

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR SANVEN ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SANVEN ESTATES (the "Declaration") is made and entered into to be effective as of the ____ day of _____, 2023, by **Namburu Real Estate Company, LLC**, a Texas limited liability company; **Muralidhar Gadela and Padma Gadela AB Living Trust**; and **Chavaas Holdings LLC**, a Colorado limited liability company ("Declarant") upon the following terms and conditions:

RECITALS

WHEREAS, Declarant is the owner certain tracts or parcels of land situated in Elbert County, State of Colorado, containing approximately four hundred (400) acres, and known as "SanVen Estates" being a subdivision comprised of individual parcels, private roads and related amenities, as shown in **Exhibit A** and more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference, as maybe supplemented, amended, and expanded from time to time (the "Property"); and

WHEREAS, Declarant desires to create a system of covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges to protect and enhance the quality, value, aesthetics, desirability, and attractiveness of the Property and Improvements to be developed thereon, which shall be known as SanVen Estates (the "Development"); and

WHEREAS, The covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, and other charges set forth herein are in addition to the laws of any and all applicable governmental entities with jurisdiction over the Property, including but not limited to the Elbert County, Colorado; and

WHEREAS, Declarant desires that the Property be improved, held, used, sold, occupied, leased, sold, and/or conveyed subject to this Declaration; and

WHEREAS, This Declaration shall run with the land and be binding on and inure to the benefit of all parties having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-kind, and assigns; and

WHEREAS, This Declaration shall also define certain duties, powers, and rights of the Owners, Declarant; and

WHEREAS, this Declaration does not create a Common Interest Community, as defined by the Colorado Common Interest Ownership Act at C.R.S. §38-33.3-103(8), as amended; therefore, this Declaration and its Covenants shall not be governed by the Colorado Common Interest Ownership Act or any provisions thereof.

NOW, THEREFORE, in addition to the foregoing, the Declarant for itself, its successors and assigns, and for and on behalf of all existing Owners, hereby declares that the Property and any future parcel(s) which is annexed to this Declaration in the manner provided for herein shall, from the date it so becomes annexed be owned, held, transferred, conveyed, sold, leased, rented, encumbered, used, occupied, maintained, altered and improved subject to the following covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, charges and other provisions set forth above and herein, as the same may be amended and/or supplemented from time to time.

ARTICLE 1 GENERAL

1.1. General Purpose of Declaration. Declarant desires to further a common and general plan for development of the Property and to protect and enhance the quality, value and desirability of all such Property. Declarant intends to develop the Property as a high quality, planned community of single-family residential homes and related uses. Because ownership of a Lot does not obligate the owner to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in this Declaration, the Property is not and will not be a “common interest community”, as defined in the Colorado Common Interest Ownership Act (“Act”), and therefore the Property and this Declaration are not subject to or required to comply with the Act. Declarant hereby confirms their intention and agreement that the Act will not apply to the Property or this Declaration.

1.2. Declaration. Declarant, for themselves, their successors and assigns, hereby declare that the Property, and all property that becomes subject to this Declaration in the manner hereinafter provided from the date the same becomes subject to this Declaration, shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon and inure to the mutual benefit of: (a) the Property and all property that becomes part of the Property; (b) Declarant and their successors and assigns; (c) all Persons having or acquiring any right, title or interest in the Property or in any property that becomes part of the Property, or any Improvement thereon, and their heirs, personal representatives, successors or assigns. This Declaration shall be Recorded in Elbert County, Colorado where the Property is located.

ARTICLE 2 DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

2.1. Annexable Area or Annexed Property. “Annexable Area” or “Annexed Property” means any future parcel(s) or portion thereof, which is annexed to this Declaration by means of a Supplemental Declaration, plus such additional real estate from such locations as the Declarant

may elect in its sole discretion. Unless and until the Annexable Area or any portion thereof is annexed to this Declaration, neither the Annexable Area nor any portion thereof shall be subject to this Declaration or any provision hereof except the right of annexation by the Declarant that is provided within this Declaration.

