shall be occupied prior to there being a County issued "Certificate of Occupancy" in accordance with the plans approved by the Association, nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions contained herein; provided, however, that during the actual construction of any improvement on any Lot, necessary temporary buildings for the storage of materials may be erected and maintained by the person doing such construction. The work of construction, altering, or remodeling of any building or part thereof shall be completed no later than 270 calendar days after the issuance of the building permit for same, plus any time under extensions granted by the Architectural Review Committee.
7. Every building, structure, or other improvement, other than fences, terraces, and steps, shall be set back in accordance with the following conditions for the lot lines, subject to any more restrictive state or county legal requirements:
 - a. Front yard setbacks; not less than 40 feet from any street lot line.
 - b. Side yard setbacks; not less than 20 feet from any side lot line, not less than 30 feet from any side lot line adjacent to a street.
 - c. Rear yard setbacks; not less than 20 feet from any rear lot line.

8. No wall, coping or fence exceeding 6 feet in height measured from the adjoining ground surface inside the wall, coping or fence may be erected or maintained on any Lot. Boundary planting along any lot lines, except trees with single trunks, shall not be permitted to grow higher than 8 feet. No walls, coping, or hedges shall be permitted on the street frontage beyond the setback line.
9. No coal or other types of fuel which give off smoke, except wood, shall be used for heating, cooking, or other purpose, other than conventional barbecues. No trash, garbage or slash shall be burned on any Lot. No barbecue or other outdoor cooking facility shall be located thereon nearer than 25 feet from any side lot line unless made a part of the residence.
10. No outside toilets shall be placed on any Lot except during a period of construction or remodeling.
11. No derrick or other structure designed for the use of boring for water, oil, or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any water, oil or natural gas be produced or abstracted there from.
12. No advertising or signs of any character shall be erected, placed, permitted or maintained on any Lot or on any building within Hiwan other than:
 - a. A name plate of the occupant and a street number.
 - b. "For Sale" signs, no larger than six square feet.
 - c. Signs denoting no solicitors, no trespassing, no hunting, or the name of a security service, no larger than one square foot.
 - d. American or services flags in a manner consistent with federal, state or local law.
 - e. Political signs of a size, nature, and for a duration, consistent with federal, state or local law.
13. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks to be used in connection with any residences constructed in Hiwan, including tanks for the storage of gas, oil, or water must be below ground. All types of refrigeration, cooling, generator, or heating apparatus must be concealed.
14. A. Occupants of each residence shall take reasonable measures to conceal clotheslines, garbage cans, and storage piles from view of adjacent Lots, and roads.
B. Conventionally licensed automobiles, SUVs and pickup trucks must be kept in garages or on paved or gravel driveways and parking areas.
C. *Recreational vehicles and equipment less than twenty (20) feet in length, including without limitation Class B recreational vehicles, camper shells, pop-up trailers, enclosed trailers, boats, ATVs, snowmobiles, utility trailers and similar items must be sufficiently concealed so that they are not noticeable to the casual observer. Measures to conceal them can include, but are not limited to, the following: Repositioning it on the property; Placing it in a structure or enclosure attached to the house as defined in Covenant 1; Using trees or foliage as screening. Plantings, other than trees, are limited to 8 feet in height as described in Covenant 8. If such*

*measures are not practical, or the homeowner chooses not to take such measures, the vehicle cannot be stored on the property and must be moved off site. Please contact the ARC with detailed plans as required in Covenant 4, if you plan to construct a structure or enclosure.***

D. Occupants shall conceal from view from adjacent Lots and roads, or if not so concealed shall not store on their Lot, large recreational vehicles greater than twenty (20) feet in length, to include Class A and C recreational vehicles, motor homes, travel and fifth wheel trailers, and bus conversions, except as described in "F" below.

E. An occupant will not be construed to have met the requirement to "conceal" any item by covering such item with cloth, tarpaulins, or any other type of covering.

F. Occupants may store any recreational vehicle or equipment on a temporary basis, for a period not to exceed a total of fourteen (14) days, as counted in any consecutive six (6) month period, on their Lot. The Board may issue a permit to extend such storage period for up to a total of an additional fourteen (14) days, as counted in that same consecutive six (6) month period.

15. Satellite dishes greater than one meter in diameter are prohibited.
16. Each Lot, and the improvements thereon, at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed on any Lot so as to be visible to any neighboring Lot, or road, except as is necessary during the period of construction.
17. In the event that a structure is destroyed, wholly or partially by fire or any other casualty, said structure shall be properly rebuilt or repaired to conform to this declaration or, all the remaining structure, including the foundations and all debris shall be removed from the Lot.
18. Each Lot shall, at all times, be kept clear of noxious weeds (as defined by relevant Jefferson County ordinance or regulation) and other unsightly growth, and any and all landscaping that becomes objectionable.. In case the owner of the Lot shall fail to keep his Lot clear of noxious weeds, or other unsightly growth or should fail to remove any objectionable landscaping upon the demand of the Association, the Association shall have the right to clear such Lot or Lots at the owner's expense and the owner shall pay all such costs. The Association shall have a lien against the property to secure the payment from the owner for this expense.
19. No Lot or Lots shall be subdivided, except for the purpose of combining portions with an adjacent Lot, provided that no additional Lot or building site is created thereby and then only with the express permission of the Association. Any ownership or single holding by any person comprising the whole of one Lot and part or parts of one or more adjoining Lots shall, for all purposes of these covenants and restrictions, be deemed a single Lot. Not less than one entire Lot as originally platted shall be used as a building site.

