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STATE OF COLORADO

COUNTY OF DENVER

DECLARATION OF COVENANTS AND RESTRICTIONS
RLF KINGSLAND SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made and published this ____ day of _____, ~~2020~~2014, by RLF KINGSLAND PROPERTIES, LLC, a Colorado limited liability company, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of all that land described on the attached Exhibit "A"; and

WHEREAS, the Declarant has subdivided the said Property so as to create 24 individual residential Lots and the Declarant intends to further subdivide some of such Lots to create additional Lots; and

WHEREAS, it is to the best interest, benefit and advantage of the Declarant and to each and every person who shall hereafter purchase any of the Lots, that certain covenants of the Lots and Property be established;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the Lots, and any additional Lots the Declarant may subject to these covenants, the undersigned Declarant does hereby set up, establish and declare the following covenants and restrictions to apply to all of the said Property and to all persons owning any of said lots hereafter.

1. DEFINITIONS

(a) "Association" shall mean and refer to RLF Kingsland Subdivision Homeowners Association, Inc., a Georgia corporation, its successors and assigns.

(b) "Board" and "Board of Directors" shall mean the board of directors of the Association.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the

Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

(d) "Roadways" shall mean the 60' access easements labeled Woods Road (dirt) on the plat referenced in the attached Exhibit "A" and the easement running along the easterly line of Lots 16, 17, 18, 22, and 24 as shown on such plat, running from Georgia Highway No. 40 to Colerain Road.

(e) "Lot" shall mean and refer to any plot of land shown any recorded subdivision plat of the Property, but for the purpose of assessments, those portions of Lots 1, 3, and 16 which are subsequently subdivided and are allowed to have driveways fronting on Colerain Road shall not be included. Declarant shall have the right to further subdivide such Lots by recording subsequent subdivision plats showing any or all of the Property. All other provisions of this document shall apply to such Lots.

(f) "Declarant" shall mean and refer to RLF Kingsland Properties, LLC, a Colorado limited liability company, so long as it is the owner of any Lot, and thereafter, its designated successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

(g) "Property" shall mean the land referred to in Exhibit "A" together with any other property annexed and thereto under the provisions of this declaration.

2. USE OF LOTS

The premises may be used only for single-family residences and the attendant amenities. One Lot, as shown on the referenced plat or any subsequent plat recorded by Declarant, shall be the minimum building area upon which family residences may be constructed, although more than one Lot may be utilized as a single building plot. It is the intention of Declarant to further subdivide some Lots by the subsequent recordation of a plat or plats.

3. TEMPORARY STRUCTURES PROHIBITED

No mobile home, tent, modular metal home, trailer or temporary building of any kind shall be placed on any Lot, either temporarily or permanently, except for the use of a temporary construction shed or trailer during the period of actual construction of any structure on the Lot. Nothing in this paragraph shall be construed to prevent the erection or location of storage sheds, barns, or other permanent covered structures that are not used as a primary residence.

4. SIGNS

No sign of any character shall be displayed or placed upon any Lot except "for rent" or "for sale" signs, referring only to the premises on which displayed and not to exceed six square feet in size and one sign to a Lot.

5. COMMERCIAL LIVESTOCK

No commercial livestock or poultry shall be kept or maintained on any of the Property.

6. CLEANLINESS AND NOISE

No clotheslines or drying yards shall be erected or maintained on any of the Property at any time. Garbage receptacles shall be within hidden service courts, in complete conformity with sanitary rules and regulations. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any portion of the Property. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Owner's Lot. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall any act be done thereon which creates an annoyance or nuisance to the remaining Owners of the other Lots, including noise from animals or other sources.

7. MAINTENANCE

All of the individual Lots and improvements located on each Lot shall be maintained in a structurally sound condition by the respective owners.

8. EASEMENTS

There is hereby granted a blanket easement upon, across, over and that portion of the Property shown as easements or referenced on any recorded subdivision plat of the Property.

9. OWNERS' EASEMENTS OF ENJOYMENT

Every Owner shall have a right and easement of enjoyment in and to the Roadways 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 charge reasonable assessments for the maintenance of the Roadways, as set forth below;
- (b) the right of the Association to suspend the voting rights and right to use of the Roadways by an Owner for any period during which any assessment against such Owner's Lot remains unpaid;
- (c) the right of the Declarant or the Association to dedicate or transfer all or any part of the Roadways to any public agency, authority, or utility for such purposes.

10. DELEGATION OF USE

Any Owner may delegate, in accordance with the bylaws of the Association, such Owner's right of enjoyment to the Roadways and facilities to the members of such Owner's family, tenants, or contract purchasers who reside on the Property.

11. MEMBERSHIP AND VOTING RIGHTS

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. All Owners shall be entitled to one vote for each Lot owned, except for Declarant, which shall be entitled to the number of votes to which all Owners are entitled, plus one vote.

When more than one person holds an interest in any Lot, all such persons shall be members of the Association. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot except for the votes cast by the Declarant.

