

St. Charles River Estates Property Owners Association, Inc.

St. Charles River Estate Covenant Amendments

Amended and Approved by Members December 2, 2023

ARTICLE 2 – PROTECTIVE COVENANTS AND DESIGN STANDARDS

Section 2.3 Improvements:

No improvement shall be erected within the Property, except single-family dwelling units, guest houses, and accompanying out buildings, greenhouses, or stables and other facilities necessary for the agricultural use of the Property and appurtenances thereto (called "Improvements (s)) or as approved in writing by Declarant or the Association, as its successor, which satisfy the following design standards. For a full list of these standards, please refer to Section 2.3 letters (a) through (g).

ARTICLE 2 – PROTECTIVE COVENANTS AND DESIGN STANDARDS

Section 2.3 Improvements

(f) Fencing

Development Area consisting of Lots 1-64:

Hog wire type fencing is permitted but needs to be framed by a top and bottom rail between posts. All fencing shall be constructed of no more than two types of materials. Privacy fences are permitted to a height of 6 feet and shall extend no further than 75 feet from any part of a residence. Fencing of corrals is permitted to a height of 6 feet. Perimeter fencing shall not exceed 44" inches height. Stucco and concrete block privacy walls are allowed. Black metal fences and gates are permitted. For safety and security purposes, privacy fencing 6 feet in height, must fully encompass all outdoor swimming pools.

The use of "T-posts", "snow-type" fencing, corrugated metal panels, and wood pallets are strictly prohibited. All fencing plans must be submitted to and reviewed by the SCRE Architectural Committee prior to construction. Fencing plans shall include type, color, materials, dimensions, and design.

Regarding "T- Post" exemptions: All residential lots within St. Charles River Estates having a common boundary line with Burnt Mill Road right of way including Parcel C are exempt from T-post prohibition and shall be permitted. All residential lots having a common boundary with Parcel A, St. Charles River Estates shall be exempt from the T-post fencing prohibition including Parcels A, B, C & D and should adhere to the fencing requirements as set forth in the A-1 and A-2 zone districts within Pueblo County Regulations. Lot 65 and all other parcels: All fences are subject to the fencing requirements as set forth in PUD Zoning Pueblo County, Colorado.

ARTICLE 2 – PROTECTIVE COVENANTS AND DESIGN STANDARDS

Section 2.3 Improvements

(g) Architectural Review Committee

- 1) No improvements, including but not limited to structures and fencing, shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing compliance with the Declaration shall have been submitted to and approved in writing as to such compliance by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Further, it would be

advisable for Homeowners to purchase materials for construction after receiving approval from the Architectural Review Committee.

- 2) Procedure. The Board of Directors or Architectural Review Committee shall approve or disapprove all plans and requests within thirty (30) days after requests have been submitted.

In the event the Board or Committee fails to take action within thirty (30) days, approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the members of the Board or Committee is required for approval or disapproval of proposed improvements. The Board or Committee shall maintain written records of all applications submitted to it and of all action taken. In approving or disapproving the plans submitted to it, the Board or Committee shall take into consideration such matters which the Committee deems appropriate and shall determine whether such proposed is in compliance with the provisions of this Declaration; or whether the plan submitted is in violation of this Declaration. The Board or Committee may make reasonable requirements of the Lot owner, including the submission of additional plans, to ensure conformance with the provisions of this Declaration and conformance with the plans submitted and approved. The Board or Committee may require such changes as may be necessary to conform to the requirements and purposes herein established.

The Board or Committee, in its sole discretion, shall have the authority, but not the duty, to grant reasonable variances from the provisions of this Declaration as hereinafter set forth. Applications for variances from the provisions of this Declaration must be in writing and directed to the Board or Architectural Control Committee and said variances shall only be granted if the Board or Committee, in its sole discretion finds that, owing to exceptional and extraordinary circumstances, literal enforcement of this Declaration will result in unusual hardship. Any variance granted hereunder shall run with the Lot for which said variance is granted and a written document setting forth the exact nature and extent of the variance granted, executed by the Board or Committee, shall be duly recorded with the Pueblo County Clerk and Recorder. A variance shall not be granted unless the Board or Committee shall find that all of the following conditions exist:

- (a) The variance will not authorize the operation of a use other than a private, single family residential use;
- (b) The variance will not substantially or permanently negatively affect or detract from the use of other properties in the common interest community.
- (c) The variance will not alter the essential nature of the common interest community.
- (d) The variance will not weaken the general purposes of this Declaration;
- (e) the variance will be in harmony with the spirit and purposes of this Declaration;
- (f) the circumstances leading the applicant to seek a variance are unique to the Lot or building site or its owner and are not applicable generally to Lots in the common interest community or their owners; and
- (g) the proposed variance will not adversely affect the value, desirability, and attractiveness of the common interest community.

