

**DECLARATION  
OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
WEDDING CANYON ESTATES II**

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This FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEDDING CANYON ESTATES II is made and entered into on December 15, 2004, by the undersigned owner.

**RECITALS**

A. Jantare's Wedding Canyon Estates, LLC, a Colorado limited liability company ("Declarant"), TERRY L. JOHNSON and JANET M. JOHNSON, W. DOUGLAS KURTZ and LINDA J. KURTZ, and TIMOTHY T. FARR and JEAN M. FARR, are the owners of all the real property contained in Wedding Canyon Estates II, according to the plat thereof recorded on September 30, 2004, in Book 3749, Page 593, in Mesa County, Colorado, being more particularly described as follows:

LOTS 1A, 2A, 3A, 4A, 5A, 6A, AND 7A  
OF WEDDING CANYON ESTATES  
MESA COUNTY, COLORADO

Tax Schedule Nos: 2697-332-01-001, 2697-283-01-002, 2697-332-01-003, 2697-332-01-004, 2697-283-01-005, 2697-283-01-006, and 2697-283-01-007, respectively.

B. Declarant desires to subject and place upon the property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein pursuant to the provisions of the Colorado Common Interest Ownership Act ("CCIOA") for the purpose of protecting the value and desirability of said property, for the purpose of furthering a plan for the creation of uniform and suitably designed improvements, and for the purpose of use, sale and ownership of said property.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with the above-described property and be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE 1  
DEFINITIONS**

**Section 1.1** "Association" shall mean and refer to the Wedding Canyon Estat Owners Association.

- Section 1.2** "Board" means the Board of Directors of the Association and shall constitute the Executive Board as defined in CCIOA.
- Section 1.3** "Building Envelope" means that part of a lot that has been designated by the Declarant on the Map as the area that must be used for a Residence on that Lot.
- Section 1.4** "Bylaws" shall mean the Bylaws of the Association as amended from time to time.
- Section 1.5** "CCIOA" means the Colorado Common Interest Ownership Act presently codified at C.R.S. 38-33.3-101, et seq., as it may subsequently be amended from time to time.
- Section 1.6** "Declarant" shall mean and refer to Jantare's Wedding Canyon Estates, LLC, a Colorado Limited Liability Company, and its successors and assigns.
- Section 1.7** "Declaration" means this First Amended Declaration of Covenants, Conditions and Restrictions of Wedding Canyon Estates II.
- Section 1.8** "Design Review Committee" or "DRC" shall mean and refer to that Design Review Committee referred to in Article 9 of this Declaration.
- Section 1.9** "Developer" shall mean the Declarant.
- Section 1.10** "Engineer" shall mean a Professional Engineer, licensed and practicing in the State of Colorado.
- Section 1.11** "Improvements" shall mean and refer to any and all Residences and any other structures located in, under, or upon the Subdivision, including, but not limited to, fences, driveways, garages, and outbuildings; shrubs, plants, landscaping of all types; irrigation ponds, pipelines and sprinklers; drainage and detention/retention facilities; streets, curbs, and gutters; and all other utility installations such as electric, gas, telephone, cable television, satellite dishes, sewer, and domestic water lines.
- Section 1.12** "Lot" (or "Lots") shall mean and refer to each residential lot shown on the Map, as that Map may be amended from time to time as part of the Special Declarant's Rights described in Article 3 below.
- Section 1.13** "Map" means the plat of the Subdivision recorded on September 30, 2004, in Book 3749, at Page 593, of the Mesa County records, a true and correct copy of which is attached to this Declaration.
- Section 1.14** "Owner" (or "Owners") shall mean and refer to the owner of Record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest

holding title to a single Lot shall together constitute a single Owner. Unless stated otherwise in this Declaration, the term Owner or Owners shall include the Declarant so long as the Declarant is the Owner of any Lot.

**Section 1.15** "Residence" shall mean and refer to the principle permanent residential building or structure upon any Lot, but shall exclude any secondary, detached, or subordinate buildings or structures such as detached garages or storage buildings that are allowed by the Declaration.

**Section 1.16** "Rules and Regulations" shall mean those rules and regulations adopted from time to time by the Association and amended as set forth in the Bylaws.

**Section 1.17** "Single Family" means a household composed of (i) no more than two (2) Principle adults, (ii) the children or legal wards of one or both principle adults, (iii) and three additional persons, related or unrelated.

**Section 1.18** "Subdivision" means all phases or filings of Wedding Canyon Estates II in Mesa County, Colorado, According to the recorded Map of the Subdivision, as amended from time to time, and together with any additional real property made subject to this Declaration pursuant to Article 3 below. The Subdivision is a planned community as defined by CCIOA.

## ARTICLE 2 PROPERTY RIGHTS

**Section 2.1** Owners' Right of Enjoyment. Subject to the provisions of Section 2 of this Article, every Owner shall have a nonexclusive right to enjoy and use the irrigation system (if it exists or is hereafter installed and constructed) and easements located upon the Subdivision and such right shall be appurtenant to and shall pass with the title to every Lot. The cost of irrigation water shall be billed to the Association, and use of such irrigation water is expressly subject to the requirements of the irrigation water provider.

**Section 2.2** Extent of Owners' Right. The right of enjoyment created hereby shall be subject to the following:

- 2.2.1 The right of the Wedding Canyon Estates Homeowners Association to promulgate and publish rules and regulations with which each Member shall strictly comply; and
- 2.2.2 The right of the Association, as provided in its Bylaws, to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations; and
- 2.2.3 The right of the Association to close or limit the use of the irrigation system and easements while maintaining, repairing or making

replacements thereto or in the event a Member has had his voting right suspended.

**Section 2.3**        Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of use to the members of his family, his tenants, or contract purchasers who reside on his Lot.

**ARTICLE 3  
SPECIAL DECLARANT RIGHTS**

**Section 3.1**        Addition and Withdrawal of Property. Declarant reserves the right to add or withdraw real estate from the Subdivision covered by this Declaration and to create or remove lots and common elements within the Subdivision.

**Section 3.2**        Special Declarant Rights. Declarant reserves all special Declarant rights available under CCIOA, currently codified at Section 38-33.3-103(29), C.R.S.

**Section 3.3**        No Assurances. No assurance is given concerning the creation, size, location, or continued existence of Lots, Common Areas, easements, or Improvements except those shown on the Map attached to this Declaration.