12. COVENANT FOR MAINTENANCE ASSESSMENT

(a) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot 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 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 assessments, together with interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, 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. The personal obligation for delinquent assessments shall not pass to such person's successors in title, provided such successors in title obtain a written statement from the secretary or any other officer of the Association that the assessments for such Lot are current as of the date of transfer of title.

(b) Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Roadways and any entryway or gate established on the Roadways by the Declarant or the Association.

(c) Maximum Annual Assessments. The maximum initial annual assessment shall be \$250.00 per Lot. Such assessment shall not be charged to those portions of Lots 1, 3, and 16 which are subsequently subdivided by the Declarant and, which have frontage on Colerain Road and the right to access such road directly, or to the Declarant; provided, however, that Declarant shall reimburse the Association for any shortfall in assessments necessary to maintain the Roadways so long as Declarant owns at least one Lot. The maximum yearly assessment may be increased by the Association each year not more than 20% above the maximum yearly assessment for the previous year without a vote of the membership. The maximum yearly assessment may be increased above 20% by a vote of a majority of the Members who are voting in person or by proxy, at a meeting duly called for such purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and may provide for quarterly or semiannual payments of such assessments.

(d) Notice and Quorum for any Action Authorized Under Paragraph (c). Written notice of any meeting called for the purpose of taking any action authorized under paragraph (c) above shall be sent to all members not less than 30 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 50% of all the authorized votes 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. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

(e) Uniform Rate of Assessment. Assessments must be fixed at a uniform rate for all Lots except as provided in paragraph (c) above.

(f) Date of Commencement of Annual Assessments: Due Dates. The assessments provided for herein shall commence on the first day of the month following the conveyance on the first Lot by the Declarant; assessments for each Lot sold by Declarant shall be prorated for that portion of the year that the respective Lot will be owned by a new Owner. Until such date of commencement, the Declarant will be totally responsible for the maintenance of the Roadways. The Board of Directors shall fix the amount of the annual assessment against each Lot for subsequent calendar years not later than December 1 of each year. Written notice of changes in the assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(g) Effect of Nonpayment of Assessments; Remedies of the Association. All assessments shall be promptly paid when they become due and in the event of the Owner's failure to pay promptly when due, such failure shall constitute a lien upon the individual Lot and may be enforced in the same manner as liens are enforced under the Georgia Property Owners' Association Act, O.C.G.A. §§44-3-20 et seq, as amended. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Roadways or abandonment of his Lot.

(h) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed to secure debt. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

13. DURATION; TERMINATION; AMENDMENT

The provisions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant, or any Owner of any Lot subject to this Declaration, their respective heirs, legal representatives, successors and assigns, until 20 years from the date hereof. This Declaration shall be automatically renewed and extended beyond said period for successive additional 20-year periods unless, within two years prior to the expiration of the initial 20-year period or any such subsequent period, at least 51% of the persons owning Lots shall execute and record in the office of

the Clerk of Superior Court of Camden County, Georgia, a document pursuant to O.C.G.A. §44-5-60 terminating this Declaration.

This Declaration may be extended, amended, cancelled, or annulled at any time by the Declarant, so long as the Declarant is the owner of at least one Lot in the Property. Thereafter, this Declaration may be extended, amended, cancelled, or annulled at any time by the Owners of 70% of the Lots of the Property. No such amendment, extension, cancellation, or annulment shall be effective unless there is filed for record in the Office of the Clerk of the Superior Court of Camden County, Georgia, an instrument executed by Declarant or such Owners, whichever is appropriate under this paragraph, which shall state the terms of such action.

14. ENFORCEMENT

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action to enforce any covenant or restriction therein, the prevailing party shall be entitled to recover attorney's fees and costs against the other party.

15. SEVERABILITY

Should any covenant, restriction, or provision contained herein be declared void, invalid, illegal, or unenforceable by any court having jurisdiction over the subject matter hereof, such judgment shall in no way affect the other provisions hereof, which are hereby to be severable and which shall remain in full force and effect.

16. JURISDICTION

These covenants and restrictions shall be governed by the laws of the State of Georgia, and each Owner agrees to submit to the jurisdiction of the Camden County Superior Court as to any claim or controversy that might arise hereunder.

IN WITNESS WHEREOF, the Declarant has hereunto set the hand and affixed seal of its duly authorized agent on the year and day first above written.

RLF Kingsland Properties, LLC, a
Colorado limited liability company
By: RLF Golden Isles, LLC, a
Colorado limited liability company, its
Manager

BY: _____(SEAL)
Its authorized agent

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

EXHIBIT "A" - PROPERTY

All that lot, tract, or parcel of land lying and being in the 1606th G.M. District, Camden County, Georgia, more particularly described as follows:

All of the RLF Kingsland Subdivision, as more fully and accurately shown and described on that certain plat of survey by Matthew M. Jordan, Georgia Registered Land Surveyor No. 3011, dated August 22, 2013, recorded in Plat Drawer *26, Folio Nos. *29, 30, 31, and 32, Camden County, Georgia, records. [**will change**]