

Covenants

DECLARATION OF AMENDED PROTECTIVE COVENANTS
FOR HIDDEN VALLEY SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the HIDDEN VALLEY HOMEOWNERS' ASSOCIATION OF PAONIA, INC. (HVHA), which was duly incorporated on 15 August 2001, in the State of Colorado, the plat of which was duly recorded in the office of the Delta County Clerk and Recorder under Reception No. 496943 on 27 June 1996, hereby amends the Declaration of Protective Covenants filed on 27 June 1996 under Reception No. 496945 pursuant to paragraph 8 of that document as follows:

1. **PROPERTY OWNERS ASSOCIATION.** All owners of lots in this subdivision shall be members of the Hidden Valley Homeowners' Association of Paonia, Inc. (HVHA) and subject to its Articles of Incorporation, By-Laws and Regulations.
2. **LAND USE.** No lot shall be used except for residential purposes. No lot may be further subdivided without complying with Delta County Subdivision Regulations. If two or more contiguous lots are owned by the same owner or owners, they may be combined into one or more larger lot(s) by means of a written instrument, executed and acknowledged by all of the owners of said lots, which instrument shall reflect the approval of the Board of Directors of the Homeowners' Association and shall be recorded in the office of the Clerk and Recorder of Delta County.
3. **DWELLING SIZE.** All improvements shall be constructed in accordance with the provisions set forth under Section 20 below entitled "Permitted Uses".
4. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence.
5. **MOBILE HOMES.** No mobile home may be placed on any lot in the subdivision. Mobile home is defined as a transportable structure which exceeds either eight feet in width or 32 feet in length, is built on a chassis and is designated, when connected to the required utilities, to be used as a year-round dwelling unit with or without permanent foundation.
6. **TRASH REMOVAL.** All trash, garbage and other debris shall be promptly hauled away from the subdivision. No burning of trash, garbage or other debris will be permitted.
7. **UTILITY EASEMENTS.** All roads and all easements as shown on the recorded plat of this subdivision are hereby reserved for the installation and maintenance of utility lines, including but not limited to, electric lines, gas lines, telephone lines and television cable, water and sewer lines, irrigation lines, together with a perpetual right of ingress and egress for installation, maintenance and replacement of such lines.
8. **TERM OF COVENANTS.** At any point more than two years after the date of the filing of these Amended Covenants, the then property owners within the subdivision may, by a majority

vote, make changes in whole or in part to the covenants. Unless changes are made, these covenants shall run with the land and shall be binding upon all parties and all persons claiming under them until the 3rd day of November 2016, at which time said covenants shall automatically be extended for successive periods of five (5) years. Those sections specifically set forth in Paragraph 15, Restrictions on Amendments, may not be changed, deleted or amended without the consent of the Delta County Board of County Commissioners.

9. ENFORCEMENT. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situate in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

10. REMOVAL OF TREES. In order to preserve the natural beauty of the area, no more than forty percent of the existing pine, oak, brush, cedar, pinion, or other evergreen trees on each lot may be removed. This provision does not apply to necessary clearing for the actual construction of a home or to vegetation less than seven feet in height or to diseased and dead trees.

11. DRAINAGE. No lot owner shall obstruct, interfere with, or allow the obstruction or interference with natural drainage of rainwater and each lot owner shall provide a drainage culvert of not less than twelve inches in diameter and a sufficient length to extend one foot on each side of any driveway abutting any street in the subdivision. Nothing herein contained shall be so constructed as to prevent the necessary alteration of natural drainage for the purposes of construction of a dwelling or out-buildings provided any such construction shall include adequate means of handling any such drainage interfered with.

12. FENCING. No fence or hedge shall be erected or maintained on the premises which shall unreasonably restrict or block the view from another lot within the subdivision. All fences shall require the written approval of the HVHA Architectural Committee. No fence or hedge which shall exceed six feet in height shall be erected or maintained without the prior written approval of the HVHA Architectural Committee.

13. MAINTENANCE ASSESSMENTS.

Section A. Creation of Lien and Personal Obligation of Assessment. Each owner of any lot hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Hidden Valley Homeowners' Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided in the By-Laws of the Hidden Valley Homeowners' Association. The annual and special assessments, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the

residents of the properties and in particular for the maintenance of the roads, open space irrigation water, sewer and water system within the Subdivision; and, further, for any other obligation which may be incurred by virtue of agreement.

Section C. Accounting of Assessments. Upon request, the HVHA Treasurer shall furnish an accounting of charges and payments for any specified lot. The accounting will be conclusive evidence of all charges and payments.

