

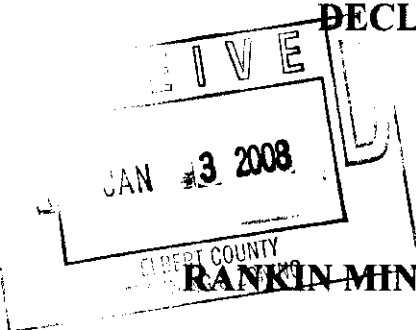


**DECLARATION OF COVENANTS, CONDITIONS**

**AND RESTRICTIONS**

**OF**

**RANKIN MINOR SUBDIVISION HOMEOWNERS ASSOCIATION**



THIS DECLARATION is made on the date hereinafter set forth by Scott A. Rankin, hereinafter referred to as "Declarant".

**RECITALS**

A. Declarant is the owner of certain property in the County of Elbert, State of Colorado, which is more particularly described as E ½ of the W ½ of the NW ¼ Section 27, Township 7S Range 65 W, Elbert County, Colorado, according to the Plat thereof recorded in the records of the Clerk and Recorder of Elbert County, Colorado at Reception No. \_\_\_\_\_; which Plat shall be a part of this Declaration.

B. Declarant has caused to be formed a certain common interest community known as Rankin Minor Subdivision, which is a "planned community" as that term is defined in the Colorado Common Interest Ownership Act.

C. Declarant has caused to be incorporated the Rankin Minor Subdivision Homeowners Association, a Colorado Not-For Profit Corporation.

D. Rankin Minor Subdivision common interest community is located completely within the County of Elbert, in the State of Colorado.

NOW, THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, there heirs, successors and assigns, and shall inure to the benefit of each owner thereof.



## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to Rankin Minor Subdivision Homeowners Association, a not-for-profit Colorado corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein above described.

Section 4. "Common Area" shall mean any roadway or utility easements and/or rights of way for the benefit of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the recorded Plat Map of the Properties.

Section 6. "Declarant" shall mean and refer to Scott A. Rankin, its successors and assigns.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members (no such dedication or transfer shall

be effective unless and instrument signed by two-thirds of each class of members agreeing to such dedication or transfer has been recorded.)

- (b) the right of the Association to place such reasonable restrictions upon the use of the Common Area as it may deem advisable.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to the members of his family, his guests, invites, tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership whose Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such a deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special



assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. His personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for improvement and maintenance of the Common Area located thereon. The Declarant makes no warranties with respect to the installations on the Common Area, except to pass on to the Association those warranties given to Declarant. In addition to the other powers and duties set forth in the Articles of Incorporation of Rankin Minor Subdivision Homeowners Association, it shall be the responsibility of the Board of Directors of the Association to reasonably repair and maintain the roadways, easements, and common areas within Rankin Minor Subdivision development.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of those Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be thirty percent (30%) of all the Members. No such subsequent meeting shall be held more than 60 days following the preceding meeting.



Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots (i.e., each Lot owner pays a percentage equal to one divided by the total number of Lots subject to this Declaration) and may be collected in advance on a yearly, quarterly, or monthly basis as the Executive board may determine. Initially, assessments shall be quarterly until modified by the Executive Board. Declarant shall be liable to pay annual assessment upon all Lots owned in its name.

Section 6. Date of Commencement of Annual Assessments: Due Dates. After the Association has made the initial common expense assessment, each Owner shall pay in advance a prorated amount of the annual assessment from the date of conveyance to the first day of the following quarter. (The first quarter shall commence on January 1<sup>st</sup> of each year.) Thereafter, the assessment will be due quarterly until changed by the Executive board. Within thirty days after adoption of any proposed budget for the common interest community, the Executive Board shall mail, by ordinary first class mail, or otherwise deliver a summary of the budget to all the Lot owners. Within thirty days after adoption of any proposed budget for the common interest community, the Executive Board shall set a date for a meeting of the Lot owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing or other deliver of the summary. Until the association makes a common expense assessment, the Declarant shall pay all common expenses. Each Lot owner is liable for assessments made against such owner's Lot during the period of ownership of such Lot.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Now owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. Except as set forth in the Colorado Common Interest Ownership Act, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.



