

AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
THE OVERLOOK AT PALO VERDE

THIS AMENDED AND RESTATED DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE OVERLOOK AT PALO VERDE (the Declaration), is made as of July 10, 2019, in contemplation of the following facts and circumstances:

A. On December 29, 1982 PALO VERDO INVESTMENTS, INC., a Colorado corporation, hereinafter referred to as "Declarant" submitted real property described in Exhibit A to that Declaration of Covenants, Conditions and Restrictions For the Overlook at Palo Verde, recorded in the real property records of Jefferson County, Colorado at Reception No. 82091321 (the Original Declaration") to its covenants, conditions and restrictions

B. The Overlook Landowners Association formed as an association by the recording of the Original Declaration.

C. It is the intent of the Association and Owners to amend and restate all of the provisions of the Original Declaration, as set forth in this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Overlook at Palo Verde (Declaration), and upon recording of this Declaration, the prior recorded Original Declaration and all prior recorded declarations, amendments, and supplements are superseded and replaced by this Declaration.

D. The original Declaration provides that it may be amended in whole or in part at any time pursuant to Article IX, Section 3, by an instrument signed by the Owners and Mortgagees of not less than sixty-six percent (66%) of the Parcels.

E. The Owners and Mortgagees of not less than sixty-six percent (66%) of the Parcels subject to the Original Declaration desire to amend and restate the Original declaration in its entirety and have approved this Declaration.

WITNESSETH

WHEREAS, the Association intends that the real property within the Association be used for residential purposes while preserving to the extent practical the existing natural environment, and the many species of wildlife which populate the area.

Now therefore, the Original Declaration of the Overlook at Palo Verde, and all supplements and amendments thereto, are replaced in their entirety by this Declaration. Upon recording of this

Declaration, the property subject to the Original Declaration shall be held and conveyed subject to the following covenants, conditions, restrictions, easements, terms, and provisions, which shall run with such properties and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### Definitions

Section 1. "Association" shall mean and refer to The Overlook Landowners Association, a Colorado non-profit corporation, its successors, and assigns.

Section 2. "Association Documents" means this Declaration, the Articles of Incorporation, the Bylaws, the Map, the Design Guidelines, and any procedures, rules, regulations or policies adopted under such documents by the Association, as such documents may be amended from time to time.

Section 3. "Declaration" means this Declaration and the Map, and amendments and supplements to the foregoing.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Overlook" shall mean and refer to all of the property described in Exhibit A attached, and any additionally annexed properties.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Overlook, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Parcel" shall mean and refer to an entire lot or tract in the Overlook, together with the improvements thereon, title to which is or will be conveyed in fee simple by reference to the numbered plots of land shown upon the recorded Plat of the Properties

Section 8. "Plat" shall mean and refer collectively to the recorded plat of the First Subdivision of Palo Verde Park Exemption Survey No. 1, recorded June 9, 2003 at the Office of the Clerk and Recorder, County of Jefferson, Colorado, at Reception Number F 1772116, as it may be amended.

Section 9. "Properties" shall mean and refer to all that certain real property described in Exhibit A, and such additions thereto as may be brought within the Jurisdiction of the Association.

## ARTICLE II

### Property Rights

Every Owner shall have a right and easement of use and enjoyment in and to the roadways shown and described on the Plat.

## ARTICLE III

### Landowners Association

Section 1. Functions. The Overlook Association operates entirely with volunteers. Involvement by neighbors promotes an active and enjoyable community. The Officers and Directors are tasked with keeping the volunteer nature of the neighborhood by actively enlisting homeowners to take positions on the various committees that perform the ongoing operation of the Overlook. All Owners are encouraged to volunteer for involvement in at least one area of the neighborhood activities. The committees may consist of Design Review, Roads, Islands, Forest, Gate, Mailbox, Historian and a Social Committee. The Association shall perform functions provided in this Declaration to further the common interest of all Owners of the Overlook. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration, its Articles of Incorporation and Bylaws. The Association shall have all powers necessary or desirable to effectuate these purposes and shall be governed by its Bylaws. It shall not engage in commercial or profit-making activity, and shall be formed and operated so as to qualify as an "exempt" corporation for income tax purposes, Local, State, and Federal.

### Section 2. Membership.

- (a) Every owner of a Parcel 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 Parcel which is subject to assessment.
- (b) Upon transfer of fee simple title to a Parcel, membership in the Association shall automatically pass to the new Owner or Owners.

### Section 3. Voting.

- (a) Members shall be all of the owners and shall be entitled to one vote for each parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be Members. The vote for such Parcel shall be exercised as the Owners of such

Parcel determine among themselves, but in no event shall more than one vote be cast with respect to any Parcel.