2.2. Declarant. "Declarant" means **Namburu Real Estate Company, LLC**, a Texas limited liability company; **Muralidhar Gadela and Padma Gadela AB Living Trust**; and **Chavaas Holdings LLC**, a Colorado limited liability company, and their affiliates, successors and assigns, and any other Person(s) acting in concert, to whom the Declarant may, at any time from time to time, assign one or more of the Declarant's rights (which shall be the extent of the Declarant's rights to which such assignee succeeds).

2.3. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements of SanVen Estates and any other recorded instruments, including any supplements and amendments to those instruments and also including, but not limited to, plats and maps.

2.4. Development Rights. "Development Rights" means the following rights or combination of rights hereby reserved by the Declarant, as provided in this Declaration:

- a. add real estate to this Development;
- b. create Lots;
- c. replat Lots/Tracts;
- d. withdrawal real estate from this Development; and
- e. construct water pipelines, water wells, and/or any other infrastructure, including water loadouts for filling trucks, necessary to allow Declarant to beneficially use, market, sell, convey, and transport the water and water rights owned by Declarant.

Subject to the approval of all governmental entities with jurisdiction there over, the Declarant may exercise its Development Rights in all or any portion of the Development, and no assurances are made as to the boundaries or order of exercise of any Development Rights. The Declarant's rights to exercise Development Rights shall terminate automatically as provided in this Declaration (Special Declarant Rights).

2.15. Improvement. "Improvement" shall mean all structures and improvements located upon or made to a Lot and any appurtenances thereto of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, walkways, outdoor sculptures or art work, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles (including flag poles), signs, exterior tanks, solar equipment, exterior air conditioning and water softener fixtures, antennas, satellite dishes and other communications devices and equipment.

2.16. Lot. “Lot” shall mean any of the eleven (11) lots described on **Exhibit A** and any additional lots that may be added to SanVen Estates in the future pursuant to annexation procedures described herein.

2.17. Owner. “Owner” shall mean the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

2.18. Period of Declarant Control. “Period of Declarant Control” means that period of time in which the Declarant is entitled to enforce, amend, revise and/or supplement this Declaration. The Period of Declarant control will continue to run from the date of recording of this Declaration and will end with the first to occur of the following: (i) twenty (20) years after initial recording of this Declaration in Elbert County, Colorado or (ii) two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business.

2.19. Special Declarant Rights. “Special Declarant Rights” means the following rights, which rights are hereby reserved for the benefit of the Declarant, and which rights may be further described in this Declaration: to build and complete Improvements in the Development; to exercise any Development Right; to maintain sales offices, construction offices, management offices, model homes and signs advertising the Development and sale of Lots; to make the Development subject to a master Declarant; to merge or consolidate a common interest Development of the same form of ownership; or to appoint or remove any officer of the Declarant or any Board of Directors member during any Period of Declarant Control. All of the Special Declarant Rights may be exercised by the Declarant with respect to any portion of the Property now or hereafter within the Development. Declarant may exercise any or all of these Special Declarant Rights at any time and from time to time. Such rights shall terminate automatically at such time as the Declarant no longer owns any portion of the Property described herein.

2.20. Supplemental Declaration. “Supplemental Declaration” shall mean a declaration or covenants recorded by Declarant, with respect to any future parcel, or portion thereof, which annexes such parcel to the terms of this Declaration. A Supplemental Declaration may establish additional Covenants, Conditions, Restrictions and Easements applicable to such portion of real property, may contain exceptions, deletions or modifications from the covenants, conditions, restrictions, and easements contained herein applicable to such portion of real property. Any recorded document which establishes or creates a declaration or covenant shall be deemed to be a Supplemental Declaration for the purposes of this Declaration, whether or not it is labeled or identified as such can mean a written instrument containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof, which may be Recorded against any portion of the Annexable Property in accordance with Section 4 of this Declaration.