## ARTICLE V

### ARCHITECTURAL CONTROL

Section 1. Architectural Advisory Committee. The Association shall maintain, as a standing committee the Architectural Advisory Committee (hereinafter referred to as "the Committee"). The purpose of the Committee shall be to carry out its duties and obligations imposed under the terms of the Declaration and to carry out the purposes and intent of the Declaration. The Committee shall have jurisdiction over all of the real property subject to the terms of the Declaration.

Section 2. Composition of Architectural Advisory Committee. The Committee shall consist of three or more persons, one of whom shall be a chairperson elected by the Board, with the remainder of the Committee members being appointed by the Association's Executive Board.

Section 3. Purpose. The Committee shall regulate the external design, appearance and location of the improvements to property subject to the jurisdiction of the Committee in such a manner as (i) to promote those qualities in the community which bring value to the real property and (ii) to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures and vegetation. In fulfilling this purpose, the Committee shall review, study and either approve or reject plans for proposed improvements, landscaping or other alterations to the Properties, all in compliance with the Declaration, as amended, and Architectural Advisory Committee rules and regulations as may from time to time be adopted.

Section 4. Requirements. No building, landscaping, awnings, patio covers, fence, wall, residence, structure or projection from any of the foregoing (whether of a temporary or a permanent nature and whether or not affixed to the ground) shall be commenced, erected, improved or altered, nor shall any change of exterior color be made or other work which in any way alters the exterior appearance of any Lot or improvement be done, without the prior written approval of the Committee. Notwithstanding the foregoing provision, the Architectural Advisory Committee may adopt rules and regulations exempting certain landscaping, change in exterior color or other alterations from the approval requirement. To obtain such approval, the Owner shall be required to submit written plans and specifications showing



the nature, kind, shape, height, materials, color and location of the proposed improvement or alteration, together with such other information as may be requested by the Committee, and, thereafter, to complete said improvement or alteration in accordance with the approved plans and specifications in a good and workmanlike manner. Approval by the Committee shall be based upon the following factors:

- (a) Compliance with the terms and conditions set forth in the Declaration and with the terms and conditions set forth any Architectural Advisory Committee rules and regulations;
- (b) Review of any such information in the plans and specifications as may have been reasonably requested by the Committee;
- (c) The compatibility and harmony of the proposed improvement or alteration in relation to, and its effect upon, surrounding structures, uses, vegetation, real property which is visible, from the Lot upon which the proposed improvement or alteration is contemplated to be made, and the overall community design of the real property subject to the Declaration, as amended;
- (d) The exterior design, appearance and materials contemplated for any proposed improvement or alteration;
- (e) The color scheme, finish, proportions, style of architecture, location, height, bulk or appropriateness of any proposed improvement or alteration;
- (f) Conformity of the plans and specifications to the purposes and general plan and intent of the limitations and restrictions imposed by the Declaration, as amended, and the Architectural Advisory Committee rules and regulations.

In any case where the Committee disapproves any plans and specifications submitted pursuant to the Section 4, or approves the same only as modified or upon specified conditions, such disapproval or qualified approval shall be given within thirty (30) days of the receipt of the plans and specifications by the Committee and shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Committee shall, if



requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 5. Limitation of Liability. The Committee shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Association's Executive Board, the Committee, nor any individual member of the Executive Board, or the Committee shall be liable to any person or entity for any official act of the Committee or the Executive Board, in connection with submitted plans and specifications, except to the extent that the Committee, the Executive Board, or any individual member of the Committee or the Executive Board acted with malice or wrongful intent. Approval by the Committee does not necessarily assure approval by the appropriate governmental board or commission of Elbert County, Colorado. Notwithstanding that the Committee has approved plan and specification, neither the Committee, the Executive Board nor any individual member of the Committee or the Executive Board shall be responsible or liable to any owner, developer or contractor with respect to a loss, liability, claim or expense which may arise by the reason os such approval or the construction of the proposed improvement or alteration. Neither the Executive Board of the Association, the Committee, or any individual member or agent thereof, shall be responsible in any way for the defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Declaration, and any Architectural Advisory Committee rules and regulations, nor any structural or other defects in any work done according to such plans and specifications. In all events the Committee, the Executive Board, and the individual members thereof shall be defended and indemnified by the Association in any such suit or proceeding; provided, however, that the Association shall not be obligated to indemnify any member of the Committee or the Executive Board in the event such member of the Committee or the Executive Board shall be adjudged to be liable for misconduct in the performance of his duty as a member of the Committee or the Executive Board unless and only to the extent that the Court in which such action or suit may be brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such Court shall deem proper.