(b) The vote for each Parcel may be exercised by one person or alternative persons as the Owners themselves determine. If the Owners are unable to agree on how the vote for such Lot shall be exercised on an issue prior to the time required to exercise the vote, they shall be passed over and their right to vote on such issue shall be lost.

Section 4. Board of Directors.

The affairs of the Association shall be managed by a Board of Directors elected annually, by the Members of the Association. The number of Directors, the election of members of the Board of Directors, their tenure in office and duties and obligations shall be set forth in the By-Laws.

Section 5. Rights of the Association. The Association shall have and may exercise by and through the Board of Directors, the following rights, to wit:

- (a) Rights and privileges given it by this Declaration.
- (b) Any other right and privilege or power and authority necessary or desirable to fulfill its obligations under the Declaration and the By-Laws, as permitted by law, including, without limiting the generality of the foregoing, the following:
  - (i) To take such actions as are necessary to provide road maintenance as set forth in Section 6 of this Article III,
  - (ii) To obtain and pay for accounting and other professional services as may be necessary or desirable,
  - (iii) To obtain and pay for such comprehensive liability coverage or other insurance as good business practice may necessitate or require,
  - (iv) Upon request of any Member, to review requests for variances and -to grant relief from any requirements contained herein if the strict enforcement of same would tend to be unfair to or work an undue hardship on any Member or Members,
  - (v) To establish programs to control pine and fir beetles, dwarf mistletoe, thistle, noxious weeds, voles, pocket gophers or other pests, and to participate in the Evergreen Fire District's Community Wildfire Protection Plan. (CWPP),
  - (vi) To adopt and enforce Rules and Regulations to implement the aforementioned and to endure the fullest enjoyment of the Overlook,
  - (vii) To establish assessments as required under this Declaration for the purpose of satisfying the expenses incurred or estimated to be incurred by the Association,

(viii) To maintain liaison with governmental authorities and other property owners associations as appropriate to protect and enhance the value and desirability of the Overlook,

(ix) To enforce the terms and conditions of this Declaration, and to fine and collect such sums from the Owners in violation hereof according to but not limited to the costs involved in taking the necessary action. Mediation or arbitration is the preferred methods for resolving disputes. Refer to the OLA Dispute Resolution Policy.

Section 6. Roadways. The Association shall provide for the care, improvement, management, maintenance, repair and replacement of the roadways and roadway easements contained within the Properties, as further defined in Article VIII. Maintenance shall include the removal of snow to the extent necessary to ensure full use of any of the roads and easements, and shall include a program to control trees from growing within 15 feet of the roadways that shade the surface leading to snowpack and ice hazards in winter, as well as hinder the successful egress of homeowners in the case of forest fire. The Fire Department's decision to commit personnel and equipment to respond to a house fire that could quickly spread to a forest fire requires safe ingress and egress in a single access neighborhood.

#### ARTICLE IV

##### Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation for Payment of Assessments. Each Owner of any Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges for expenses of the Association, and (2) special assessments, as may be levied from time to time, such assessments to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with interest and costs of collection including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment fell due. The personal obligation for repayment of delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by the new Owner. However, the lien shall continue to encumber the Parcel.

In addition to the Annual Assessments authorized by Sections 1 above, the Board of Directors may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto, or to make up any shortfall in the current year's budget. Notice of the amount and due dates for such Special Assessments must be sent to each Owner at least 30 days prior to the due date.

Section 2. Purpose of Assessments. The assessments levied by the Association through its Board of Directors shall be used exclusively for the purpose of promoting the safety and welfare of the residents in the Overlook and in particular for the services and facilities devoted to this purpose and related to the use and enjoyment of the Overlook, and the homes situated upon the Parcels; and, further, for the purpose of maintenance or improvement obligations deemed desirable or which may be incurred by virtue of any agreement with the County, or other governmental authorities. The assessments shall further be used to provide adequate insurance and any and all types and amounts deemed necessary by the Board of Directors with respect to the Association's activities and to provide such reserves as may be deemed necessary in order to accomplish the objectives and purposes of the Association.

Section 3. Allocation of Assessment. The amount of each Parcel's share of the total assessment shall be determined by dividing the total assessment by the total number of Parcels subject to the assessment.

Section 4. Notice of Assessment. All assessment notices shall be in writing and may be sent by the Association by registered or certified mail to the Member's last known address. All Members shall be required to advise the Association of all changes of address. All assessments shall be payable to the Association within thirty (30) days from the date of delivery or mailing of the notice of assessment.