ARTICLE 3
GENERAL RESTRICTIONS APPLICABLE TO PROPERTY

All real property within Development shall be held, used and enjoyed subject to the following limitations and restrictions and subject to the rights and reservations of Declarant set forth in this Declaration. The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by Declarant if such strict application would be unreasonably or unduly harsh under the circumstances.

3.1. Maintenance of the Property. No Lot shall be permitted to fall into disrepair shall be kept and maintained in a clean, attractive and sightly condition. The maintenance, repair and upkeep of each Lot, and the Improvements located thereon, shall be the responsibility of the Owner of that Lot.

3.2. Property Uses. All Lots shall be used for private residential purposes and for such other purposes as are specified in the ELBERT COUNTY ZONING REGULATIONS. However, Declarant may use any Lot owned by Declarant for the construction of water wells including any pipelines or other infrastructure such as a water load out for filling trucks so as to permit Declarant to beneficially use, market, sell, convey, and transport the water and water rights owned by Declarant.

3.3. Construction Type. All construction on any Lot shall be new construction. It is strictly prohibited for any new or used modular home, new or used mobile homes, new or used HUD code homes, new or used UBC homes, new or used factory-built homes, or new or used prefabricated home to be brought on, installed, or assembled on any Lot. An Owner may temporarily use a camper, mobile home, or recreation vehicle as a primary residence on a Lot during the construction of a home on the Lot for no more than 365 days or such shorter time period as may be dictated by ELBERT COUNTY ZONING REGULATIONS.

3.4. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance or annoyance to others. No sound or odor shall be emitted from a Lot which is noxious or unreasonably offensive to others. No activity shall be conducted on, and no Improvement shall be constructed on, the Property which is or might be unsafe or hazardous to any Person or property.

3.5. Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub, tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure, except that any container containing such materials may be placed outside at such times as may be necessary to permit garbage or trash pick-up provided that such containers are covered with appropriate lids.

3.6. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except animals allowed under the ELBERT COUNTY ZONING REGULATIONS. Each

Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet.

3.7. Restriction on Antennae, Pipes, Utility Lines and Transmitters. Pipes for water, gas, sewer, drainage or other purposes, all wires, poles, aerials, antennae, satellite dishes and other facilities for the transmission or reception of audio or visual signals or electricity, and all utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.

3.8. Restrictions on Mining or Drilling. With the exception of construction of a domestic well to be only used for ordinary household uses in a residential dwelling and for irrigation and the provisions herein concerning Declarant's rights to drill water wells, no property within a lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel, earth or water. Declarant explicitly reserves the right to construct water wells on any Lot owned by Declarant for the purpose of withdrawing groundwater owned by Declarant for any and all beneficial uses. Nothing in the Declaration shall limit Declarant's right to withdraw, transport, market, convey, and beneficially use groundwater or other water rights owned by Declarant.

3.9. Compliance with Laws. Nothing shall be done or kept on the Property in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Property.

3.10. Storage. No building materials shall be stored on any Lot except temporarily during continuous construction of an Improvement.

3.11. Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on within the Property except within a completely enclosed structure which screens the sight and sound of such activity from the street and from other Lots.

3.12. Owner's Right to Lease Lot. Each Owner of a Lot shall have the right to lease that Owner's Lot provided that: (a) all leases shall be in writing; (b) all leases shall be for a Lot with a completed residence thereon; and (c) all leases shall provide that the terms of the lease and the lessee's occupancy of the Lot shall be subject to this Declaration and that any failure by the lessee to comply with this Declaration in any respect shall be a default under such lease.

3.13. ELBERT COUNTY ZONING REGULATIONS. All restrictions on and criteria for land use in the Property set forth in the ELBERT COUNTY ZONING REGULATIONS are specifically incorporated herein by this reference and shall constitute restrictions and criteria enforceable pursuant to this Declaration.

3.14. Minimum Residence Size. All residences shall contain a first-floor minimum livable area of 2,500 square feet above ground, regardless of whether the residence is with or without basement. All square footage requirements shall be exclusive of open porches, pergolas or attached garages.

