

Article/ Section/ Paragraph	Current Wording	Proposed Wording	Explanation of Proposed Change
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ARTICLE I – Definitions

1/1/1	Section 1. The following items when used in this Declaration or any Supplement or Amendment thereto shall have the following meanings unless prohibited by the context:	Section 1. <u>Item Definitions</u> . The following items when used in <u>these 2012 Covenants or any Supplement or Amendment thereto</u> shall have the following meanings unless prohibited by the context:	Specifies that the following definitions pertain to these 2012 Covenants. Standardized format.
1/1/2	a) "Properties" shall mean and refer to those certain real properties hereinbefore described along with all the properties in the Discovery Subdivision Filings No. 1 through 9.	(a) "Discovery Subdivision" shall mean and refer to those Lots described in these Covenants along with all the properties in the Discovery Subdivision Filings No. 1 through 9.	Changed "Properties" to "Discovery Subdivision" to clarify meaning.
1/1/3	b) "Lot" shall mean and refer to any part of land shown upon this recorded subdivision map of the Properties.	(b) "Lot" shall mean and refer to any part of land shown upon any recorded subdivision map of the Discovery Subdivision.	Changed wording to clarify meaning.
1/1/4	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 Properties, including contract seller, but excluding those having such interests merely as security for the performance of an obligation.	(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 Discovery Subdivision, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.	Changed wording to clarify meaning.

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1/1/5	d) "Declarant" shall mean and refer to Deld Corporation or Vagge Development Company, their successors and assigns. if such successors or assigns shall acquire more than one undeveloped Lot from the Declarant for the purpose of development.	(d) "2012 Covenants" shall mean and refer to this 2012 Declaration of Covenants, Conditions and Restrictions which shall completely amend, restate, supersede and replace the Original Covenants and the Amended Covenants as described above.	Deleted "Declarant" and "Vagge Develop Company." No longer pertinent. Specifies that these 2012 Covenants replace the Original Covenants.
1/1/6	e) "Living Unit" shall mean and refer to any portion of the building situated upon the properties designed and intended for use and occupancy as a residence by a single family.	(e) "Association" shall mean and refer to Discovery Homeowners Association, a Colorado nonprofit corporation, its successors and assigns.	Deleted "Living Unit" – not pertinent. Added " Association" from (f).
1/1/7	f) "Association" shall mean and refer to Discovery Homeowners Association.	(f) "ARC" shall mean and refer to the Architectural Review Committee described in Article II of these 2012 Covenants, which is the successor to the Architectural Control Committee under the Original Covenants and the Amended Covenants.	Moved "Association" to (e) Added definition for "ARC".
1/1/8		(g) "Board" shall mean and refer to the Association's Board of Directors.	Added definition for " Board".

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1/1/9		(h) "Earth Tone" shall mean and refer to the definition of colors in an earth tone scheme which are dark, muted and flat in an emulation of the natural colors found in soil, moss, trees and rocks as defined by the ARC or the Association's Board of Directors.	Added definition for "Earth Tone".

ARTICLE II – Architectural Control Committee (ACC)

(Note: Lengthy paragraphs have been broken out by sentence to make reviewing the content easier)

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2/1/1 Sentence 1	Section 1. <u>Members.</u> The members of the Architectural Control Committee to exercise control over Discovery Subdivision Filings No. 1 through 9 will be Ann Crock, Bill Engle, Lawrence Davis, Chuck Miller, Howard Askelson and Tom Royer; their successors or assigns.	Section 1. <u>Members.</u> The members of the Architectural Review Committee (ARC) shall exercise architectural review over Discovery Subdivision as set forth herein and shall have full authority to approve or disapprove the plans and specifications as hereinafter described. ARC Members shall be	Removed names of original members. They are no longer pertinent Added: "ARC members shall be appointed or removed by the Board". Provides a routine procedure for appointing and removing ARC members.

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		appointed or removed by the Association's Board.	
2/1/1 Sentence 2	In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove the plans and specifications to be reviewed and approved by the Committee as hereinafter described.	<u>If any member of the ARC is unable to perform his or her duties, the Association's Board shall have the power to appoint replacements.</u>	Added wording to provide a procedure for replacing members to the ARC.
2/1/1 Sentence 3	At any time, the then record Owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.	At any time, the then record Owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the ARC or to withdraw from the ARC or restore to it any of its powers and duties.	Lot Owners retain the same authority over the ARC.
2/2/1 Sentence 1	Section 2. <u>Review by Committee.</u> No structure, whether residence, accessory building, tennis court, swimming pool, antenna, whether on a structure or on a Lot, flagpoles, fences, walls, house numbers, mail boxes, exterior lighting, or other improvements shall be constructed or maintained on any Lot and no alteration or repainting of the exterior of a structure shall be made and no landscaping, site grading or removal of existing trees, shrubs, or rock formations, performed unless complete plans, specifications, and Lot plans therefore, have been submitted to	Section 2. <u>Review by the ARC.</u> No change in the exterior appearance of any Lot and/or any structure, on such Lot including without limitation, any dwelling structure, accessory building, tennis court, swimming pool, antenna, flagpole, fence, wall, house numbers, mail box, exterior lighting, or other improvements as defined by the ARC shall be constructed or maintained on any Lot and no alteration or repainting of the exterior of a structure and/or Lot shall be made and no landscaping, site grading, or removal of existing trees, shrubs, or rock formations, performed	Clarified wording.