Section 5. Effect of Nonpayment of Assessments – Remedies of the Association. The Association may provide for the payment of the assessment in monthly or quarterly installments. Any assessment installment which is not paid when due shall be delinquent. If the assessment installment is not paid within thirty (30) days after the due date, the assessment installment shall bear interest from the date of delinquency at the maximum legal rate chargeable on loans secured by real estate. The Association may bring an action at law against the Owner personally obligated to pay the delinquent installments. In addition to such action or as an alternative thereto, the Association shall have a lien against each Parcel to secure payment of monies owed to the Association by the Owner of that respective Parcel. The Association may file with the Clerk and Recorder of the County wherein the Parcel is situate, a Statement of Lien with respect to the Parcel, setting forth the name of the Owner, the legal description of the Parcel, the name of the Association, and the amount of delinquent assessments then owing by the Owner of that respective Parcel, which Statement shall be duly signed and acknowledged by the President or a Vice President of the Association, and which shall be served upon the Owner of the Parcel by mail to the address of the Parcel or at such other address as the Association may have in its records for the Owner of the Parcel. Thirty (30) days following the mailing of such notice, the Association may proceed to foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Colorado. The Association shall be entitled to recover the costs and reasonable attorney's fees incurred with respect to any attempt to collect assessments which are delinquent. No Owner may waive or otherwise escape liability for the payment of assessments provided for herein by non-use or abandonment of his Parcel.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first lien mortgage or first lien deed of trust encumbering the Parcel.

## ARTICLE V

### Restrictions

Section 1. Construction of Improvements. No work of improvement, grading, excavation, fencing, landscaping, tree or shrub planting or removal (except for fire mitigation, forest health, and removal of trees within 15 feet of the roadways) shall be undertaken upon any Parcel without the prior approval of the Design Review Committee given as provided in Article VI hereof. All plans and specifications for any structure or improvements whatsoever to be erected on any Parcel, and the proposed location thereof on any Parcel, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alterations or additions thereto on any Parcel shall be subject to and shall require the approval in writing by the Design Review Committee, as the same is from time to time composed. Said written approval is to be obtained prior to commencement of any such work.

### Section 2. Restrictions on Use.

- (a) Residential Use. No parcel shall be improved for any purpose other than single family residential purposes and such purposes which are customarily incident thereto. All improvements shall comply with the Jefferson County Zoning Resolution as amended.
- (b) Prohibited Use. No commercial enterprise (except as hereinafter provided), noxious or offensive trade or activity shall be carried on upon any Parcel, and nothing shall be done thereon which may, in the opinion of the Board of Directors of the Association, be or become an annoyance or nuisance to the neighboring Owners or to the wildlife of the area. For the purposes hereof, construction, sale, leasing, or renting of a Parcel for residential use shall not constitute a commercial use or enterprise. "Short term rentals" are prohibited, (refer to Jefferson County Planning and Zoning Regulations).
- (c) Vehicle Operation and Storage. No trucks, trail bikes, recreational vehicles, snowmobiles, campers, trailers, boats, or boat trailers or vehicles other than passenger vehicles or pickup or utility trucks with a capacity of one (1) ton or less shall be parked, stored, or in any manner kept or placed on any Parcel or adjoining roadway unless they are shielded from view of adjoining Parcels or roadways or in a closed garage. No skimobile, trail bike, or recreational vehicle may be operated within the Overlook except for purposes of ingress and egress. To prevent damage to the gate and islands, no semi-tractor trailer trucks in excess of 40 feet are allowed in the Overlook. Loads need to be transferred to standard shuttle trucks.
- (d) Excavations. No excavation shall be made except in connection with improvements approved as herein provided. Upon completion of such improvement, exposed openings shall be backfilled and disturbed ground shall be graded and landscaped.