*** This is Covenant 14.C as revised by vote of the Owners on October 4, 2016*

20. Easements and rights of way in perpetuity are hereby reserved for the erection, construction, maintenance, and operation of wires, cable, pipe, conduits, and apparatus for the transmission of electrical current, telephone, television and radio lines and for the furnishing of water, gas, sewer service, or for the furnishing of other utility purposes together with the right of entry for the purpose of installing, maintaining, and reading gas, electric, and water meters and other apparatus.
21. These covenants shall constitute covenants running with the land. They shall continue to be binding upon the owners of said lands and all persons claiming by, through or under said owners in perpetuity. Procedures or policies enforcing these covenants can be approved only after approval by the owners of a majority of the Lots subject to these Covenants, in person or by written proxy. If to delay action while awaiting such a vote of the owners of Lots would be reasonably likely to harm the Association or a Lot owner, the Board by at least a two-thirds majority vote may issue procedures or policies, which will be null and void unless approved by a vote of owners of a majority of Lots in person or by proxy within sixty (60) days after enactment. These covenants, and any standards adopted hereunder, can be amended only by a positive vote, in person or by written proxy, of the owners of at least sixty-seven percent (67%) of the Lots subject to these Covenants.
22. The provisions contained herein are for the benefit of each and all of the Lots in Hiwan and shall inure to the benefit of and be binding upon the Association and subsequent owners of each of said Lots. Each purchaser of Lots included within the declaration, by acceptance of a deed to same, shall be subject to each and all of the restrictions, conditions, covenants, and agreements contained herein and to the jurisdiction, right, and power of the Association. And by such acceptance, shall for himself, his heirs, personal representatives, successors and assigns, covenant and agree and consent to and with the grantees and subsequent owners of each of said Lots, to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements contained herein.
23. If a situation does not involve an imminent threat to the health or safety of the owners of Lots in the Association, in any dispute between the Association and an owner, the parties shall first make use of reasonably available public or private resources for alternative dispute resolution, including without limitation, the resources offered by the Office of Dispute Resolution within the Colorado judicial branch, through its website or otherwise. Subject to this requirement to pursue alternative dispute resolution, any violation of the provisions, conditions, or restrictions contained herein shall allow the Association or any Lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or proper relief in order to enforce same in the court, and, in its discretion, may award the plaintiff court costs and reasonable attorney's fees. No delay on the part of the Association or any other person in the exercising of any right, power, or remedy contained herein shall be construed as a waiver thereof or an acquiescence therein. The rights and remedies of all persons hereunder shall be cumulative and the Association or any other Lot owner may use any or all of said rights without in any way affecting the ability of the Association or any Lot owner to use or rely upon or enforce any other right.

24. In the event any one or more of the provisions, conditions, restrictions, or covenants contained herein shall be held by any court of competent jurisdiction to be null and void, all remaining restrictions and covenants herein set forth shall remain in full force and effect.
25. The Association hereby reserves the right to grant a reasonable variance or adjustment of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to any other property or improvements of the neighborhood and shall not defeat the general intent and purpose of these restrictions.
26. No tree with a diameter at the base of said tree exceeding six (6) inches shall be removed from any Lot without the prior written approval of the ARC, which approval shall be granted in the following circumstances:
 - A. The removal is part of a written and reasonable defensible space or fire mitigation plan prepared by the Colorado State Forest Service, Evergreen Fire Department or other agency or company certified to prepare such plans
 - B. The removal is of a tree that is dead, or in an obvious state of serious decline due to neglect, disease, weather or other causes reasonably certain to result in the tree's demise, or of a tree that poses an obvious threat to an improvement
 - C. The removal is of a tree that is infected with Mountain Pine Beetle, mistletoe, or other damaging insects or infestation which can spread to other trees.
27. Annual assessments will be set by the Board, based upon an annual budget, including annual increases or decreases up to but not exceeding 15% to cover recurring annual expenses as reflected in the annual budget, and payment of the same shall be mandatory by the Lot owners within the subdivision, and such annual assessments, and special assessments, if any, shall be considered a lien on the property to the extent not paid in a timely manner. Changes of more than fifteen percent (15%) in any one (1) year in annual assessments, and increases in annual assessments that are not necessary to cover recurring annual expenses as reflected in the annual budget, in each case can be approved only by vote, in person or by written proxy, of the owners of at least a majority of all Lots subject to these Covenants. Special assessments in addition to annual assessments can be approved only by a positive vote, in person or by written proxy, of the owners of at least sixty-seven percent (67%) of all Lots subject to these Covenants

-End of recorded covenants-