ARTICLE 4
DECLARANT'S RIGHTS AND RESERVATIONS

4.1. Period of Declarant's Rights and Reservations. Declarant shall have, retain, and reserve certain rights as hereinafter set forth in this Article 4 from the date hereof until the later of (1) January 1, 2040 or (2) the date on which Declarant has sold and conveyed all Lots within the Property to Persons other than Declarant and a certificate of occupancy has been issued for the residence constructed on each of those Lots. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each deed or other instrument by which any Lot within the Property is conveyed by Declarant. The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent (as to Declarant) be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant reserves the right to exercise the rights reserved by Declarant herein with respect to all or any portion of the Property owned by Declarant in such a manner as Declarant deems fit in its sole and absolute discretion. Declarant makes no assurances that Declarant will exercise the rights reserved by Declarant herein.

4.2. Right to Construct Additional Improvements on Lots Owned by Declarant. Declarant shall have and hereby reserve the right, but not the obligation, to construct additional Improvements on Lots owned by Declarant at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Owners.

4.3. Declarant's Rights to Use Lots in the Development, Promotion and Marketing. Declarant shall have and hereby reserves the right to use Lots owned by Declarant in connection with the development, promotion and marketing of the Property. Without limiting the generality of the foregoing, Declarant may (a) erect and maintain on any part of the Lots owned by Declarant such signs, temporary buildings and other structures as Declarant may deem reasonably necessary or proper in connection with the promotion, development and marketing of real property within the Property.

4.4. Declarant's Right to Complete Development of Property. No provision of this Declaration shall be construed to prevent or limit Declarant's rights to (i) complete the development of property within the boundaries of the Development; (ii) construct or alter Improvements on any property owned by Declarant, including temporary buildings; (iii) maintain model homes, temporary buildings or offices for construction or sales purposes, or similar facilities on any property owned by Declarant; (iv) to annex additional property into the Development or (v) post signs incidental to the development, construction, promotion, marketing or sales of property. Nothing in this Declaration shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

4.5. Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserve the right to grant or create temporary or permanent easements for access, utilities, drainage, water (or such other easements as may be necessary to complete the development of the Property) in, on, under, over and across Lots owned by Declarant, respectively, for any purpose incident to the development and sale of Lots.

4.6. Declarant's Rights to Withdraw and Transport Water. Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements for the purpose of withdrawing and conveying water owned by Declarant, in, on, under, over and across Lots owned by Declarant for the purpose of withdrawing and transporting water owned by Declarant. Such easements may be used for the purpose of constructing water pipelines and for the operation and maintenance of said pipelines and ingress and egress thereto. Nothing in the Declaration shall limit Declarant's right to withdraw, transport, market, convey, and beneficially use groundwater or other water rights owned by Declarant.

4.7. Combination and/or Resubdivision of Lots. Declarant has and hereby reserves the right to combine and/or resubdivide the space within any Lot or Lots located within the to create additional or differently configured Lots.

4.8. Expansion of Permitted Property Uses. Notwithstanding anything to the contrary contained herein, Declarant reserves the right to expand the permitted uses for Lots as provided in Article 3 hereof provided that such uses: (a) are consistent with Declarant's overall development plan for the Property; (b) are in accordance with County and other applicable governmental rules, regulations, requirements, and approvals; and (c) are consistent with any private covenants that may affect the applicable Lots.