- (e) Wells and Minerals. No well shall be drilled for the production of or from which there is produced or extracted oil or gas.
- (f) Utility Lines. No power, telephone, or other utility lines (wire, pipe, or conduit) shall be installed or operated anywhere in the Overlook except those which are operated or approved by public agencies or duly certified public utility companies. All service and utility lines to be constructed shall be buried. No wind generators or solar panels will be installed in view of any other parcels or roadways.
- (g) Signs. No sign of any kind, including flags, banners and pennants, (except as permitted by the Colorado Common Interest Ownership Act) shall be displayed to the public view on or from any Parcel except signs permitted and approved by the Design Review Committee, this includes advertisement signs of companies doing service work at the property. Home security system warning sign may be placed at the home but not at the road. For Sale signs are not to be placed inside the Overlook; signs placed outside the gate should be a minimum of 10 feet from the gate and kept orderly, and the brochure boxes shall be attended to.
- (h) Animals and Pets. No animals, livestock, or poultry of any kind shall be kept, raised, or bred on any Parcel other than dogs, cats, or other household pets in such numbers as not to constitute a nuisance (generally considered to be a maximum of two animals per Parcel).-All dog runs, kennels, and fenced-in areas for the confinement of permitted animals shall be maintained to the extent practicable, in a location not visible from any other Parcel or roadway. Pets may not run loose in the Overlook. Electronic dog fences shall be kept in effective working order. Owners shall insure that their pets do not cause a nuisance to other owners or the wildlife in the area. Specifically and without limitation, shall not permit their dogs to bark so as to cause a nuisance. Anti-bark collars or keeping the dog inside when the owner is absent, are two options. Neighbors individually or together should contact the offending owners to ask for compliance to this or any covenant, before asking an Association volunteer for assistance. Jefferson County has a process to address this situation. [www.jeffco.us](http://www.jeffco.us)
- (i) Drainage. All drainage including culverts under driveways must be kept clear. No Owner shall do any work, construct any improvement, place any landscaping or allow any condition whatsoever which shall alter or interfere with natural drainage patterns in the Overlook except to the extent such alteration in drainage pattern is approved in writing by the Design Review Committee.
- (j) Garbage and Trash. No Parcel shall be used or maintained as a dumping ground for rubbish. All trash, garbage, or other waste receptacles shall be maintained in good, clean condition and (except on collection days) in a location not visible from any other Parcel. Owners shall make provisions for containers to be retrieved within one day after collection. Rubbish containers shall be made of a material which does not emit excessive noise during handling and have means of keeping lids closed to deter animal entry. There shall only be one trash service used by homes in the Overlook, selected by the Board of Directors to keep the best service at the lowest cost.



- (k) Outside Storage. No furniture, fixtures, appliances, or other goods not in active use shall be stored in any building or open area or on any Parcel in such a manner so that material is visible from a neighboring Parcel or roadway. Construction materials shall not be stored on any Parcel for a period exceeding thirty (30) days prior to commencement of construction.
- (l) Displays or Temporary Structures. No display, shrine, mobile home, tent, shack, or other outbuilding shall be kept upon any Parcel or on any roadway within the Overlook except in connection with work or construction diligently pursued. No swing set or other recreational equipment shall be maintained on any Parcel in an area visible from any other Parcel or roadway, unless otherwise approved by the Design Review Committee, with input from affected neighbors.
- (m) Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable statutes, ordinances, administrative rulings or regulations pertaining to his Parcel.
- (n) Outside Clotheslines. No laundry or wash shall be dried or hung where it may be visible from a roadway or other Parcel.
- (o) Hunting, Firearms, and Explosives. Hunting and the discharge of firearms or explosives (except as required during construction) are prohibited within the Overlook.
- (p) Annoying Noise. No sound shall be emitted from any Parcel which is annoying or offensive to any Owner of any adjoining Parcel.
- (q) Vehicle Repair. No vehicle repair shall be performed on any Parcel in areas visible from any other Parcel or roadway, except in emergency cases.
- (r) Antenna. No exterior antenna of any type (including satellite dishes) shall be permitted without the prior approval of the Design Review Committee. No activity shall be conducted on any Parcel which interferes with television or radio reception on any other Parcel.
- (s) Work Affecting Exterior Appearance. No work shall be undertaken (other than routine maintenance and repair) which may result in changes in the exterior appearance of any improvement on any Parcel including, but without limitation, exterior refinishing, awnings, erection of fences, without the prior written consent of the Design Review Committee. Window hangings, draperies, and the backings for all draperies and curtains visible from other Parcels shall be subtle and harmonious with the exterior. Bright colors and busy designs are prohibited.
- (t) Outside Burning. There shall be no exterior fires, except barbecue, and outside fireplaces. No Owner shall permit any condition on his Parcel which creates a fire hazard or is in violation of fire prevention regulations.
- (u) Preservation of Trees and Shrubs. Forest fire mitigation and ingress of fire fighting personnel and equipment as well as the safe egress of residents from a one exit neighborhood require the roadway sides be clear of trees. Also, to preclude snow pack layering and icy areas on the roadways, all conifer trees should be removed from within 15 feet of roadways. (Exceptions to preferred individual trees to be granted by the Forest committee). Special attention should be given to removing unhealthy and closely spaced conifer trees within 15

feet of lot lines between parcels to help decrease the spread of dwarf mistletoe and forest fires.