Section 6. Appeal of Architectural Advisory Committee Decision.  
Any applicant may appeal an adverse Committee decision within thirty (30)





days of its receipt to the Association's Executive Board, who within thirty (30) days thereafter, may sustain, reverse or modify such decision by a majority vote of all Board Members of the Association.

## ARTICLE VI

### USE RESTRICTION

- (a) The use of the Common Area shall be subject to the restrictions set forth in Article II, and to those restrictions hereinafter set forth.
- (b) No use shall be made of any of the Lots or of the Common Area which will in any manner violate the statues, rules or regulations of any governmental authority having jurisdiction over the common area.
- (c) No owner shall place any structure or improvements whatsoever upon the Common Area, nor shall any owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all members.
- (d) The Use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.
- (e) No use shall be made of the Common Area which will deny ingress and egress to those owners having access to Lots only over the common area and the right of ingress and egress to said Lots by vehicle and otherwise is hereby expressly granted.
- (f) Each and every one of the said Lots shall be used for private family residence purposes only. No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any portion of the premises at any time as a residence either temporarily or permanently. No more than four (4) separate detached buildings may be built on any one lot and only two of such buildings may contain living quarters. No more than two (2) family units may permanently occupy any Lot at any given time.



- (g) Nothing contained in this Section, however, shall be construed as preventing the renting or leasing of an entire Lot and all improvements thereon as a single unit to a single family. No business or profession shall be conducted upon the Lots, and no exterior signs of any nature shall be shown or displayed with respect to any business or profession.
- (h) Every principal residence constructed shall have not less than 2250 square feet of floor area devoted to living purposes, or if more than one story is constructed, then the main floor shall have not less than 1250 square feet of floor area devoted to living space, exclusive of roofed or unroofed porches, terraces, basements and garages and exclusive of walk-out basements. Also, the total square footage shall be no less than 2500 square feet. A 1400 square foot ranch with walk out is acceptable if the walk out is finished to same quality as the main floor and finished square feet is equal or more than 2500 square feet. Each principal residence shall have a garage of sufficient size to house not less than two cars. Further, each such residence shall provide a driveway suitable for off-street parking for at least two cars, excluding the space in the garage. No other off-street parking shall be constructed or permitted without the written permission of the Architectural Advisory Committee.
- (i) No walls, fences or hedges will be permitted within the Common Area. All of the Properties shall be subject to the "fence out" rule; i.e., it will be the responsibility of each Owner to fence out livestock if such Owner desires to keep other Owners' livestock out of his or her Lot.
- (j) Any building placed, erected or maintained on any Lot in the tract shall be entirely constructed thereon, and the same shall not nor shall any part thereof be moved or placed thereon from elsewhere (no modular construction).
- (k) All electric, televisions, radio and telephone lines and all other line installations and connections from Lot Owner's property line to residence or structures shall be placed underground, with the exception of Lot 1 which is grandfathered in.