4.9. Annexation of Additional Properties. Declarant hereby reserves the right to annex additional real property to the Property in accordance with the following terms and provisions:

a) Right to Annex Additional Property and to Create Lots. Declarant shall have and hereby reserve the right, for themselves, to annex all or any part of the Annexable Property to the Property. In accordance with the foregoing, each Owner of a Lot grants to Declarant the right to annex all or any part of the Annexable Property to the Property in accordance with the provisions of this Declaration. Declarant makes no assurances that all or any portion of the Annexable Property will be annexed and Declarant reserve the right to annex all or any portion of the Annexable Property in such order, at such times, and in such a manner as Declarant deems fit in its sole and absolute discretion.

b) Annexation Procedure. The annexation of additional real property to the Property by Declarant or shall be effectuated by the filing of record with the Clerk and Recorder of the County of a Supplemental Declaration containing a legal description of the real property to be annexed. The Supplemental Declaration shall incorporate the Covenants, Conditions, Restrictions and Easements set forth herein and contain such additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and provisions on the annexed property as deemed appropriate in Declarant's sole discretion. Declarant shall have the right to reserve in a Supplemental Declaration any and all development rights deemed necessary or appropriate to complete the development of the property being annexed, including but not limited to any or all of the development rights reserved by Declarant in this Declaration.

c) Effect of Expansion. Upon recordation of a Supplemental Declaration, the property described therein shall be subject to all covenants, conditions, restrictions, limitations,

reservations, exceptions, equitable servitudes, and other provisions set forth in this Declaration. In the event any real property is annexed to the Property as provided herein, the definitions used in this Declaration shall automatically be expanded to encompass and refer to the Property as expanded. Accordingly, the term Property shall mean the real property described herein plus all additional real property annexed thereto pursuant to a Supplemental Declaration. The term “Lots” shall include those areas described as such herein as well as those areas so designated within any Supplemental Declaration. References to this Declaration shall mean this Declaration as so supplemented by any Supplemental Declaration.

ARTICLE 5 DUTIES AND POWERS OF DECLARANT

5.1. Power to Enforce Declaration. Declarant shall have the power, but not an obligation, to enforce the provisions of this Declaration and may take such action as Declarant deems necessary or desirable to cause such compliance by each Owner and each Person claiming by, through or under such Owner. Without limiting the generality of the foregoing, Declarant shall have the power to enforce the provisions of this Declaration by any one or more of the following means: (a) by entry upon any Lot within the Property, without liability to the Owner thereof, and upon reasonable notice to said Owner, for the purpose of enforcement or causing compliance with this Declaration or the Rules or Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration, by mandatory injunction or otherwise; and (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration.

ARTICLE 6 MISCELLANEOUS

6.1. Term of Declaration. Unless amended as herein provided, each provision contained in this Declaration shall continue and remain in full force and effect until January 1, 2040, and thereafter shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Owners of at least seventy- five percent (75%) of the Lots then subject to this Declaration, with each Owner of a Lot being entitled to one (1) vote for each Lot owned. In the event this Declaration is terminated, the termination of this Declaration shall be evidenced by a termination agreement (“Termination Agreement”), or ratification thereof, executed by the requisite number of Owners. The Termination Agreement shall specify a date after which the Termination Agreement will be void unless recorded before such date. The Termination Agreement shall be recorded, and the termination of this Declaration shall be effective upon such recording.

6.2. Amendment of Declaration by Owners. Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment by Owners of at least seventy-five percent (75%) of the Lots then subject to this Declaration, with each Owner of a Lot being entitled to one (1) vote for each Lot owned. The approval of any such amendment or repeal shall be evidenced by a certification executed by the

requisite number of Owners. The amendment shall be effective upon the recordation of a document setting forth the amendment in full and certifying that the amendment or repeal has been approved by the Owners. Any amendment to the Declaration made hereunder shall be effective only when Recorded.

6.3. Notices. Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, telephone, telecopier or telegraph.

6.4. Persons Entitled to Enforce Declaration. Declarant and any Owner shall have the right, but not the obligation, to enforce any or all of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Declaration against any Lot within the Property and the Owner thereof including, but not limited to, the right to bring an action for damages as well as an action to enjoin any violation of any provision of this Declaration.

6.5. Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Persons entitled to enforce the provisions of this Declaration.

6.6. Violations of Law. Any violation of any federal, state, municipal or local law, ordinance, rule, or regulation pertaining to the ownership, occupation or use of any property within the Development is hereby declared to be a violation of this Declaration and shall be subject to any and all enforcement procedures set forth in this Declaration.