Section D. Special Assessments for Capital Investments. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of described capital improvements upon any presently existing easement or one created in the future, including the necessary fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. Any such special assessment shall be payable in full or in equal monthly or quarterly installments together with the regular assessment installment over such a period of time as the Board of Directors may deem in the best interest of the owners.

Section E. Uniform Rate of Assessment. Both annual and special assessments may be fixed at a uniform rate for all lots, subject to the provisions of Paragraph 13.

Section F. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. The HVHA Delinquent Account Policy shall be set by the HVHA Officers and is subject to change as deemed necessary. Compliance with that policy is required of all property owners. The Association may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fee for any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

Section G. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a deed of foreclosure under any mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer, but shall not relieve any owner of personal liability therefor. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

14. DISCRIMINATION. In sale, purchase, use or occupancy of any subdivision lot, no qualification of race, color, creed or sex shall be required, nor shall any person be discriminated against in any manner because of race, color, creed or sex.

15. RESTRICTION ON AMENDMENTS. Notwithstanding anything to the contrary as stated herein the provisions of Paragraph 2, Land Use; Paragraph 3, Dwelling Size; Paragraph 4, Temporary Structures; Paragraph 5, Mobile Homes, Paragraph 20, Section A Permitted Uses, Subsections (i), (ii), (iii), (iv), (v), (vi), (vii), (xii), and Paragraph 24 Turner Ditch Company may not be amended, deleted or changed without the consent of the Delta County Board of County Commissioners.

16. VARIANCE. Where circumstances, such as topography, location of property lines, location of trees and brush, or other matters require, the Board of Directors of the Hidden Valley Homeowners' Association may allow reasonable variances as to any of the covenants contained in this document except as provided in Paragraph 15. Such variances shall be by written instrument.

17. MANDATORY MEMBERSHIP. Membership in the Hidden Valley Homeowners' Association shall be a covenant running with the land, and no property included within these covenants may be withdrawn therefrom. All future conveyances of any property included in these covenants shall be subject to the terms hereof and the Articles of Incorporation and By-Laws of the Hidden Valley Homeowners' Association.

18. APPROVAL OF PLANS BY ARCHITECTURAL COMMITTEE

(i) There is hereby established an Architectural Review Committee consisting of three members. All members shall be appointed by the Board of Directors. If possible, at least one member shall be a person licensed or registered in the State of Colorado as architect, land planner, engineer, or building contractor. If no HVHA homeowner meets said criteria, then for all new construction or major renovations the Officers are authorized to hire a professional for approval of blueprints or other documents. The cost of such professional shall be borne by the property owner. The vote of a majority of the members shall constitute the action of the Architectural Review Committee.

(ii) No improvements shall be constructed, erected, placed, altered, maintained or permitted on any lot or on the Common Properties, nor shall any construction or excavation be commenced or materials, equipment or construction vehicles be placed on any lot, until plans and specifications have been submitted to the Architectural Review Committee. Such plans and specifications must be approved in writing by the Architectural Review Committee. All such materials shall be submitted in writing over the signature of the owner of the lot or the owner's authorized agent. The Architectural Review Committee shall have the right to charge persons submitting such plans. The fee for reviewing each application for approval of plans and specifications shall not exceed \$200.

(iii) Approval shall be based, among other things, upon conformity and harmony of exterior design, colors and materials with neighboring structure, relation of the proposed improvements to the natural topography, grade and finished ground elevation of the structure to that of neighboring structures and natural features of the Property, and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review Committee shall have the right to require and approve landscaping plans. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

(iv) If the Architectural Review Committee fails to approve or disapprove original plans and specifications or revised and resubmitted plans and specifications within twenty days after receipt, it shall be conclusively presumed that said plans and specifications have been approved subject, however, to the restrictions contained in Paragraph 20 hereof. The Architectural Review Committee shall notify the owner in writing upon receipt of all required plans and specifications and the said twenty-day period shall commence on the date of such notification.

(v) The Architectural Review Committee, its successors or assigns, shall not be liable for damages to anyone submitting plans to them for approval, or to any owner of land affected by this declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in

connection with the approval or disapproval or failure to approve any such plans and specifications. Every owner or other person who submits plans to the Architectural Review Committee for approval agrees, by submission of such plans and specifications that she will not bring any action or suit against the Developer, Architectural Review Committee or the Board of Directors of the Association, to recover any such damages. Approval by the Architectural Review Committee or the Developer shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the owner or other person submitting plans to the Architectural Review Committee to comply therewith.