**Section 3.4**        Limitation on Additional Property. Declarant's right to add property to the Subdivision is limited to that property described in this Article.

**3.4.1**        Declarant may add to the Subdivision any property contiguous to that shown on the attached Map at any time within ten (10) years after the date of recording this Declaration in the office of the Clerk and Recorder of Mesa County, Colorado, unless extended or allowed by law or by the Association.

**3.4.2**        The Declarant, in addition to any other development right, may amend the Declaration, to add real estate to the subdivision; at any time within ten (10) years after the date of recording this Declaration in the office of the Clerk and Recorder of Mesa County, Colorado.

**Section 3.5**        Exercise of Development Rights. Declarant's development rights (as defined in the CCIOA) may be exercised with respect to the additional property described in Section 3.4 at different times. No assurance is made as to the boundaries or borders of those parcels of the Subdivision as to which such development rights may be exercised covered by this Declaration. Any development right exercised as to any portion of the Subdivision need not be exercised in all or any other portion of the remainder of the Subdivision.

**Section 3.6**        Assignment by Declarant. Except as restricted by the CCIOA or other applicable Law, Declarant may assign (from time to time) some or all of Declarant's rights or obligation or liability assigned.

**ARTICLE 4**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 4.1**            Homeowners Association. There is hereafter created the Wedding Canyon Estates Homeowners Association pursuant to the CCIOA. In accepting a deed or contract for any Lot within the Subdivision, the grantee under any such instrument of conveyance expressly agrees to and shall become a member of the Association, and shall agree to be subject to all obligations and assessments imposed thereby, and shall comply with all Bylaws, Rules and Regulations duly enacted and amended from time to time by the Association.

**Section 4.2**            Membership. Every Owner of a Lot subject to assessment hereunder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine.

**Section 4.3**            Directors of the Association. The affairs of this Association shall be managed by a board of three (3) directors (the "Board") initially. When Declarant relinquishes control of the Board to the Owners pursuant to Section 4.4 below, the Board shall be managed by at least three (3) directors. Directors shall meet the qualifications described in the Bylaws.

**Section 4.4**            Management of the Association. From date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the first to occur of: (i) sixty (60) days after conveyance of 75% of the Lots to Owners other than Declarant; (ii) two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business, or; (iii) two (2) years after the right to add new lots was exercised by Declarant. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. Not later than the termination of the period of Declarant's control as provided above, the Owners (including Declarant) shall elect a Board of at least three (3) members, one being the Declarant, and a majority of whom must be Owners other than Declarant (or designated representatives of Owners other than Declarant). The Board shall elect the officers, with such Board members and officers to take office upon termination of the period of Declarant's control. The Declarant is a permanent member of the Board so long as the Declarant is the Owner of one or more of the lots.

**Section 4.5**            Officers of the Association. The officers of this Association shall be as set forth in the Bylaws of the Association.

**Section 4.6**            Budget. Pursuant to §38-33.3-303(4), C.R.S., within 90 days after adoption of any proposed budget for the common interest community, the board shall mail, by ordinary first class mail, or otherwise deliver a summary of the budget to all lot owners and shall set a date for a meeting of the lot owners to consider the budget. The meeting shall be held within 30 days of the mailing of the notice. The proposed budget does not require the consent of the lot owners to be effective, but may be vetoed by a majority of the lot owners present in person or by proxy at the meeting if a quorum is present.

**Section 4.7**            Rules and Regulations. The Association shall have the right to impose Rules and Regulations upon the Owners concerning conduct within the Subdivision and the use of any common elements and any other Association property, and otherwise, as set forth in the Bylaws.

**ARTICLE 5**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 5.1**            Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, including Declarant, 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 to the Association: (1) annual assessments or charges, and (2) special assessments for common area maintenance and improvements, to be established and collected as hereinafter provided. The annual assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) on demand, and without setoff or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded in the office of the Clerk and Recorder of the County of Mesa, Colorado. The lien for each unpaid assessment attaches to such Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part thereof. Each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass from them. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws

of the United States. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

**Section 5.2**            Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Subdivision and, to the extent not performed by any applicable governmental entity, for the maintenance of any common elements and of the irrigation water system serving the Subdivision.

**Section 5.3**            Maximum Annual Assessment.

5.3.1    Until commencement of the second annual assessment period, the maximum annual assessment shall be Fifty Dollars (\$50.00) per Lot.

5.3.2    Effective with commencement of the second and each subsequent Association fiscal year, the maximum annual assessment may be increased by a vote of the Members for the next succeeding Association fiscal year and at the end of that year, for each succeeding Association fiscal year, provided that any such increase shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting setting forth the purpose therefor.

5.3.3    The Board of Directors of the Association may, at any time and from time to time, after consideration of the projected maintenance costs and the other financial needs of the Association, fix the actual assessment against each Lot at an amount less than the maximum assessment for any Association fiscal year.

**Section 5.4**            Rate of Assessment. Annual assessments shall be fixed at a uniform rate for all Lots and shall be allocated to each Lot on the basis of a fractional share per Lot, the numerator of which fraction shall be one and the denominator of which shall be the number of Lots contained within the Subdivision, and shall be in an amount sufficient to meet the expected needs of the Association.

**Section 5.5**            Date of Commencement of Annual Assessments. The initial annual assessment shall commence on the first day of the month following conveyance of the first Lot, and the second and each subsequent annual assessment period shall correspond with the fiscal year of the Association. The annual assessments shall be made due and payable with such frequency and on such dates as determined by the Board, but no more frequently than monthly, provided that the first annual assessment shall be adjusted according to the number of months in the first Association fiscal year. Any Owner purchasing a Lot between installment due dates shall pay a pro rata share of the last installment due.

**Section 5.6**            Reserve Accounts. The Association shall have the right to maintain adequate reserve fund accounts out of the annual assessments for the repair and replacement of those elements of Association property that must be repaired or replaced on a periodic basis.

**Section 5.7**            Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date thereof shall bear interest from the due date at the rate established by the Association not exceeding 21% per year. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and; in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his Lot.

**ARTICLE 6  
EXTERIOR MAINTENANCE**

**Section 6.1**            General. Except as otherwise provided herein, the maintenance and repair of each Lot including, but not limited to, landscaping, the interior and exterior of the residence, improvements constructed thereon, and any fence on the boundary line of a Lot shall be the responsibility of the Owner(s) thereof.