- (v) Maintenance of Building. Each Owner of each Parcel shall maintain in good condition the improvements located upon his Parcel, including but not limited to walkways, driveways, paving, and drainage culverts, making all appropriate repairs and replacements as often as the same shall become necessary.
- (w) Maintenance of Landscaping. The Owner of each Parcel shall maintain the natural native landscaping upon his Parcel in good condition. Each Owner shall diligently maintain, cultivate, husband, protect, and preserve the healthy shrubs and trees upon his Parcel including, but without limitation, removal of unhealthy and leaning trees, dead branches, dead brush, and performance of other tasks calculated to remove or eliminate material which constitutes or creates a fire hazard or hiding places for mountain lions or their catch. Watering systems and protection from elk and deer is encouraged for aspen and cotton wood trees. Each Owner shall cooperate with the Association in its forest thinning, brush clearing and fire protection husbandry program for reduction of these hazards. Owners should have an annual program for removing upstart and closely spaced trees. Thistle and noxious weed control is an annual requirement. Landowners unable to take care of their property in view of the common roadways or lot lines will pay their share of a hired tree service or weed exterminator. Vegetable and other gardens shall be screened so as not to be visible from any other Parcel or any roadway.
- (x) Insurance. All Owners shall maintain insurance with respect to their Parcels and all improvements thereon in amounts and insuring against risks and hazards reasonably calculated to protect the Owner, or in accordance with insurance standards which may from time to time be established by the Board with notice to the Owners.
- (y) Outside Lighting. All exterior lighting installed or maintained on any Parcel shall be placed so that the light source is not visible from a neighboring parcel or roadway. Lights shall be downcast and fully shielded at the lowest wattage practical, and turned off when not needed. Viewing the dark night sky without light pollution is valued aspect of living in the Overlook.
- (z) Further Subdivision and Access. No parcel shall be subdivided or utilized for more than one home site without the prior approval of the Board of Directors. Applications for such approval must comply with the Jefferson County Zoning Resolution as amended. The foregoing shall not be deemed to disfavor lot line adjustments which do not result in an increase in the number of building sites and which are made to accommodate building plans approved by the Design Review Committee. No access to or through the Overlook shall be granted other than as provided for in the recorded Plat.
- (aa) Speed Limit. To maintain the peaceful, calm natural environment of the Overlook and in order to help insure the safety and comfort of residents, children, pets and wildlife, vehicles shall be operated at a safe speed on all roadways in the Overlook and in no case shall said speed exceed twenty (20) miles per hour, slowing when pedestrians are observed. Vehicles shall be driven around the proper sides of islands and enter and exit the gate only on the proper side for safety. Owners are responsible to inform visitors and

service personnel of the importance of slow and quiet vehicle operation. Violations should be noted and license plates given to the Association Secretary to record for repetitive reports and follow up.

- (bb) Alternative Energy No Solar panels or wind generators will be placed on any buildings or parcels in view of the roadways or other parcels. This does not preclude the use of solar roof tiles or other items that are approved by the Design Review Committee.

## ARTICLE VI

### Design Review Committee

Section 1. Membership. The Design Review Committee shall consist of at least three (3) Owners appointed by the Board of Directors of the Association.

Section 2. Review by Committee. No structure or any attachment to an existing structure, whether a residence, an accessory building, a tennis court, a swimming pool, an antenna, exterior lighting facilities, athletic facility, or other similar improvements or attachments, shall be constructed or maintained upon any Parcel and no alteration to the exterior of a structure shall be made and no landscaping which results in a change in the grade of any of the Parcels in relationship to adjoining Parcels shall be performed, unless complete plans and specifications therefore (said materials, color, location of the structure or addition to the structure, plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing, walls, windbreaks, and the grading plan) shall have been submitted to and approved in writing by the Design Review Committee. A copy of such plans and specifications as finally approved shall become the property of the Design Review Committee.

Section 3. Conformance with Plan. The Design Review Committee shall exercise its best judgment, all to the end that all attachments, improvements, construction, landscaping, and alterations to structures on lands within the Overlook conform to and harmonize with existing surroundings and structures. The Committee shall obtain input from all Owners that could be affected by the improvements or alterations, and keep a written copy of their positions. The Board of Directors will be given a copy of the proposed plan and the opinions of the affected neighbors as they come available.

Section 4. Procedures. The Design Review Committee shall approve or disapprove all plans within thirty (30) days after said plans and specifications have been submitted to it.

Section 5. Vote. A majority vote of the Design Review Committee is required to approve a proposed improvement or variance. The decision of the Design Review Committee with the concurrence of the Board of Directors, shall be final. The Design Review Committee shall meet at the request of its Chairman, any two of its members, as often as necessary to transact its business. Applicants for Design Review Committee action will be given an opportunity to be heard in support of their respective applications.

Section 6. Records. The Design Review Committee shall maintain written records of all applications submitted to it and of all actions taken by it thereon, and such records shall be available to Owners for inspection at reasonable hours of the business day.

Section 7. Liability. The Design Review Committee shall not be liable in damage to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regards to any matter within its jurisdiction.