19. ENFORCEMENT

Section A. Abatement and Suit. The conditions, covenants and restrictions herein contained shall run with the land and be binding upon and inure to the benefit of every lot and unit in the Hidden Valley subdivision. Each owner by acquiring an interest in the Hidden Valley subdivision appoints irrevocably the Association as his attorney-in-fact for the purpose of enforcing these covenants; provided, however, that if a lot or unit owner notifies the Association in writing of a claimed violation of restrictions and the Association fails to act within thirty days after receipt of such notification, then, and in that event, only an owner may separately, at his own cost and expense, enforce these covenants, conditions and restrictions as herein provided. Violation of any conditions, covenant, restriction or reservation herein contained shall give the Association the right to enter upon the portion of the property wherein said violation or breach exists and to summarily abate and remove at the expense of the owner any structure, thing or condition that may be or exists thereon contrary to the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin and prevent them doing so, to cause said violation to be remedied or to recover damages for said violation.

Section B. Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an owner, shall be applicable against every such violation and may be exercised by the Association or lot or unit owners pursuant to Section A of this Paragraph 19.

In any legal or equitable proceeding for the enforcement of or to restrain the violation of this declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the court in such proceeding. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

The failure of the Association to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any conditions, covenants, restrictions or reservations, and the Association shall not be liable therefor.

Section C. Certificate of Compliance. Upon payment of a reasonable fee not to exceed \$25.00 and upon written request of any lot or unit owner, mortgagee, prospective owner, lessee or prospective lessee of any property covered by these covenants, the Association shall issue an acknowledged certificate in recordable form setting forth the amounts of any unpaid assessments, if any, and setting forth generally whether or not to the best of the Association's knowledge said owner is in violation of any of the terms and conditions of these covenants. Said written statement shall be conclusive upon Association in favor of the persons who rely thereon

in good faith. Such statement shall be furnished by Association within a reasonable time, but not to exceed ten days from the receipt of written request for such written statement. In the event Association fails to furnish such statement within said ten days, it shall be conclusively presumed that there are no unpaid assessments relating to the property, lot or unit, as to which the request was made and that said lot or unit is in conformance with all the terms and conditions of these covenants.

20. PERMITTED USES.

Section A. Permitted Uses

(i) No noxious or offensive activities shall be carried on at any lot, nor shall anything be done or placed thereon which may be, or become, a nuisance or cause unreasonable embarrassment, disturbance or annoyance to the other owners in the enjoyment of their lots or the Common Properties.

(ii) Such lots, and each and every one thereof, are for single family residential purposes only. No building or structure intended for or adapted to business purposes or multifamily dwelling purposes shall be erected, placed, permitted or maintained on such lots, or any part thereof.

(iii) Rentals are not an absolute right, but a privilege allowed insofar as the landlord complies with all HVHA covenants and rental regulations. Rental regulations are in addition to covenants and do not replace covenants. Failure to do so will result in the privilege of renting revoked according to the rental regulations.

Rental regulations shall be created, maintained and enforced by the "Rental Regulations and Enforcement Committee."

1. Any owner who rents a property for one day or longer will automatically be on the "Rental Regulations and Enforcement Committee." The owner will be on said committee until one year after the last rental day of their property, or the property is sold. Active membership will be required to retain rental rights. Any other member of the HVHA may be on the committee as well.
2. The owner shall be required to provide mailing address, working email and working phone number to the committee. The list of owners who rent shall be maintained in a manner so that any owner in the HVHA may access the information at any time.
3. Names and contact information of all renters shall be available and easily accessible to all HVHA owners. This list should be updated continuously and include short-term renters.
4. Rental regulations are to be created by the "Rental Regulations and Enforcement Committee" and approved by the board. Any revision thereafter must be approved by the board.

5. Enforcement of said regulations, including but not limited to verbal warnings, conflict resolution, warning letters, imposition of fines and revocation of rental rights, shall be conducted by the "Rental Regulations and Enforcement Committee." The committee will designate an "On-Call" member rotation which deals directly with neighbor complaints. The committee will also designate a member which interacts directly with the board. [*]

[] Consideration should be given to mete out the work in an equitable manner. If you are a landlord, you should also be active, not passive, in this committee to retain your rights.*

(iv) No lot shall be used other than for residential purposes and each dwelling constructed on a lot shall contain a minimum of 1,300 square feet of fully enclosed floor area devoted to primary living space (exclusive of roofed or unroofed porches, terraces, garages, unfinished basements, or other structures.)