**Section 6.2**            Owner's Negligence. Notwithstanding anything to the contrary contained in this Article 6, in the event that the need for maintenance or repair of the Association Subdivision is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest or invitee of such Owner, the cost of such repair or maintenance shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to and become part of the assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot as provided in Article 5 of this Declaration. A determination of the negligence or willful act or omission of any Owner or any member of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefor, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

**ARTICLE 7  
GENERAL RESTRICTIONS ON USE**

**Section 7.1**            Resubdivision Prohibited. Resubdivision or further division of any Lot shown on the Map is prohibited, with the exception of Lot 2, subject to approval by Mesa County.

**Section 7.2**        Use of Property. All of the lots within the Subdivision shall be used for residential purposes and for no other purpose. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling unit per Lot, together with any outbuilding incidental to the residential use of the Lot.

7.2.1    Exterior Design. Log houses, dome houses, A-frame, or other designs deemed "radical" by the DRC are examples of home designs that are prohibited. Except as specifically prohibited herein, the DRC has sole authority to determine what may be an acceptable home design.

7.2.2    Renting. No guesthouse or portion of a dwelling unit may be rented; however, nothing herein shall prevent the Owner from renting or leasing the entire Residence and guesthouse to a Single Family. However, the Owner is responsible to the Association for the tenant, and the tenant shall be subject to this Declaration, the Bylaws, and the Rules and Regulations.

**Section 7.3**        Approvals. All construction or work of any kind or nature occurring on a Lot, including but not limited to original construction of all Improvements, including landscaping and any additions, external modifications, design changes or color changes to such Improvements, major landscape changes, and driveway changes must be submitted to the DRC for approval in Accordance with the provisions of this Declaration before work commences.

**Section 7.4**        Nuisances Prohibited. No noxious or offensive activities shall take place or be permitted upon any of the Lots, nor shall anything be done on any portion of the Subdivision, which may be or become an annoyance or nuisance to the Owner of any Lot. No trash, junk cars, weeds, or other unsightly, unhealthy, or dangerous items or conditions shall be permitted to remain on any portion of the Subdivision. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish.

**Section 7.5**        Animals/Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, if they are not kept, bred or maintained for commercial purposes. The maximum number of pets, on any Lot is four (4). No pets over 30" at the shoulder are allowed. All pets shall be under the control of their owner, whether by containment on the Owner's Lot or on a leash. No pet shall be allowed to run at large, endanger, or harass persons, property, or other animals or to constitute a nuisance or annoyance to other Lot Owners or Subdivision occupants. The Board, when requested by any Owner, shall have the final authority to determine whether any animal or pet is a nuisance to any other Owner.

**Section 7.6**        Waste Storage. Trash, garbage, or other waste shall not be dumped, kept, or allowed to accumulate on any Lot except in closed, sanitary containers. All containers and equipment for storage or disposal of such materials shall be regularly emptied in a lawful manner and in compliance with this Declaration, shall be kept in a clean and sanitary condition and shall be kept inside a closed structure or otherwise screened from view by the public or from neighboring Lots, except to make the same available for collection or delivery. No incinerators shall be permitted in the Subdivision.

**Section 7.7**            No Temporary Residences.

- 7.7.1    No structure of a temporary nature (including without limitation trailers, tents, recreational vehicles, shacks, garages, or other outbuildings) shall be used on any part of the Subdivision at any time as a Residence, either temporarily or permanently; provided however, that during the actual construction of a Residence, temporary buildings necessary for the construction supervisor, or for the storage of materials, may be used, and must be maintained by the contractor.
- 7.7.2    The Declarant may construct and maintain trailer/residence for site manager, sales offices, or management offices and models on one or more Lot(s). Model homes shall conform to the requirements of this Declaration except that such model homes may be used for the Declarant's commercial purposes until sold. Buildings which are not intended to be Residences may be used by Declarant as sales and management offices without complying with the provisions of this Declaration, but shall be removed from the Subdivision after all the Lots have been sold.

**Section 7.8**            Signs.

- 7.8.1    No sign, graphic, or advertising device shall be placed anywhere in the Subdivision except one sign or graphic not larger than 12 inches by 24 inches showing the Owner's name or address, or both, and one sign of not more than four square feet advertising a Lot or Residence for sale. This provision shall not limit or preclude street, road identification signs, or traffic control signs or devices or such other signs or markers as the Board may determine in its discretion are appropriate for the benefit of the Subdivision.
- 7.8.2    Signs may be used by the Declarant, building contractors or lenders for advertising during construction of Residence and sale of Lots in the Subdivision. Any such sign used by the Declarant shall not be subject to the size limitation in Section 7.8.1 herein.
- 7.8.3    A permanent sign or signs identifying the Subdivision may be erected by the Declarant within any utility easement on certain designated Lots in a number and style in the Declarant's discretion, subject to the provisions relating to outdoor lighting fixtures in Section 7.14, herein, and not subject to the size limitations of Section 7.8.1, herein.
- 7.8.4    Any such subdivision sign(s) shall be the property of the Association, and shall be repaired and maintained in good condition by the Association.

**Section 7.9**            No Mineral Exploration or Development. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted or undertaken on any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any portion of the Subdivision. No derrick or

other structure designed for exploration for oil or natural gas shall be erected, maintained, or permitted on any portion of the Subdivision.

**Section 7.10**        Antennas. Except for satellite television receivers of a diameter less than thirty (30) inches or otherwise as approved by the DRC, no antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot outside of the Residence on that Lot; except a satellite dish, larger than thirty (30) inches in diameter may be installed on the ground if completely screened from view by solid fencing complying with the requirements of the DRC.

**Section 7.11**        Hazardous Materials. No hazardous or flammable materials will be stored anywhere in the Subdivision except of a type and amount used in normal household consumption or use.

**Section 7.12**        No Hazardous Activities. No activities shall be conducted on any Lot and no improvements constructed on any Lot which are or might be hazardous or unsafe to any person or property. Without limiting the general nature of the foregoing prohibition, no firearms shall be discharged upon any property within the Subdivision, no open fires shall be lighted or permitted on any property (including the burning of trash or rubbish) except in contained barbecue or cooking units while attended and in use for cooking purposes or within an interior fireplace or stove in compliance with all applicable building codes, and except for ditch or pasture burning in Accordance with all applicable Mesa County regulations and requirements.