Section 8. Variances. The Design Review Committee may grant, with concurrence of the Board of Directors, reasonable variances or adjustments from any conditions and restrictions imposed by this Article or Article V hereof in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions. Such variances or adjustments shall be granted only case the granting thereof shall not be materially detrimental or injurious to the other property or improvements in the Overlook or surrounding area

Section 9. Applications, Standard of Review and Action by Design Review Committee. Applications for Design Review Committee approval, the standards by which such applications shall be reviewed and the procedures for review shall be controlled by regulations from time to time adopted by the Design Review Committee. A true and correct copy of said regulations shall be maintained at all times by the Chairman of the Design Review Committee, and each Owner shall be entitled to a copy thereof upon written request and payment of the copying costs.

Section 10. Design Responsibility. The Design Review Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

## ARTICLE VII

### Damage To or Destruction of Buildings

- (a) Reconstruction. In the event of damage or destruction by fire or other casualty affecting a building improvement on a Parcel, the Owner or Owners thereof shall, within six (6) months thereafter shall either
  - (1) Diligently commence to rebuild the same in accordance with the terms hereof,  
or
  - (2) Clear and level the affected building from the Parcel, removing all wreckage, debris and remains of the damaged building or buildings therefrom and leaving the affected area of the Parcel in a level, clean condition.
- (b) Revisions. Upon reconstruction, the building shall be rebuilt substantially in accordance with the original plans and specifications therefor; provided, however, that the exterior appearance thereof shall substantially resemble the appearance in form and color prior to such damage and destruction. Notwithstanding the

foregoing, however, the owner of such damaged building may reconstruct or repair the same in accordance with new or changed plans and specifications with the prior written consent of the Design Review Committee.

## ARTICLE VIII

### Easements

In addition to easements otherwise specifically provided for, easements are hereby reserved to the Association and Owners for the installation and maintenance of utilities and drainage facilities which easements shall be ten (10) feet in width along all property lines of Parcels, and fifteen (15) feet in width along all boundaries of all roadways set forth on the Plat, private roadways and easements for right-of-way purposes, said easements to be maintained by the Association for the benefit of all its Members, their families and their invitees. Private driveways maintained by Owners for their use and sole private benefit and that of their families and their invitees, shall not be subject to the easement described herein. The property line easements will be kept clear of unhealthy, leaning and diseased trees and be thinned for fire mitigation between neighbors. The road easement shall be clear of most conifer trees, for the purpose of keeping access for fire equipment, and egress of homeowners in the event of forest fire. Additionally, sun on the roads in winter will decrease dangerous packed snow icing conditions.

## ARTICLE IX

### General Provisions

Section 1. Enforcement. Neighbors should address perceived covenant infractions with direct polite communication with other neighbors. Only if that effort fails should a volunteer member of the Officers be called upon to address the situation. The Association Secretary will keep a record of e-mails sent in connection with covenant infractions. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or any amendments thereto. Mediation or arbitration is the preferred process in all disputes, and should be a precondition to any possible litigation. Refer to the Overlook Dispute Resolution Policy. Failure by the Association, or any Owner, to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Membership Succession. Any person, firm, corporation, or other entity which shall succeed to the title of any Owner through foreclosure of a Deed of Trust or other type of security instrument or through other legal proceedings, shall upon issuance of the official deed to any Parcel, become thereupon a Member of the Association as Owner and shall succeed to the rights, duties, and liabilities of the previous Owner as herein provided. Any other conveyance by an Owner shall pass membership in the Association to the Grantee as herein provided.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of

any Parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended at any time by an instrument signed by the Owners of not less than sixty-six percent (66%) of the Parcels.

Section 4. Annexation. Legal procedures to annex additional residential property may be initiated by the Association with the vote of over 66% of the Membership.

Section 5. Attorneys' Fee. In any action brought by the Association, or any Owner to enforce the provisions hereof, whether legal or equitable, the prevailing party in addition to any other amounts shall be entitled to a reasonable attorneys' fee as fixed by the Court.

Section 6. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

Section 7. Binding Effect. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The provisions hereof shall constitute covenants running with the land, burdening, and benefitting each and every part of the Overlook, and every interest therein. In addition, the provisions hereof shall be enforceable in equity as equitable servitudes upon the land and as covenants in an agreement between Owners.

Section 8. Titles. The titles to Articles or sections contained herein are for informational purposes only and shall not be deemed determinative of the contents of any such Articles or sections.

IN WITNESS WHEREOF, the undersigned has executed this document this 10th day of July, 2019.

By *John C. Lindstrom*

John C. Lindstrom

The Overlook Landowners Association President

(STATE OF COLORADO)

(COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 10th day of July 2019  
by John C. Lindstrom, the Overlook Landowners Association

Witness my hand and official seal.