(v) Each lot is permitted one shed which does not exceed 10' X 18', is visually similar to the dwelling on the lot and complies with all property setbacks.

(vi) All electric, television, telephone, radio or other utility lines shall be placed underground when extended from the lot line to any swelling or other improvement on a lot, and all lots shall have a utility easement ten feet on either side of the front, side and back lines of such lot, for the purposes of constructing, installing, maintaining, repairing and replacing utilities of all kinds, including, water, gas, electric, sewer, telephone, television, radio and other utility lines.

(vii) No exterior horns, whistles, bells or other sound device except security devices used exclusively to protect the security of the dwellings and other improvements located thereon or essential to the function of community services shall be placed or used on any lot or on the Common Properties.

(viii) External lights shall be shielded or hooded and must be located and constructed so that they do not create a nuisance or hazard.

The lighting footprint must project downward and cannot project beyond the property boundaries.

Acceptable exterior lighting may include the following:

- Lighting shall be used only when necessary. No all-night lighting on houses is permitted. Timers and motion detectors are strongly encouraged.
- Concealed Light Source: The light bulb shall not be visible from the sides of the light fixture.
- Floodlights: A canopy-type floodlight cover, of an approved color, that shields the light source is acceptable provided the light is directed straight down.

- Motion Detectors: If lights are to be on the sides or rear of a structure, motion detectors must be used. The automatic light durational setting must not exceed five (5) minutes and the sensitivity to movement must be properly adjusted so as not to create an annoyance or nuisance.
- Default failure: Motion and timed light failure default shall be off, not on.
- Blue light mitigation: The light bulb or illumination shall not exceed 3000 Kelvin. Any fixture that fails to meet the above specifications must be replaced.

At any time, the HOA may evaluate unduly bright lights that create a nuisance to adjacent owners or lighting complaints received.

Safety considerations will be balanced against aesthetic/nuisance considerations in applying these restrictions.

(ix) In no event shall any detached single family dwelling unit or structure on any lot exceed a height of thirty-five feet unless, for good cause shown, such height may be varied or waived by the Architectural Review Committee.

(x) No domestic animals totaling more than three generally recognized house or yard pets shall be maintained on any lot. If an owner chooses to keep house or yard pets, said owner shall at all times have them under his or her control, whether within the owner's lot or in any other location within the Property. Animals shall not be permitted to roam at will, and at the option of the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound animals not under such control and charge substantial fees to their owners for their return. The Association shall have the right to adopt further rules and regulations to enforce this provision.

(xi) No horses or other livestock shall be kept or otherwise maintained within lots.

(xii) If lot owners landscape, plans for which must be reviewed and approved by the Architectural Review Committee, lot owners are encouraged to use indigenous species in such landscaping. Building setback shall be: Front 20'; side 10'; and rear 20'.

(xiii) No lot shall be used or maintained as a dumping ground for rubbish. No garbage or trash or other waste shall be placed anywhere other than in covered sanitary containers which shall be maintained in good and clean condition. Containers shall be made from materials which will minimize noise during handling. No waste shall be burned upon any lot. All garbage and trash collection and disposal shall be in strict compliance with the rules of the Association.

(xiv) No exterior fires shall be permitted except for barbecue fires contained within receptacles designed for that use. No coal or other type of fuel which gives off smoke, except wood and charcoal, shall be used for heating, cooking, or any other purpose within a lot unless approved by the Architectural Review Committee.

(xv) A lot and all improvements thereon shall be maintained at all times by the owner in good condition and repair. The owner shall cause all dwellings and other improvements to be refinished, resurfaced or repaired periodically as effects of damage, deterioration or weather become apparent. Appearance, color, type of painting or stain or other exterior conditions shall not be changed without prior approval of the Architectural Review Committee. All appropriate repairs and replacements shall be made as often as necessary. Unsightly conditions shall constitute a nuisance as defined in these covenants and restrictions.

(xvi) Each lot owner shall maintain the landscaping as approved by the Architectural Review Committee upon his lot in good condition.

(xvii) Property owners shall control weeds on their lots. In particular, the owner of each lot shall be responsible to eliminate and prevent the additional growth of noxious weeds as designated by Delta County Weed Commission. The Association shall be responsible for weed control and eradication of noxious weeds on common property.

Section B. Automobile, Boat and Camper Parking.

(i) There shall be no long-term parking on any street. Long term is defined as more than five (5) days.

(ii) All cars and pickup trucks are to be parked in garages, driveways or designated parking areas on lot.