- (l) No more than twelve (12) animals, livestock or poultry of any kind may be kept on any Lot at any time. No pigs or goats may be kept at any time (except Vietnamese Pot Bellied Pigs.)
- (m) No advertising sign (except one of not more than five square feet "For Rent" or "For Sale" sign per parcel), billboard, unsightly objects or nuisances shall be erected, placed or be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof.
- (n) Drying of clothes, clotheslines, equipment, garbage cans, service yards, or storage piles shall be kept screened by adequate planting or fencing as herein permitted so as to conceal them from view of neighboring Lots and Common Area. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- (o) The following shall not be permitted without approval in writing of the Architectural Advisory Committee:
  - (1) Exterior television antennas, satellite dishes, radio antennas, solar panels or swamp coolers maintained upon the premises or any portion of the improvements located upon the premises or upon any structures situated upon the said real property.
  - (2) Fiberglass or similar materials for any exterior roofing or walls.
  - (3) Exterior colors which are not earth tones. (The fact that a particular color may be defined as an "earth tone" shall not deprive the Architectural Advisory Committee from the right to accept or reject such color.)
- (p) Each lot and any and all improvements from time to time located on such lot, including landscaping, shall be maintained by the owner thereof in good condition and repair.
- (q) No noxious, offensive or dangerous activity shall be carried on upon the Properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, annoyance or danger to other Owners.



- (r) All Owners shall remove from their land any growth infested with noxious insects or contagious plant diseases.
- (s) No Owner or resident shall repair, or permit any other person to repair, any car, boat or other vehicle except in an enclosed area which is shielded from the view from the street and neighboring properties. The foregoing shall not apply to minor repair and maintenance procedures which do not exceed 12 hours in duration. In no event shall vehicles which are inoperable or not regularly driven be permitted to park for more than 48 hours in any private driveway or on any adjacent street.
- (t) No dirt bike or all-terrain 3- or 4-wheel vehicle tracks or courses shall be created or used on any Lot.
- (u) NO antennas may be erected which are more than 30 feet in height.
- (v) No satellite dishes may be constructed within 150 feet of any property line.
- (w) No more than five of the following may be stored on any Lot without being kept in a permanent, covered structure: I) vehicles of any nature; II) boats, and III) motor homes, motor coaches, camper, or travel trailers. Additionally, no more than one boat and one travel trailer may be stored that are not kept in a permanent, covered structure.

## ARTICLE VII

### EASEMENTS

The easements over and across the Common Area shall be those shown or provided for upon the recorded plat of Rankin Minor Subdivision. Declarant has an easement through the common elements as may be reasonably necessary for the purpose of discharging Declarant's obligations arising under the Colorado Common Interest Ownership Act, to complete improvements within the land subject to these Declarations or arising under the Declarations.



## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall be perpetual and shall run with and bind the land. This Declaration may be amended by an instrument signed by not less than sixty-six and two-thirds percent (66%) of the Lot Owners. Any amendment must be recorded. Additionally, the Plat Map referred to in Recital C may be amended by an instrument signed by not less than 66% of the Lot owners.

Section 4. Annexation. Additional residential property and common area may be annexed to the Properties with the consent of two-thirds of the Lot Owners. Declarant has not reserved the right to create any new Lots to be subject to this Declaration.

Section 5. Reports and Records. The Association shall furnish such reports and records, and make available the association books as required by the Colorado Common Interest Ownership Act. In addition, the Association shall furnish the unpaid assessment statement and any other information required by the Colorado Common Interest Ownership Act, or any other law.

Section 6. Rules and Regulations. The Association, acting through its Executive Board, may adopt rules and regulations consistent with the expressed or implied purposes of the Declaration, as amended, which govern, but need not necessarily be limited to: use of Lots and Common Areas; procedures for the adoption, levy, collection and enforcement of assessments; general conduct of owners, members of their immediate family and their guests and invitees on the Common Areas; pet control; noxious,



offensive or dangerous activity; nuisances; residential exterior maintenance; services; financial matters; enforcement of the Declaration, and rules and regulations adopted pursuant thereto; interpretation of the Declaration, and rules and regulations adopted pursuant thereto; building and landscape control; and design and construction matters, including Design Guidelines.