Cynthia L. Davis  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164032245  
MY COMMISSION EXPIRES 08/22/20

My commission expires: \_\_\_\_\_

*Cynthia Davis*  
\_\_\_\_\_  
Notary Public

Address of Notary:

30770 Stagecoach Blvd.  
Evergreen, Co 80439

EXHIBIT A

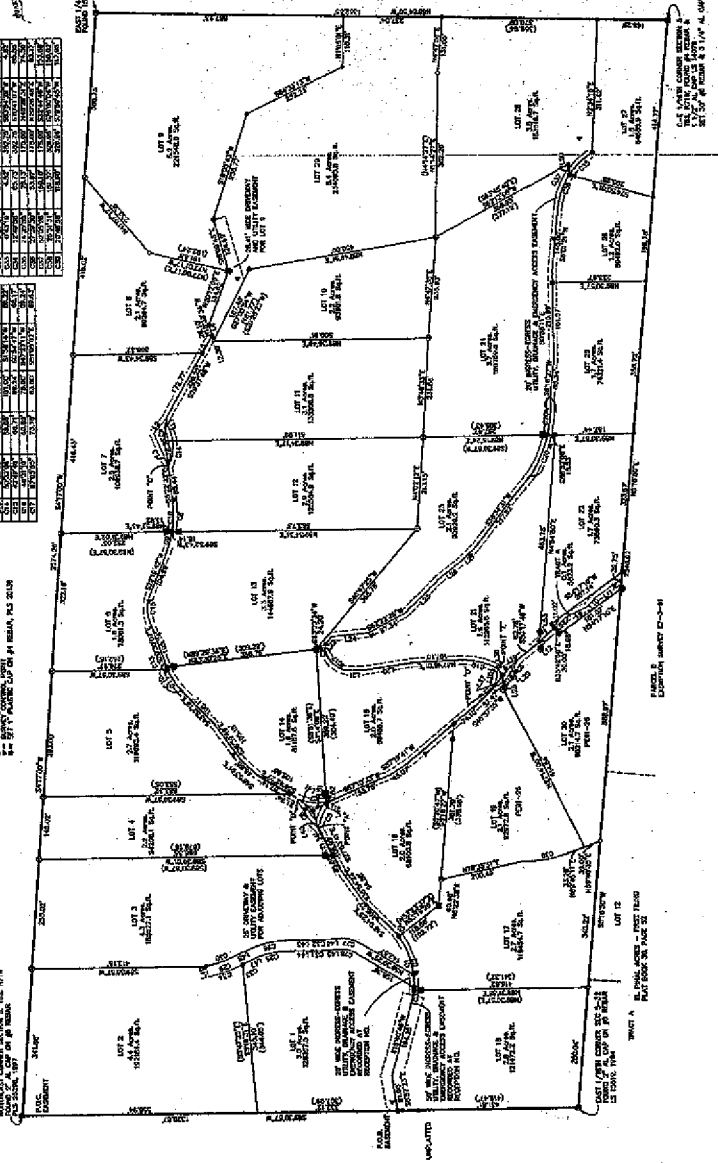
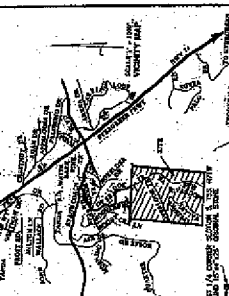
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29 First Subdivision of Palo Verde Park Exemption Survey No. 1 , recorded June 9, 2003 at Reception No. F1772116 at the Clerk and Recorder of the County of Jefferson, State of Colorado, as well as the properties at 3711 and 3731 Overlook Trail annexed into the Overlook Association, recorded September 30, 1987 at Reception Nos. 87121981, 82, 83, 84, 85, & 86; all in the County of Jefferson, State of Colorado, together with all easements and rights of way appurtenant thereto.

84-122 Pg 3 Re # F1772116

**FIRST SUBDIVISION OF PALO VERDE PARK EXEMPTION SURVEY NO. 1**  
 CASE NO. EBO-9-86  
 MAP NO. 212  
 ALSO KNOWN AS THE OVERLOOK LOCATED IN THE NORTHEAST 1/4  
 OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.  
 SHEET 3 OF 3

LOT NO.	ACRES	OWNER	REMARKS
1	0.10	...	...
2	0.10	...	...
3	0.10	...	...
4	0.10	...	...
5	0.10	...	...
6	0.10	...	...
7	0.10	...	...
8	0.10	...	...
9	0.10	...	...
10	0.10	...	...
11	0.10	...	...
12	0.10	...	...
13	0.10	...	...
14	0.10	...	...
15	0.10	...	...
16	0.10	...	...
17	0.10	...	...
18	0.10	...	...
19	0.10	...	...
20	0.10	...	...
21	0.10	...	...
22	0.10	...	...
23	0.10	...	...
24	0.10	...	...
25	0.10	...	...
26	0.10	...	...
27	0.10	...	...
28	0.10	...	...
29	0.10	...	...
30	0.10	...	...
31	0.10	...	...
32	0.10	...	...
33	0.10	...	...
34	0.10	...	...
35	0.10	...	...
36	0.10	...	...
37	0.10	...	...
38	0.10	...	...
39	0.10	...	...
40	0.10	...	...
41	0.10	...	...
42	0.10	...	...
43	0.10	...	...
44	0.10	...	...
45	0.10	...	...
46	0.10	...	...
47	0.10	...	...
48	0.10	...	...
49	0.10	...	...
50	0.10	...	...