(iii) Only licensed and operating trucks, trailers, RVs, truck campers, boat and commercial vehicles shall be kept, placed or maintained upon any lot, road, private drive or on the Common Properties. The provisions in this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any dwelling or other improvements. At no time shall more than 3 "items" of any type be stored outside of a garage on any lot. "Items" are defined as vehicles of any type, trailers of any type, boats of any type, equipment of any type.

(iv) Each dwelling shall include at least two completely enclosed parking spaces within the lot. If approved by the Architectural Review Committee, garages may be totally detached from the dwelling and need not be joined by any architectural feature.

(v) No trailer, vehicle or boat shall be constructed, reconstructed, or repaired upon any lot in such a manner that such activity is visible from neighboring lots, Common Properties or roads.

Section C. Signs. No signs whatsoever shall be permitted within any lot, with the exception of those listed below:

(a) Signs required by legal proceedings;

(b) Residential identification signs constructed of materials which are compatible with the architecture of the area, and those shall be subject to the approval of the Architectural Review Committee prior to erection thereof. Such signs shall not exceed a total face area of two square feet.

(c) Signs of the type usually used by contractors, subcontractors and tradesmen may be erected during the authorized time of construction, provided those signs do not exceed a total face area

of six square feet.

(d) For Sale signs may be erected upon a lot, provided that no more than one sign is erected and that such sign does not exceed a total face area of six square feet unless otherwise approved in writing by the Architectural Review Committee.

(e) Political signs not to exceed a total face area of six square feet each can be placed on lots during election years. These signs must be removed within three (3) days after the election.

21. WATER RESTRICTIONS. No lot owner shall be permitted to drill a well intended for the extraction of water from the ground, nor construct a septic or sewage disposal system on any lot. All lots are provided central water and sewer from the Town of Paonia facilities for which water distribution and sewer collection lines are installed. The Town of Paonia will bill the Association for all water and sewer charges and the Association will charge the individual lot owners. Such fees and charges will be increased and decreased as such rates are modified and shall include the necessary administrative charges of the Association. Such charges shall be the personal obligation of the owners of each lot and shall be considered a lien for assessment purposes as set forth in Paragraph 13 of these covenants and restrictions.

22. LIMITATION ON ANNUAL ASSESSMENTS. Annual and special assessments shall be in such amounts as are fixed by the Board of Directors of the Association pursuant to the declaration and shall be without limitation.

23. IRRIGATION AND WATER RIGHTS. The limited amount of irrigation water and water rights to which Hidden Valley is entitled from the Turner Ditch Company consists of three (3) shares of Deep Creek and one and one-half (1-1/2) shares of Beaver Reservoir. The HVHA shall be responsible for the maintenance, administration and delivery of said water.

24. TURNER DITCH COMPANY.

Section A. Neither the Turner Ditch Company nor the HVHA is liable for any injuries or deaths that might accidentally occur in mishaps associated with the Turner Ditch waterway.

Section B. Siphoning water from the Turner Ditch is strictly prohibited. Anyone siphoning water from the Turner Ditch will be subject to a \$1000 penalty for each violation to be imposed by the Homeowner's Association. As certain properties could be subject to basement water seepage from the Turner Ditch, lot owners are advised to have a soil test done before construction.

25. ROAD MAINTENANCE. The roads within Hidden Valley Subdivision are owned and maintained by Delta County. All vehicle use on these roads and streets, including OHVs, are subject to the jurisdiction of Colorado and Delta County laws.

26. OPEN SPACE. The open space areas of Hidden Valley are for the use and benefit of all owners in the Subdivision and the responsibility for their maintenance and improvement shall be the duty of all lot owners. It shall be the duty of the Homeowner's Association to oversee and determine the use and proper maintenance of the open spaces. All costs shall be borne equally by all lot owners.

27. COLORADO COMMON INTEREST OWNERSHIP ACT. The Colorado Common Interest Ownership Act, as set forth in Title 39, Article 33.3.C.R.S., as amended, is hereby incorporated into these Amended Covenants by reference.

28. INVALIDITY OF ANY COVENANT. If any one or more of these covenants is declared to be invalid by any court of competent jurisdiction, such declarations shall not invalidate the remainder of the covenants and they shall remain in full force and effect.

EXECUTED at Paonia, Colorado this 7th day of November 2023.

Signed By: Jennifer McGavin
Jennifer McGavin, President
Hidden Valley Homeowners Association

Signed By: Namaste Reid
Namaste Reid, Secretary
Hidden Valley Homeowners Association