**Section 7.13**        Reflective Materials. White, light color, or highly reflective roofing, whether because of color or type of material, which may, in the opinion of the DRC, result in glare into other Residences in the Subdivision, shall not be allowed in the Subdivision. Changes in color or material on a roof after the Residence is built must first be approved by the DRC. Foil or other light reflective material shall not be put in windows or glass areas of a Residence. Windows designed to be reflective are not allowed, unless the window does not appear reflective from the outside.

**Section 7.14**        Lights. All outdoor lighting fixtures shall have directed shielding so as to prevent direct light from the fixture from shining beyond the property limits where the fixture is installed. This means that a person standing at the adjacent property line would not see the light-emitting source. Directional, shielded lighting shall be used which eliminates all direct glare of obtrusive light and restricts upwardly directed light only to the features being illuminated. All outdoor lighting, including, but not limited to street, parking lot, security, walkway, and building lighting shall conform to these standards. Lighting for security may be accomplished with motion sensor detectors, or similar devices.

**Section 7.15**        Noises. Noise caused by improperly muffled vehicles, motors or machinery of any kind (such as un-muffled gasoline power saws, etc.) will not be permitted in the Subdivision. Heavy construction machinery must be operated within the

manufacturer's recommendations and specifications for noise prevention. Any construction, landscaping, lawn maintenance, and any other noise-making activity must be confined to reasonable times of operation as determined by the Board.

**Section 7.16**        New Construction Required. All Improvements in the Subdivision shall be new or newly constructed. No previously erected building, structure, or improvement shall be moved to, or placed upon, any Lot. No modular or manufactured homes, and no mobile homes, trailer homes, trailers, tepees, tents, shacks, barns, sheds, basements or movable structures shall be permitted as a permanent Residence within the Subdivision. An Owner may maintain on a Lot a vacation or travel trailer, or camper for the personal use of the owner, as long as the same is not permanently installed on the Lot, or occupied as a Residence, and it is screened from view.

**Section 7.17**        Project Start and Completion.

7.17.1      No site work or construction of or relating to any Improvement (the "Project") may commence on any Lot (including preliminary site cleaning, grubbing, grade alteration, storing of material, foundation excavation, etc.) until the project has received an approval letter from the DRC and a building permit has been issued.

7.17.2      All Project construction shall be completed no later than twelve (12) months after the issuance of the building permit by Mesa County, or after the issuance of the letter of approval from the DRC, whichever occurs last. For good cause shown, the DRC may allow appropriate extensions.

**Section 7.18**        Underground Utilities. All utility lines within the Subdivision shall be underground.

**Section 7.19**        Fencing.

7.19.1      All fences must be approved by the DRC. No fences or hedges shall be permitted in the Subdivision which are higher than 54 inches, except courtyard or patio fences with a total length not to exceed 80 feet, placed in connection with a building, for which specific written permission is given by the DRC. If such wall is built as a windbreak, it could be up to eight (8) feet in height, maximum, constructed of substantially the same material as the residence. In determining whether or not such permission shall be granted, the DRC shall consider the topography of the Lot and its immediate area, and the desires of the neighborhood.

7.19.2      Only split rail (maximum height of 54" posts, and 48" top rail) construction is to be considered for boundary fences. Three-rail fencing will be encouraged throughout the Subdivision. Fences constructed with steel posts, barbwire, hog wire or chain link are expressly prohibited.

7.19.3      The DRC will consider requests for special fencing around swimming pools, such fencing being primarily for safety.

- 7.19.4 Fencing on and within the right of way for Colorado Highway 340 shall be the property of the Association, and shall be repaired and maintained in good condition by the Association.

**Section 7.20**      Landscaping and Maintenance.

- 7.20.1 All Landscaping plans and site plans shall be approved by the DRC. Landscaping plans must be submitted to the DRC within ninety (90) days from the completion of house construction.
- 7.20.2 The Landscaping of each Lot which will be visible from any street or any other Lot shall be completed by or on behalf of the Owner of such Lot in Accordance with the plans approved by the DRC within one (1) year from the date on which the Residence on such Lot is occupied or permitted for occupancy, whichever is earlier; provided, however, for good cause, the DRC may allow an Owner a one-time extension of time for an additional six (6) months in which to comply with this provision. It is strongly encouraged that each Owner employ a professional landscaping company to design and install landscape, but there shall be no penalty for failing to do so, provided that all other landscaping requirements are satisfied.
- 7.20.3 Each Owner shall keep, maintain, and repair their Lot and the Improvements thereon (including, for example, landscaping) in a neat, clean, cultivated, attractive and well-maintained condition, free from the accumulation of trash or debris. It shall be the responsibility of each Owner to provide complete and ongoing landscape maintenance of their Lot which shall include, but not be limited to: mowing, trimming, pruning, weed control, fertilization, irrigation, disease and pest control, and maintenance of all walls, fences, lighting, patios, decks, outbuildings, hardscape elements, irrigation systems, water features, and other similar Improvements. These requirements shall be strictly enforced by the Board.
- 7.20.4 If any Owner fails to keep and maintain that Owner's Lot(s) or Improvements in Accordance with the provisions of Section 7.20.3 herein, the Board may (but shall not have the obligation to) contract for such maintenance, repairs, or restoration and assess the cost thereof to the Owner, as set forth below, on whose Lot or Improvements such maintenance, repairs or restoration were conducted. The Board may proceed to enforce the provisions of this Section 7.20.4 upon fifteen (15) days notice in writing to the Owner.
- 7.20.5 At no time will any Owner be permitted to cut down trees over three (3) inches in diameter measured at three (3) feet above the ground, without the approval of the DRC.
- 7.20.6 Clothes lines, service yards, outside storage of materials of any kind or nature, propane tanks, air conditioners, coolers, pool filters and pool heaters, meters, gas, electric, and water lines, firewood storage, building supplies, grounds or repair material storage, lawn and yard tools, boats,

equipment, and other temporary or permanent equipment must be screened or completely stored in areas approved by the DRC and hidden from the view of streets and other Residences. Basketball goals and children's play sets subject to a twelve (12) foot height restriction are an exception, and will not have to be completely hidden. Storage sheds will only be placed in locations approved by DRC.