Prior to the adoption of any future proposed rules and regulations, or an amendment or repeal of any then existing rules and regulations, the Executive Board of the Association shall give notice of the proposed action to all Owners and provide the Owners with an opportunity to attend a meeting of the Executive Board regarding such actions. Notice of the proposed actions shall be given by first class mail to the last known address of each known Owner. Any such notice shall state the time, place and nature of the proceedings, which shall be held not less than to (10) days after mailing, the authority under which the action is proposed, and either the terms or substance of the proposed rules and regulations 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 Owners an opportunity to submit written data, views or arguments. In the event the Board adopts the initial proposal or a proposal substantially similar to the initial proposal, any action taken shall become effective ten (10) days thereafter. In the event of any material revisions made by the Board to the proposed actions subsequent to the giving of notice to all Owners, as a result of Owner comment or otherwise, the proposed actions, as revised, shall become effective ten (10) days after the Board votes to adopt same and gives notice to each Owner of such revisions, in the manner provided above.

Section 7. Variances. Recognizing that the Declaration cannot address all conceivable situations which may arise, and further, recognizing the need for flexibility in administration of the Declaration, so as not to create unnecessary hardship, the Association's Executive Board may, in its sole discretion, and on behalf of all of the Owners of property subject to the Declaration, grant variances, whether permanent or limited in duration, from any of the terms and conditions contained within the Declaration, as amended, and rules and regulations adopted thereunder. Any variances so granted shall be binding on the Association and all Owners of property subject to the Declaration, as amended. The procedure for application shall be the same as is provided above in Article V, Section 4, except application



shall be made to the Association's Executive Board, rather than to the Architectural Advisory Committee.

In granting variances hereunder, the following shall be applicable:

- (a) any variance granted hereunder shall run with the property for which it is granted;
- (b) if a variance is denied, another application for the same or similar variance for the same property may not be made for a period of one year;
- (c) a variance shall not be granted unless at least 75% of the members of the Executive Board of the Association find that all of the following conditions exist:
  - (i) owing to unusual circumstances, literal enforcement of the Declaration will result in unnecessary hardship;
  - (ii) the variance will not substantially and permanently injure the use of other property subject to the Declaration;
  - (iii) the variance will not alter the essential character of the properties subject to the Declaration;
  - (iv) the variance will not weaken the general purposes of the Declaration.
  - (v) The variance will be in harmony with the spirit and purpose of the Declaration; and
  - (vi) The circumstances leading the applicant to seek a variance are unique or peculiar to the property or its Owner and are not applicable generally to property subject to the Declaration.

Section 9. Declaration Deemed to Run with the Land. The Declaration and the restrictions, covenants and conditions contained in the Declaration shall be deemed to run with the land and shall inure to and be binding upon all property subject thereto and upon each person or entity who



now owns or who hereafter acquires ownership or any right, title or interest in any property which is subject to the Declaration.

Section 10. Right to Enforce Declaration. The Declaration and the restrictions, covenants and conditions contained therein are for the benefit of the Owners, jointly and severally, and for the benefit of the Association and of the Architectural Advisory Committee, and may be enforced by an action for damages, suit for injunction, mandatory or prohibitive or such other appropriate legal remedy as may be available, instituted by any Owners, the Association, the Architectural Advisory Committee, or any combination thereof; provided, however, that prior to that commencement of any enforcement proceedings by any Owner, that Owner shall advise the Association's Executive Board in writing, of the claimed violation, and the Board shall attempt to compel compliance for commence enforcement proceedings in the name of the Association. In the event of the Association's Executive Board refuses to act to remedy the claimed violation within thirty days, then and only then may an Owner, separately, and at his sole cost and expense, attempt to enforce the Declaration. No action shall be brought or maintained against the Executive Board, the Association of Members thereof in the event of the Board elects to take no action with respect to alleged violations of the Declaration.

Section 11. Violation Deemed Nuisance. Any act or omission whereby any restriction, condition or covenant of the Declaration, or any rule or regulation promulgated under the authority granted by the Declaration, is violated in whole or in part is declared to be and to constitute a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by the Association, the committee, or by any Owner, subject to the provisions of Article VIII, Section 10.

Section 12. Declarant's Easement Rights. Declarant has granted certain easements for water wells and transportation lines for such water.

Section 13. Maximum Number of Units. Declarant reserves the right to create a maximum of twelve (12) Lots.