6.7. Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorneys' fees.

6.8. Limitation on Liability. Declarant, and any agent or employee of any of the same shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

6.9. Governing Law. This Declaration shall be construed and governed under the laws of the State of Colorado.

6.10. Severability. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability or partial validity or partial enforceability of the provisions or portion thereof shall not affect the validity or enforceability of any other provision.

6.11. Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter genders shall each include the masculine, feminine and neuter genders.

6.12. Captions for Convenience. The titles, headings and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration.

6.13. Exhibits Incorporated. All Exhibits to this Declaration are incorporated herein and made a part hereof as if fully set forth herein.

6.14. DISCLAIMER REGARDING SAFETY. DECLARANT HEREBY DISCLAIMS ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE DEVELOPMENT. ANY OWNER OF PROPERTY WITHIN THE DEVELOPMENT ACKNOWLEDGES THAT DECLARANT, AS AN OWNER AND AS DECLARANT, IS ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN AND IS NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY.

6.15. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN GIVEN OR MADE BY DECLARANT OR THEIR AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE DEVELOPMENT, OR ANY IMPROVEMENT THEREON, OR THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, UNLESS AND EXCEPT AS SHALL BE SPECIFICALLY SET FORTH IN WRITING IN A SEPARATE DOCUMENT.

6.16. Consent by Declarant. By execution hereof below, Declarant acknowledges and agrees to accept all of the rights, duties, powers and responsibilities assigned or delegated to Declarant in this Declaration.

[SIGNATURES ON FOLLOWING PAGE]

NAMBURU REAL ESTATE COMPANY,
LLC

MURALIDHAR GADELA AND PADMA
GADELA AB LIVING TRUST

Venkat Eswara-Rao Namburu, President of
Namburu Management LLC, a Texas limited
liability company, General Partner of Namburu
Partners, LP, a Texas limited partnership
Member.

Murali Gadela, Trustee

Padma Gadela, Trustee

CHAVAAS HOLDINGS, LLC

Sankarrao Chava, Managing Member

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by
Venkat Eswara-Rao Namburu, President of Namburu Management LLC, a Texas limited
liability company, General Partner of Namburu Partners, LP, a Texas limited partnership
Member of NAMBURU REAL ESTATE COMPANY, LLC, a Texas limited liability company.

WITNESS my hand and official seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Murali Gadela, as Trustee of MURALIDHAR GADELA AND PADMA GADELA AB LIVING TRUST.

WITNESS my hand and official seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Padma Gadela, as Trustee of MURALIDHAR GADELA AND PADMA GADELA AB LIVING TRUST.

WITNESS my hand and official seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss:
COUNTY OF _____)