**Section 7.21**

Parking.

- 7.21.1 All Residences shall be constructed to provide sufficient off-street parking to accommodate not less than four automobiles, exclusive of any garage spaces. Driveways shall be constructed of asphalt, concrete, or other hard surface; dirt or gravel driveways are expressly prohibited.
- 7.21.2 On street parking of any vehicles by the Owners, Residents, or guests shall be limited to temporary parking. No vehicle of any Owner, Residence occupants, or guests shall be regularly or permanently parked or stored on a street.
- 7.21.3 Vehicular maintenance or repair, which renders any vehicle inoperable for more than 24 hours, is prohibited on any street, driveway, yard, or other visible location in the Subdivision. No commercial vehicular repair of vehicles not owned by the Lot Owner shall be conducted within the Subdivision.
- 7.21.4 All recreational vehicles of any kind, including trucks, campers, boats, snowmobiles, motorcycles or motorbikes, that are stored on any Lot shall either be parked inside the garage or shall not be visible from the view of streets and other Residences, and shall be parked inside the building envelope. Recreational vehicles are not to be ridden or driven in the Subdivision, except for direct ingress and egress. The DRC shall have authority to require any Owner to install screening approved by the DRC to shield stored vehicles from public view or the view of other Owners.
- 7.21.5 All Residences shall be constructed with an attached garage large enough to accommodate at least two (2) 18' long side-by-side motor vehicles and not more than four (4) such vehicles. Detached garages may only be for two (2) vehicles.
- 7.21.6 Vehicles which do not have a current license will not be stored outside on any portion of any Lot. No abandoned or junk vehicles, whether automobile, truck, boat, snowmobile, motorcycle or other shall remain on any Lot.

**Section 7.22**

Hunting. No hunting, shooting, trapping or otherwise killing or harming of wildlife shall be permitted in the Subdivision, it being the intent to conserve and protect all wildlife to the fullest extent possible.

**Section 7.23**

Natural Drainage. Except as in approved grading, drainage and erosion control, no structure shall be placed or located in such a manner that will obstruct, divert

or otherwise alter the natural water drainage courses and patterns, and no landscaping or changes to the existing terrain will be made which will obstruct, divert or otherwise alter such drainage.

**Section 7.24**        Utilities. Each Lot Owner, his heirs, successors and assigns shall be financially responsible for the expenses of installing and maintaining domestic water lines, gas lines, sewer lines, septic lines, communication lines, and electrical lines, from the lot line to all improvements on the Lot. All domestic water lines, gas lines, sewer lines, septic lines, electrical lines, and communication lines shall be buried underground from their primary source at lot line, at the Owners expense. The use of propane storage tanks for the provision of natural gas to a Lot shall be allowed only if the Subdivision is not connected to a natural gas utility which uses underground gas lines. Upon the connection of the Subdivision to a gas utility, all propane storage tanks which have provided gas service to a Lot shall be disconnected and removed within thirty (30) days after such connection.

**Section 7.25**        Street Lighting. At the Developer's sole discretion, street lighting may be installed in the Subdivision in a manner and at locations as determined by Developer. The Association shall have the authority to assess the Owner of each Lot a pro rata share of the cost of such construction, and the pro rata share of the cost of installation, operation, repair and maintenance of a street lighting system. The Association shall be responsible for the maintenance, upkeep and repair of street lighting within the Subdivision.

**Section 7.26**        Lampposts. Each Owner will install two (2) lampposts where the driveway of each Lot meets a cul-de-sac or street, one on each side of the driveway. Each lamppost column will be a minimum of five (5) feet high to a maximum of seven (7) feet (said height does not include the actual light fixture), with dimensions of two (2) feet minimum to three (3) feet maximum on a side. Lampposts shall be constructed with the same dominant materials of which residence is constructed (preferably brick or stone). For those owners with especially long driveways, more than one set of lampposts is encouraged. All such lampposts are subject to the provisions of Section 7.14, herein, Lighting Standards.

## ARTICLE 8

### ARCHITECTURAL DESIGN & MINIMUM CONSTRUCTION STANDARDS

**Section 8.1**        Introduction.

8.1.1        The quality of the architecture within the Subdivision is very important in maintaining the integrity, appearance, quality, and value of the Subdivision and the Lots.

8.1.2        In order to establish a high standard of quality for residential construction in the Subdivision, minimum standards have been adopted. These standards are not intended to prevent variations in methods of construction

but rather to establish minimum quality and compliment appealing appearances.

- 8.1.3 These standards have been adopted for all new construction or a subsequent remodel or renovation.
- 8.1.4 These standards may be interpreted by a majority of the DRC.

**Section 8.2**

Building Restrictions.

- 8.2.1 The total finished living area of any Residence of one level shall be not less than 3,000 square feet. The total finished living area of any Residence having more than one level shall not be less than 1,800 square feet on the main level and not less than 2,800 square feet total. If the residence shall be a split-level, the greatest outside measurement, exclusive of open porches and garages, shall be used to determine the square footage and, therefore, different floor levels which are superimposed upon each other shall be included only once in such measurement. The square footage shall be determined by using outside measurements for finished living area totally above ground such that garages, porches, patios, basements, and garden level shall be excluded.
- 8.2.2 Each Lot has a designated building envelope as shown on the site plan on file with Mesa County, and any and all structures, excluding fences, must be constructed inside the designated building envelope unless a variance is granted by Mesa County. Eaves, steps and porches are considered part of the building structure, but decks and patios are not so considered.
- 8.2.3 Any outbuildings, such as guesthouses, garages, solariums, greenhouses, studios, storage sheds, etc., that are not attached to the Residence must match the Residence in color, design and exterior material and not exceed 1/3 of the total floor square footage of the Residence as defined in Section 8.2.1.
- 8.2.4 Garages that dominate the house in the opinion of the DRC shall not be allowed. Where practical, in the opinion of the DRC, each garage shall be accessed from the side or back of the house. For example, it is encouraged that garages be designed to appear as part of the house and garage overhead doors be designed to not be visible from the street. Other design techniques may also be employed in combination with the foregoing to further reduce the visual impacts of the garage or the garage doors. These techniques are, siting of the Residence, garage orientation to the rear of the Residence, protective overhangs, projections, special door facing materials, color, door design, and/or landscape screening.
- 8.2.5 No Residence or any other structure shall exceed thirty-five (35) feet in height measured from average grade from primary four corners of the Residence, to the highest point of the roof.
- 8.2.6 All Residences shall be constructed of manufactured brick, brick veneer, stone, cultured stone, manufactured block, natural wood siding, pressed

hardboard lap siding, stucco, or a combination of these materials.

