

ARTICLE VIII

GENERAL PROVISIONS

Section 1. **Duration.** 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 land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 30 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years provided that these Declarations may be amended at any time and from time to time in whole or in part by the affirmative vote in person or by proxy of two-thirds of the members entitled to vote at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Any amendment to the Declarations shall become effective only when a document setting forth the amendment is recorded with the Grand County Clerk and Recorder with certification by appropriate officers of the Association that the amendment was duly adopted. For purposes of meeting the two-thirds requirement, when Living Units are accounted the Lot or Lots upon which such Living Units are situated shall not be counted.

Section 2. **Notices.** Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. **Assignment by Subdivider.** The Subdivider by appropriate instrument may assign or convey to any person, organization, or corporation any or all of the rights, reservations, and privileges herein reserved by the Subdivider, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, and privileges or any one or more of them at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

Section 5. **Zoning resolutions,** rules and regulations are considered to be a part hereof, and to any extent that these covenants might establish minimum requirements which are less than minimum requirements established by said Zoning Resolutions, rules and regulations, the latter shall prevail. If any provision of these protective covenants would require or constitute a violation of any present or future zoning laws, ordinances or regulations, such zoning laws, ordinances, or regulations shall be controlling with respect to the provision in question.

Section 6. **Section and Paragraph Headings.** The section and paragraph headings are inserted only as a matter of convenience and for reference and are not to be construed as limiting the meaning of the section or paragraph or used in the interpretation of the section or any part thereof.

Section 7. **Gender.** The use of any gender shall be applicable to all genders.

Section 8. **Severability.** Invalidation of any one of these reservations, restrictions, or covenants by judgment or court order shall in no way affect any of the other provisions of this Declaration of Covenants and Regulations; but all of the remaining reservations, covenants and restrictions shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, the foregoing instrument has been executed and its corporate seal thereunto affixed, in the date and year first above written by the officers of the undersigned thereunto duly authorized.

SUNSET RIDGE PROPERTY OWNERS ASSOCIATION, INC.

By

President

ATTEST:

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Secretary