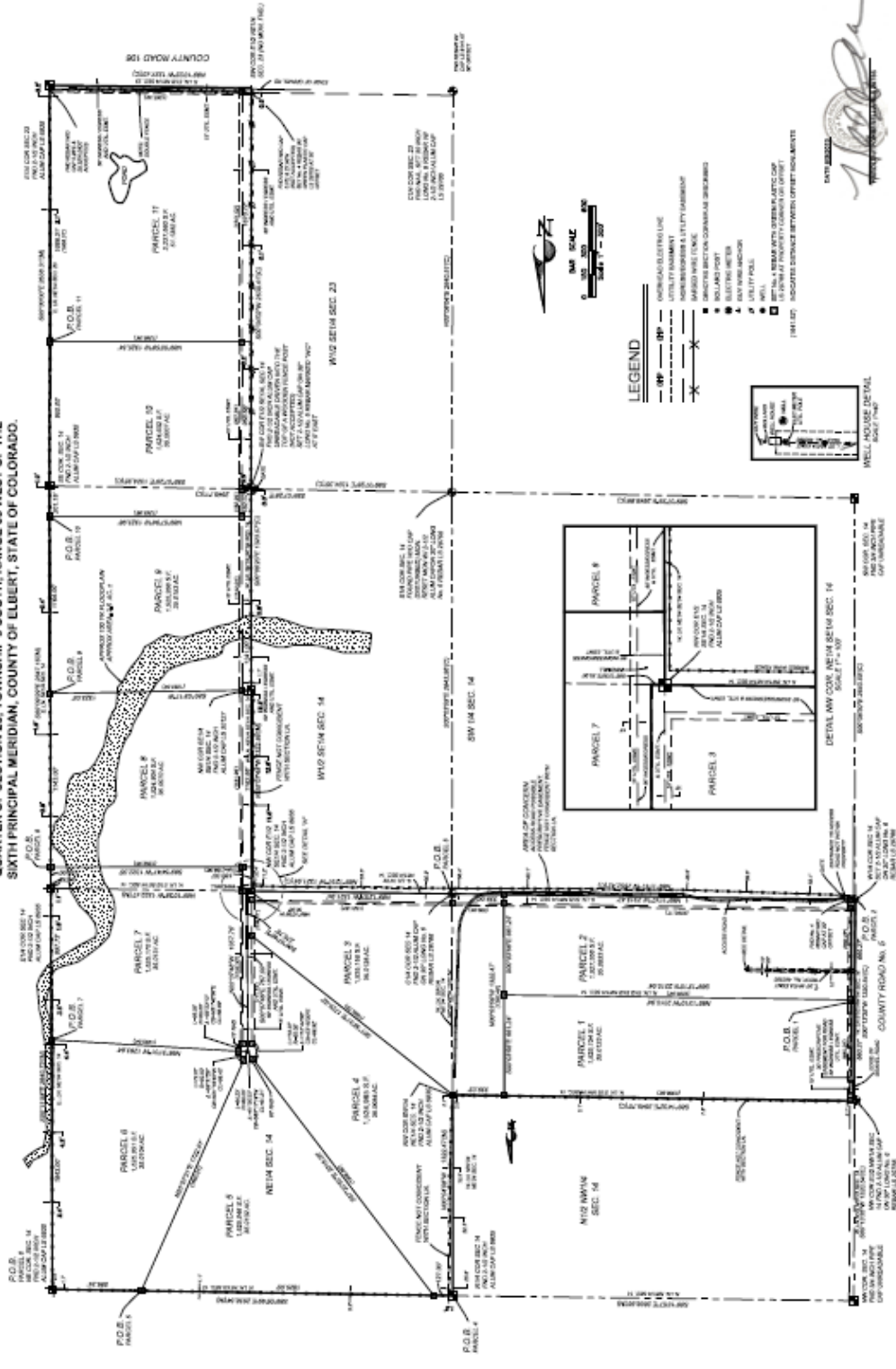
The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Sankarrao Chava, as Managing Member of CHAVAAS HOLDINGS, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
My commission expires: _____.

Notary Public

LAND SURVEY PLAT SanVen Estates

A PARCEL OF LAND BEING A PORTION 5/12 OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 14 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO.



**COTTONWOOD SURVEYING
AND ASSOCIATES, INC.**
P.O. BOX 694
STRASBURG, COLORADO
(303) 549-7992

**LAND SURVEY PLAT
SanVen Estates**

DATE	10/20/2018
BOOK	14
SHEET	2
TOTAL SHEETS	2

[Signature]
COTTONWOOD SURVEYING, INC.
REGISTERED PROFESSIONAL SURVEYOR
NO. 10153

**EXHIBIT B TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SANVEN ESTATES**

E 1/2 SE 1/4: Section 14, Township 9 South, Range 65 West, of the 6th P.M.;
NE 1/4: Section 14, Township 9 South, Range 65 West, of the 6th P.M.;
S 1/2 NW 1/4: Section 14, Township 9 South, Range 65 West, of the 6th P.M.;
E 1/2 NE 1/4: Section 23, Township 9 South, Range 65 West, of the 6th P.M.

County of Elbert, State of Colorado.