Unfinished cement block is prohibited. All exterior walls shall contain at least 60% brick, stone, or stucco material with such percent determined by measuring each exterior wall individually, and not determined by an average of all the walls.

- 8.2.7** All metal flashings, vents, gutters, downspouts, wires, or pipes must be matched to the roof or wall color.
- 8.2.8** Concrete tile roofs are encouraged and preferred over asphalt shingle roofs.
- 8.2.9** Reflective house sidings or other exterior materials deemed reflective by the DRC are prohibited.
- 8.2.10** Roof design must be pitched a minimum 5:12 on 75% of the house roof, unless an exception is approved by the DRC.
- 8.2.11** Windows are a key design element and should be placed in a manner that will complement the overall design. The use of exterior clad (aluminum or vinyl) wood windows is encouraged. All windows shall have standard or non-reflective glazing. Mirrored glazing and reflective films are prohibited, unless the windows do not appear reflective from the outside.
- 8.2.12** A subsoil investigation performed by a soil-testing laboratory under supervision of a licensed Engineer is required for each area of residential construction to determine soil-bearing conditions for foundation design. The design of each Residence foundation shall be based on the subsoil investigation and shall be prepared by a licensed Engineer.
- 8.2.13** Exterior paints, stains and dyes shall be colors known as earth shades, which include light sand to dark brown, light green to dark green or natural wood. Any variations must be approved by the DRC. No bright or garish colors shall be permitted on the exterior of any structure in the Subdivision.
- 8.2.14** No structure shall be located on any Lot which shall be nearer than fifty (50) feet to any Lot line, or seventy-five (75) feet from the outer limit of the drainage easement of the major arroyo present between Lots 3 and 4 in the Subdivision, and fifty (50) feet from the outer limit of the drainage easement for every other arroyo. For the purposes of this Declaration, eaves, steps and porches shall be considered part of the structure, but decks are not to be so considered. To the extent any Mesa County setback requirements are more restrictive than these restrictions, the Mesa County setback requirements shall apply.
- 8.2.15** Easements for the installation and maintenance of utilities and drainage channels shall be as indicated on the plat of each Lot. Within such easements, no structure of a permanent nature, tree, fence or shrub shall be placed which may damage or interfere with the installation, maintenance or use of utilities, irrigation water, or the drainage channel.

**ARTICLE 9  
DESIGN REVIEW COMMITTEE**

**Section 9.1**            Composition of Committee. The Design Review Committee ("DRC") shall consist of three (3) or more persons appointed by the Board of Directors of the Association; provided, however, that until such time that the Declarant owns less than four (4) Lots within the Subdivision or until three (3) years after the date of recording of this Declaration in the office of the Clerk and Recorder of Mesa County, Colorado, whichever occurs earliest, Declarant shall appoint the DRC. A majority of the Committee may, from time to time, designate a representative to act for it. The power of the Declarant to "appoint," as provided herein, shall include without limitation the power to: initially constitute the membership of the DRC, appoint member(s) to the DRC upon the occurrence of any vacancy therein, or remove any member of the DRC for whatever reason, with or without cause, at any time, and appoint the successor thereof; and each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the Declarant. The DRC shall have the right to adopt Architectural Control Guidelines from time to time to assist owners in applying for DRC approval.

**Section 9.2**            Prior Approval. No buildings or exterior improvements of any kind, including (without limitation) driveways leading to the various structures within the Subdivision shall be constructed, remodeled or altered in any fashion on any lands within the Subdivision, nor may any vegetation be altered or destroyed, nor any landscaping performed unless two (2) complete sets of plans and specifications for such construction or alteration or landscaping are submitted to and approved by the DRC prior to the commencement of such work. All applications shall be submitted to the DRC in writing. If the DRC fails to take any action within thirty days after complete architectural plans and specifications for such work have been submitted to it, then all of such submitted plans and specifications shall be deemed to be approved. The DRC may adopt rules and regulations for processing of such applications, including a reasonable processing fee.

**Section 9.3**            Preliminary Concept Drawings. It is strongly recommended that preliminary concept drawings, including semi-custom design plans and custom architecturally designed plans, be submitted to the DRC as soon as they have been developed by the Owner. This will minimize the potential of an Owner investing significant efforts and funds into the final design of a plan that may not be approved. The submission of preliminary concept drawings is not required. If preliminary concept drawings are submitted to the DRC, all plans and specifications required under Section 9.4 herein still have to be submitted. The time period set forth in Section 9.8 herein does not begin upon the submission of preliminary concept drawings to the DRC.

**Section 9.4**            Plans. Plans and specifications submitted hereunder shall show the nature, kind, shape, height, materials, floor plans, location, exterior color scheme, alterations, grading, drainage, erosion control and all other matters necessary for the DRC to properly consider and make a determination thereon. It is strongly recommended that all plans, including semi-custom design plans and custom architecturally designed plans, be submitted as preliminary concept drawings to the DRC as soon as they have been

developed by the Owner. This will minimize the potential of an Owner investing significant efforts and funds into the final design of a plan that may not be approved. Submittals shall include a minimum of:

- 1" = 10' scale site plan showing property boundaries, setbacks, building envelope, principal and accessory buildings, driveway location and width, surface drainage and fencing.
- Building elevations (four views) and floor plans.
- Engineered foundation plans by a Colorado licensed professional engineer.
- Samples of roof and external materials along with field, trim and accent colors for principal and accessory buildings.
- Landscape plans shall be in a 1" = 10' scale showing the location, quantity and types of all plantings, including trees, shrubs, bushes and grass, fencing, drainage, irrigation and other site improvements, and all other features reasonable or necessary to explain any feature or component of the Improvement shall be submitted in accordance with Section 7.20.1, herein, to enable the DRC to properly consider and determine its approval or disapproval of such plans.