Whenever the Board or Committee disapproves of any proposed plans or specifications, it shall state in writing its reasons for such disapproval in terms so that, where possible, the objections can be met by alterations acceptable to the Board or committee. All plans submitted to the Board or Committee shall upon request of the Board or Committee be left on file with the Board or Committee. It is the intent of this Declaration that the Board or Committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for an arbitrary abuse or an act in excess of its authority. the Board or Committee shall resolve all questions of interpretation. This Declaration shall be interpreted in accordance with its general purpose and intent as herein expressed.

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Cambridge Rivera Clerk/Recorder, Pueblo County, Co

ARTICLE 2 – PROTECTIVE COVENANTS AND DESIGN STANDARDS
Section 2.6 Temporary Residence

Recreational Vehicles, further defined as pickups, campers, camp trailers, motorhomes, or other similar accommodation, will not be permitted to occupy either an improved or unimproved Lot for temporary camping or other temporary recreational purposes. However, during construction, a Recreational Vehicle may be used on an unimproved Lot as a temporary residence, storage, or administration facility for a period not to exceed (6) months, after notifying the St. Charles River Estates Board of Directors in writing, and receiving approval in advance, of such use. Recreational vehicles may be stored on an improved Lot, provided they remain roadworthy and in working order, and are currently licensed and registered. They shall be stored in an existing outbuilding or in an inconspicuous manner to maintain the aesthetics of the St. Charles River Estates community. Recreational vehicles are prohibited from being stored on any Lot that does not contain improvement(s) as stated in Section 2.3. Mobile homes are not permitted. No recreational vehicles may be used as a permanent dwelling.

ARTICLE 2 – PROTECTIVE COVENANTS AND DESIGN STANDARDS
Section 3.4 Inoperative Vehicles

No unused, stripped down, partially wrecked or inoperative motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot in such a manner as to be visible at ground level from any neighboring property or street, unless fully screened in a manner approved by the Association. An "unused vehicle" shall be any vehicle which is not properly licensed or registered and has remained immobile for more than one week.

ARTICLE 2 – PROTECTIVE COVENANTS AND DESIGN STANDARDS
Section 2.18. Non-compliance with Declaration.

In the event that an improvement, including but not limited to structures and fencing, is or has been commenced, erected or maintained upon the properties without approval of the Board or Committee and/or is not in compliance with the Declaration, a written notice of non-compliance shall be delivered to the property owner by the Board or Committee giving the property owner ninety (90) days to remedy the non-compliant improvement. Failure to remedy the non-compliant improvement within the time allowed will result in a fine of \$100.00 a day commencing from the end of the remedy period until remedied. The Board or Committee may seek additional damages as appropriate.

ARTICLE 2 – PROTECTIVE COVENANTS AND DESIGN STANDARDS
Section 2.19. Liability.

Neither the Board of Directors nor the Architectural Committee shall be liable, in damages or otherwise, to any person or entity whatsoever by reason of any action, failure to act, approval, disapproval or the performance of other duties pursuant to the provisions of this Declaration.

ARTICLE 10 – DEFINITIONS AND MISCELLANEOUS
Section 10.8 Enforcement, Costs and Attorney's Fees.

The Board, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board, Association or by any owner to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter. In any action or proceeding under the Association Documents, the party which seeks to enforce the Association Documents and prevails, shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and expert witness fees.

AMENDMENTS APPROVED AND ACCEPTED BY MORE THAN 67 PERCENT OF OUR MEMBERS ON DECEMBER 2, 2023. THESE AMENDMENTS TAKE EFFECT JANUARY 1, 2024.

ST. CHARLES RIVER ESTATES HOMEOWNERS ASSOCIATION

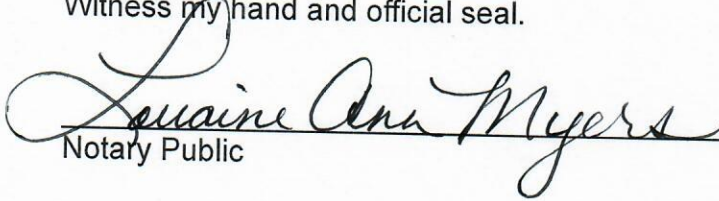

By: **ROCKY L. MANGINI, PRESIDENT**
ST. CHARLES RIVER ESTATES HOA

August 06, 2024
DATE

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

The forgoing instrument was acknowledged before me this 6th day of August 2024, by Rocky L. Mangini, President of St. Charles River Estates Homeowners Association.

Witness my hand and official seal.


Notary Public

LORRAINE ANN MYERS
Notary Public
State of Colorado
Notary ID # 20214019930
My Commission Expires 05-20-2025

05-20-2025
My Commission Expires