

ARTICLE VIII

ANNEXATION

Additional real property, including existing subdivisions, may become subject to these covenants without the approval of any purchaser or transferee of the Declarant by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall automatically extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such additions and modifications of these covenants as may be necessary to reflect the different character of added properties, but in no event shall such Supplementary Declaration revoke, modify, or add to the covenants established by this Supplementary Declaration within the existing property as hereinabove described.

ARTICLE IX

EXTERIOR MAINTENANCE

In the event an owner of any lot in Powderhorn shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, upon approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repaint, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE X

GENERAL PROVISIONS

Section 1. 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 Supplementary Declaration. Failure by the Association or by any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or reservations by judgment or court order shall in no way

0724

4328 (W-2)