Duplicate copies of plans and specifications relating to an Improvement shall be submitted to the DRC for review and final approval, whether or not such plans have been first submitted to the DRC as preliminary concept drawings. Plans shall contain, without limitation, plot plans showing layout, including setbacks, flow, and manner of surface drainage, finish and natural grade elevations, floor plans showing overall dimensions, roof plans showing pitch, roof materials, color, exterior elevations, showing doors, windows, and exterior materials and colors. The DRC shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required by it under this Declaration.

**Section 9.5**            Variance. Where circumstances such as topography, location of trees, brush, rock outcroppings, area aesthetic considerations, or other matters require or allow, an Owner may make application to the DRC for reasonable variance from any provision of the Declaration, including required sizes of structures, setback or side yard requirements, on such terms and conditions as it shall require. The application must reference the specific provision for which the variance is requested and demonstrate either a hardship or condition of the variance that would meet or exceed the design intent of the Declaration. It is in the sole discretion of the DRC to deny, modify, or approve any variance applications, and any approval for a variance must be by unanimous vote of all members of the DRC. Any failure to approve a variance request shall be deemed to be a denial. Opinions of adjoining property owners shall be considered in any such decisions. Any setback variance shall also require the approval of Mesa County.

**Section 9.6**            Matters Considered. The DRC shall exercise its best judgment to see that all improvements, structures, landscaping and all alterations on the land within the Subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siding, height, topography, grade, drainage, erosion control and finished ground elevations. In addition to reviewing all

technical aspects of the plans and specifications, the DRC shall consider the aesthetic and functional design, appearance, and impact of any Improvement, including, but not limited to the following:

- 9.6.1 The overall nature and character of the site and appearances of structures, including orientation with regard to sun, wind, view, and privacy, and the consistent quality use of exterior materials;
- 9.6.2 The harmony of all Improvements and landscaping, including alterations thereof, with natural surroundings and existing Improvements, considering external design, materials, color, siding, height, topography, foliage, grading, and finish and ground elevation. The use of earthen tones is recommended and encouraged and the use of bright colors is not permitted;
- 9.6.3 The blending of patio structures, such that they will complement appurtenant structures; aluminium or plastic patio roofing material is prohibited;
- 9.6.4 The use of plantings and ornamental shrubbery complementary to the residential character of the Subdivision.
- 9.6.5 All Lot height restrictions will be on a Lot by Lot review basis, in an effort to avoid hindering the view from an adjacent Lot or Lots.

**Section 9.7**            Completion of Plans. After approval of any plan by the DRC, the same shall be completed with due diligence in conformity with conditions of approval, if any. Failure to adhere to any term of approval shall operate automatically to revoke such approval, and the DRC may require the property to be restored as nearly as possible to its previous state. The time for completion of any work may be extended by the DRC, and any such request must be submitted to the DRC in writing for consideration.

**Section 9.8**            Procedures.

- 9.8.1 The DRC shall approve or disapprove in writing all Plans, including requests for variances, within thirty (30) days after submission. If the DRC fails to approve or disapprove Plans within such 30-day period, the proposed Improvement shall be deemed approved. A majority vote of all the members of the DRC shall be required for the approval or disapproval of the Plans for any proposed Improvement.
- 9.8.2 In the event the DRC deems it reasonably necessary to consult with an architect, engineer, or other entity or person for advice concerning the consideration of a submitted plan, the DRC shall so advise the applicant. The applicant may submit additional information to address the DRC's need for more information. The applicant may also authorize that the DRC initiate such consultation directly, and in such case, the applicant agrees to pay all costs associated with such consultation. Failure to reasonably provide the additional information, or to authorize and pay for needed

professional consultation, shall deem the applicant's plans and specifications incomplete, and therefore not subject to review by the DRC.

**9.8.3** For the purposes of DRC approval of plans, only those submissions that are complete and contain all the information required in this Article 9, including Section 9.8.2, will be subject to the thirty (30) day approval period. A submission that does not contain all of the information required in this Article 9, including Section 9.8.2, shall be deemed an incomplete submission and the 30 day period will not commence until the required plans have been submitted.

**Section 9.9** Vote and Appeal. A majority vote of the DRC is required to approve a request for architectural approval pursuant to this Article. An Owner may appeal the decision of the DRC to the Board of Directors if the Board is composed of different members than the DRC, and, in such event, the decision of the Board shall be final.

**Section 9.10** Records. The DRC shall maintain written records of all applications submitted to it and all actions taken by it thereon, and such records shall be available to Members for inspection at reasonable hours of the business day. Such records are maintained by the DRC for five years after the last residence is built on a Lot.

**Section 9.11** Waivers. The approval or consent of the DRC to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee as to any application or other matters whatsoever subsequently or additionally submitted for approval or consent hereunder.

## ARTICLE 10 LIMITATION OF LIABILITY; INDEMNIFICATION

**Section 10.1** Liability. The DRC, the Developer, or any owner shall not be liable in damages to any person, corporation or association submitting any plans and specifications or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such plans and specifications. Any owner submitting or causing to be submitted any plans and specifications to the DRC agrees and covenants that he will not bring any action or suit to recover damages against the DRC, the Developer or any owner collectively, its members individually or its advisors, employees or agents.

**Section 10.2** Indemnification of Officers and Board Members. The Association shall indemnify and hold harmless any member of the Board, the DRC, any officer of the Association or any agent or employee of the Association to the fullest extent of the law, including by way of example only, from any and all costs, damages, charges, liabilities, obligations, fines, penalties and claims, demands, or judgments and any and all expenses, including, without limitation, attorney's fees, incurred in the defense or settlement of any action arising out of or claimed on account of any act, omission, error or negligence of such person or of the Association, the Board, the DRC or any committee of the

Association, provided that such person has acted in good faith and without willful or intentional misconduct.

**ARTICLE 11  
GENERAL PROVISIONS**

**Section 11.1**        Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, Bylaws or Rules and Regulations of the Association, as amended, shall be by any proceeding at law or in equity against any person or persons, including without limitation the Association, violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of the aforesaid documents in any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. 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 11.2**        Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

**Section 11.3**        Easements. Easements for the installation and maintenance of utilities, signage, irrigation and drainage facilities are reserved as shown on the recorded plat of the Subdivision, or any portion thereof, or other duly recorded instrument(s). Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. Declarant hereby reserves the right to enter upon the Subdivision to correct any flow of water and to establish and re-establish drainage channels.