LOT NO.	ACRES	OWNER	REMARKS
1	0.10	...	...
2	0.10	...	...
3	0.10	...	...
4	0.10	...	...
5	0.10	...	...
6	0.10	...	...
7	0.10	...	...
8	0.10	...	...
9	0.10	...	...
10	0.10	...	...
11	0.10	...	...
12	0.10	...	...
13	0.10	...	...
14	0.10	...	...
15	0.10	...	...
16	0.10	...	...
17	0.10	...	...
18	0.10	...	...
19	0.10	...	...
20	0.10	...	...
21	0.10	...	...
22	0.10	...	...
23	0.10	...	...
24	0.10	...	...
25	0.10	...	...
26	0.10	...	...
27	0.10	...	...
28	0.10	...	...
29	0.10	...	...
30	0.10	...	...
31	0.10	...	...
32	0.10	...	...
33	0.10	...	...
34	0.10	...	...
35	0.10	...	...
36	0.10	...	...
37	0.10	...	...
38	0.10	...	...
39	0.10	...	...
40	0.10	...	...
41	0.10	...	...
42	0.10	...	...
43	0.10	...	...
44	0.10	...	...
45	0.10	...	...
46	0.10	...	...
47	0.10	...	...
48	0.10	...	...
49	0.10	...	...
50	0.10	...	...



DATE	BY	REVISION
...	...	...
...	...	...

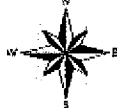


**MAP**  
**51-051,054**

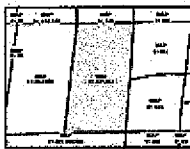


**JEFFERSON**  
COUNTY COLORADO

Ron Sandstrom  
Assessor



0 200 400 600  
Feet  
(Initially plotted at 1 inch = 200 feet on 11.2, 200)



MAP INDEX

21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44
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57	58	59	60	61	62	63	64	65	66	67	68
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105	106	107	108	109	110	111	112	113	114	115	116



**WARNING: FINDER'S**  
This map is for informational purposes only. It is not a legal document. It is not a substitute for a survey. It is not a substitute for a deed. It is not a substitute for a title insurance policy. It is not a substitute for a title search. It is not a substitute for a title opinion. It is not a substitute for a title abstract. It is not a substitute for a title commitment. It is not a substitute for a title report. It is not a substitute for a title certificate. It is not a substitute for a title policy. It is not a substitute for a title insurance policy. It is not a substitute for a title search. It is not a substitute for a title opinion. It is not a substitute for a title abstract. It is not a substitute for a title commitment. It is not a substitute for a title report. It is not a substitute for a title certificate. It is not a substitute for a title policy. It is not a substitute for a title insurance policy.

**DISCLAIMER**  
Caution: This map is for informational purposes only. It is not necessarily accurate by surveying standards. **DO NOT USE FOR LEGAL CONFORMANCE.** Subsequent information with updated information will be published on a continual basis. Therefore, the information contained on this map may be outdated or altered.

**KEY**

- Section Lines
- Tier Bar Lines
- Subdivision Lines
- Quarter Section/Tier Bar Lines
- Ownership Lines
- County Boundaries
- All Other
- Municipal Boundaries
- Right of Way, Water, and Easements (unless without present use)
- Mines and Burial Ground Parcels (Black numbers 50 and 00)

This map was prepared by the Assessor's Office, Jefferson County, Colorado, on 11/11/2014. It is based on the most current information available to the Assessor's Office at the time of preparation. It is not a legal document. It is not a substitute for a survey. It is not a substitute for a deed. It is not a substitute for a title insurance policy. It is not a substitute for a title search. It is not a substitute for a title opinion. It is not a substitute for a title abstract. It is not a substitute for a title commitment. It is not a substitute for a title report. It is not a substitute for a title certificate. It is not a substitute for a title policy. It is not a substitute for a title insurance policy.

The grey parcel (67) to the left (west) of Lot 20 is 4 acres added to Lot 20. The grey parcel (58) left of Lots 22&25 is 3711 Overlook Trail, and (52) left of Lots 26&27 is 3731 Overlook Trail annexed 9/30/87