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	and approved in writing by the Architectural Control Committee.	unless complete plans, specifications, and Lot plans therefore, have been submitted to and approved in writing by the ARC.	
2/2/1 Sentence 2	The plans and specifications shall show the exterior design, height, building materials and color scheme thereof, the location and size of driveways, the plans of landscaping, fencing walls and windbreaks, and grading plans.	<u>The plans and specifications, to the extent required by the ARC, shall show such matters as required by the ARC</u> which may include the exterior design, height, building materials and color scheme thereof, the location and size of driveways, the plans of landscaping, fencing, walls and windbreaks, and grading plans.	Applies to existing residences. Changes provides the ARC flexibility to accept requests without all the details listed here.
2/2/1 Sentence 3	The plans shall show the entire Lot including the existing topography at 2 foot contour intervals, the size and location of existing trees, scrub oak, rock outcropping and other vegetation and shall show the proposed site grading and those trees, shrubs, or rock outcropping that are to be removed or altered during the course of construction.	<u>The ARC may require that the plans for new construction or additions show the entire Lot including the existing topography at two-foot contour intervals,</u> the size and location of existing trees, scrub oak, rock outcropping and other vegetation and may be required to show the proposed site grading and those trees, shrubs, or rock outcropping that are to be removed or altered during the course of construction.	Changed to show that these detailed requirements apply only to new construction. For example, the requirement to submit a lot plan showing two- foot contours and all vegetation.
2/3/1 Sentence 1	Section 3. <u>Procedures.</u> The Architectural Control Committee shall approve or disapprove in writing all plans and requests within thirty (30) days after submission.	Section 3. <u>Procedures.</u> The ARC may establish reasonable procedures for architectural review.	

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2/3/1 Sentence 2	In the event the Architectural Control Committee fails to take action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with.	The ARC shall approve or disapprove in writing all plans and requests within thirty (30) days after the date of written receipt of the application. If the ARC fails to take action within thirty (30) days after written receipt, the application shall be deemed approved and this Article will be deemed to have been fully complied with.	.Clarifies the procedure for the ARC's response to a request.
2/3/1 Sentence 3	A majority vote of the members of the Architectural Control Committee is required for approval or disapproval of the proposed improvements.	A majority vote of the members of the ARC is required for approval or disapproval of the proposed improvements.	Changed Architectural Control Committee to ARC.
2/3/1 Sentence 4	The Architectural Control Committee shall maintain written records of all applications submitted to it and of all action taken.	<u>The ARC shall maintain written records for seven (7) years of all applications submitted to it and of all action taken.</u>	Establishes a time period for maintaining records.
2/3/1 Sentence 5	In approving or disapproving the plan submitted to it, the Architectural Control Committee shall take into consideration the design, style and construction of the proposed building or alteration, its location on the Lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine whether such proposed building is consistent with the general terrain, the architecture of other buildings located	In approving or disapproving the plan submitted to it, the ARC should, in its discretion, take into consideration the design, style and construction of the proposed building or alteration, its location on the Lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood. It should determine whether such proposed building is consistent with the general terrain, the architecture of other buildings located	Changed wording to ARC Changed one sentence in to two sentences to simplify.

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	upon the property subject to this Declaration and whether or not the construction or alteration of said building will adversely affect or decrease the value of other Lots because of its design, location, height or type of materials used in the construction.	upon the property subject to these 2012 Covenants and whether or not the construction or alteration of said building will adversely affect or decrease the value of other Lots because of its design, location, height or type of materials used in the construction.	
2/3/1 Sentence 6	The Committee may make reasonable requirements of the Lot Owner, including the submission of additional plans to insure conformance of such building when erected with these restrictions and covenants and the plans submitted and approved.	The ARC may make reasonable requirements of the Lot Owner, including the submission of additional plans to ensure conformance of such building when erected with these restrictions and covenants and the plans submitted and approved.	Changed Committee to ARC.
2/3/1 Sentence 7	The Committee may require such changes as may be necessary to conform to the general purposes as herein expressed.		Included in preceding sentence.
2/3/1 Sentence 8	The Committee shall have the authority to grant variances from the provisions of this Declaration in cases of irregularly shaped Lots, unusual terrain, or other conditions wherein the strict enforcement of these restrictions would result in unusual hardship.	The ARC shall have the authority to grant variances from the provisions of these 2012 Covenants in cases of irregularly shaped Lots, unusual terrain, or other conditions wherein the strict enforcement of these restrictions would result in unusual hardship.	Changed Committee to ARC. Makes reference to these 2012 Covenants instead of the original Covenants.
2/3/1 Sentence 9	The Committee shall be the sole and exclusive judge of whether or not said hardship exists.	The ARC shall be the judge of whether or not said hardship exists.	Allows for an appeal.
2/3/2	Whenever the Committee disapproves	Whenever the ARC disapproves of any	

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	of any proposed plans or specifications, it shall state in writing its reason for such disapproval in general terms so that the objections can be met by alterations acceptable to the Committee.	proposed plans or specifications, it shall state in writing its reason for such disapproval in general terms so that the objections can be met by alterations acceptable to the ARC.	
2/3/3	All plans submitted to the Committee shall be left on file with the Committee. It is the intent of these Declarations that the committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for an arbitrary abuse of its discretion or an excess of its authority. The Committee shall resolve all questions of interpretation. They shall be interpreted in accordance with their general purpose and intent as herein expressed.	It is the intent of these 2012 Covenants that the ARC shall exercise broad discretionary powers hereunder. The Association's Board shall resolve, on appeal, all questions of interpretation or otherwise under these 2012 Covenants, and such decisions shall be final, binding on all owners.	The added sentence provides a procedure for the Board to resolve appeals.
2/4/1	Section 4. <u>Liability of Committee.</u> The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Lot Owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.	Section 4. <u>Non-liability of the ARC and the Board.</u> Neither the Board nor the ARC shall be liable in damages or otherwise to any person submitting requests for approval or to any Lot Owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.	Changed wording from "Liability" to Non-liability".