**Section 11.4**        Conflict of Provisions. In case of any conflict between this Declaration and the Bylaws of the Association, this Declaration shall control.

**Section 11.5**        Street Lighting. Unless street lighting and the cost thereof is provided by the community in which jurisdiction this subdivision is situated, all Lots shall be subject to and bound by Grand Valley Power tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

**Section 11.6**            Duration, Revocation, and Amendment.

**11.6.1** Each and every provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. Except as provided in subsections 11.6.2 and 11.6.3 of this Section 11.6, this Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by any instrument approved in writing by not less than sixty-seven percent (67%) of the Members. Such amendment shall be effective when duly recorded in Mesa County, Colorado.

**11.6.2** If Declarant shall determine that any amendments to this Declaration or any amendments to the Bylaws of the Association shall be necessary in order for existing or future mortgages, deeds of trust or other security instruments to be acceptable to any of the Agencies, Declarant shall have and is hereby specifically granted the right and power to make and execute any such amendments without obtaining the approval of any Owners or First Mortgagees. Each such amendment of this Declaration or of the Bylaws shall be made, if at all, by Declarant prior to termination of the Declarant's control of the Association.

**11.6.3** Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration or the Bylaws of the Association at any time prior to the termination of Declarant's control of the Association for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of any such document.

**11.6.4** Pursuant to §38-33.3-217(7), C.R.S., the Board has the right to petition the Mesa County District Court for amendments to this Declaration under certain circumstances.

**Section 11.7**            Termination. Termination of the Declaration and the common interest community shall only take place in accordance with C.R.S. Section 38-33.3-218, as amended from time to time provided, however, that no such termination shall occur except upon a vote of eighty percent (80%) of the Association.

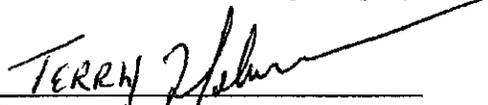
**Section 11.8**            Rights of Declarant Incident to Construction. An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress and egress over, in, upon, under, and across any common elements, including but not limited to the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's or its designees' construction in the Subdivision; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use,

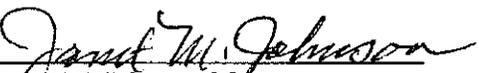
enjoyment, or access by any Owner, his family members, guests, or invitees, to or of that Owner's Lot. Declarant, for itself and its successors and assigns, hereby retains a right to store construction materials on Lots owned by Declarant and to make such other use thereof as may be reasonably necessary or incidental for the purpose of the completion or improvement of the Subdivision, the performance of Declarant's obligations hereunder, and the sale of the Lots. Any special Declarant rights created or reserved under this Article or elsewhere in this Declaration for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the office of the Clerk and Recorder for the County of Mesa. Such instrument shall be executed by Declarant and its transferee.

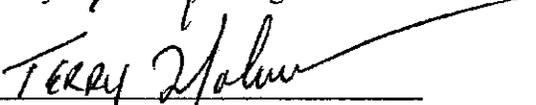
**Section 11.9**      Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. However, if any Owner fails to so notify the Association of a registered address, then any notice or demand may be sent to such Owner at the address of such Owner's Lot. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, c/o James E. Majors, Law Office of James E. Majors, PC, 137 North Peach Street, Fruita, Colorado 81521, until such address is changed by the Association.

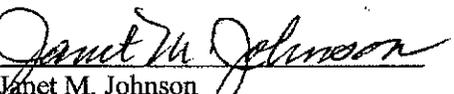
IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal as of the day and year first above written.

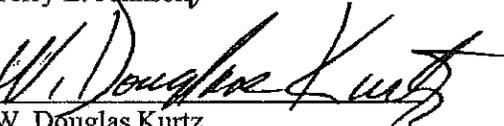
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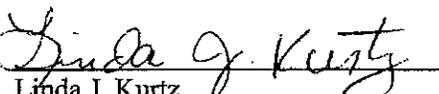
  
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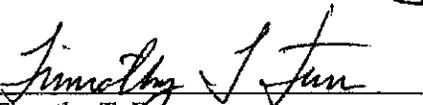
  
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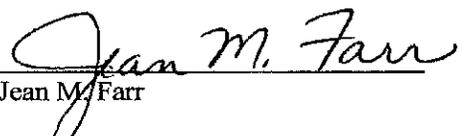
  
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Jean M. Farr

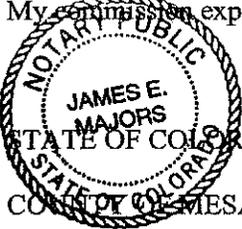
STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )



The foregoing instrument was acknowledged before me this 15 day of December 2004, by Janet M. Johnson and Terry L. Johnson, Managers of Jantarc's Wedding Canyon Estates, LLC, a Colorado limited liability company.  
WITNESS my hand and official seal.  
My commission expires: 09/08/2006.

*[Signature]*  
\_\_\_\_\_  
Notary Public

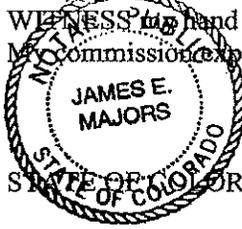
The foregoing instrument was acknowledged before me this 15 day of December, 2004, by JANET M. JOHNSON and TERRY L. JOHNSON.  
WITNESS my hand and official seal.  
My commission expires: 09/08/2006.



STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

*[Signature]*  
\_\_\_\_\_  
Notary Public

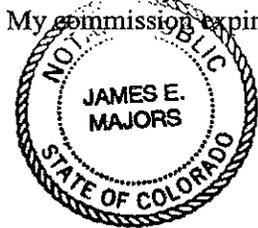
The foregoing instrument was acknowledged before me this 15 day of December, 2004, by W. DOUGLAS KURTZ and LINDA J. KURTZ.  
WITNESS my hand and official seal.  
My commission expires: 09/08/2006.



STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

*[Signature]*  
\_\_\_\_\_  
Notary Public

The foregoing instrument was acknowledged before me this 15 day of December, 2004, by TIMOTHY T. FARR and JEAN M. FARR.  
WITNESS my hand and official seal.  
My commission expires: 09/08/2006.



*[Signature]*  
\_\_\_\_\_  
Notary Public

