

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS
ORIGINALLY RECORDED February 8, 2020, at Reception # 2912552 and further:

A

ARTICLE IX

ARCHITECTURAL CONTROL, BUILDING AND USE RESTRICTIONS

**SECTION 17. EASEMENTS., AS RECORDED June 22, 2023, RECEPTION NO. 3067194, MESA
COUNTY CLERK AND RECORDED BY MAXWELL FORREST SNEDDON, AKA MAXWELL F.
SNEDDON, MEMBER, AND HEREAFTER REFERRED TO AS "DECLARANT":**

**Amendment shall ONLY effect those single This family residential lots in Filing No. 3 of Arran
Estates Subdivision, a replat of lot 101, Arran Estates subdivision, Filing No. 2 known as Lot 45,
Lot 49, and Lot 50.**

The easement to Grand Valley Drainage, as a Maintenance Easement and recorded January 8,
2020, at Reception No. 2909324, Mesa County Colorado, specifically, LOT # 45, LOT # 49 and LOT
#50 OF FILING NO. 3, ARRAN ESTATES SUBDIVISION, A REPLAT OF LOT 101, ARRAN ESTATES
SUBDIVISION, FILING NO. 2. An easement encompassing the Western Boundary of the Lot
Boundary of **LOT # 45, LOT 49 AND LOT 50**, as described above, does **not** prohibit any owner of the
aforementioned Lots from placing a fence, storage unit (building) storage of any kind or landscaping
on or across the easement as granted the Grand Valley Drainage District. Further, any such fencing,
storage unit (building) storage of any kind or landscaping on or across the easement must **not** be of
a permanent nature, and as with any/all easements granted for Arran Estates Subdivision, Filings
No. 1, 2 and 3, owner any lot within the development shall forever grant access to any public utility
easement on or across any owners' lot (s) for maintenance access.

2/19/24
Date:

Maxwell Forrest Sneddon

MAXWELL FORREST SNEDDON, AKA, MAXWELL F. SNEDDON, MEMBER, DECLARANT

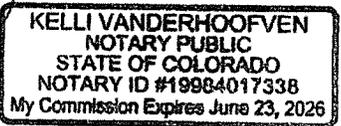
Subscribed and sworn before me this 20 day of February 2024.

Maxwell Forrest Sneddon, AKA Maxwell F. Sneddon, Member, Declarant

State of Colorado, County of Mesa

Kelli Vanderhoofven
Notary Public

My Commission Expires: 6/23/2026



County of Mesa

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, TO BECOME EFFECTIVE UPON THE RECORDATION DATE HEREOF, IS MADE BY, SNEDDON BUILT, LLC, MAXWELL FORREST SNEDDON, AS MANAGER, HEREINAFTER REFERRED TO AS "DECLARANT".

RECITALS:

WHEREAS, the undersigned, is the owner of certain property in the City of Grand Junction, County of Mesa, State of Colorado, which is more particularly described as follows:

ARRAN ESTATES SUBDIVISION, a replat of Lot 2 Marchun Farms Simple Subdivision in the NW ¼ Section 5 Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado.

Now known as all the Lots within the Subdivision named ARRAN ESTATES SUBDIVISION, a planned Residential Community with a maximum of 52 single family residential lots and to include all future filings of Arran Estates Subdivision.

NOW THEREFORE, the undersigned hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each other, thereof, in accordance with and pursuant to the Colorado Common Interest Ownership Act, 38-33.3 101et.seq.C.R.S., each and all of which is and or for the benefit of said Property and each Owner thereof. Declarant agrees and declares that the Property is a planned community as defined in CCIOA which shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the following limitations, restrictions, easements, covenants, conditions, reservations liens and charges described in this Declaration, all of which are declared and agreed to be in furtherance of a general plan for the improvement and development of the Property. All the limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land and be binding upon to the benefit of all parties having or acquiring any right, title or interest in the Property or any part of it. The successors in interest of such parties and are imposed upon the Property and every part of it as equitable servitudes that may be enforced by Declarant, its successors and assigns. Each Owner, his or her successors and assigns or by the Association, its successors and assigns.

Declarant has deemed it desirable for the preservation of values and amenities in said Community, to create an agency with the power of maintaining and administering and enforcing

the covenants and restrictions and collecting, and disbursing the assessments and charges hereinafter created; and Declarant will convey the Property subject to the protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

Declarant, hereby declares the following:

- A. **Tract A and Tract B.** Tract A and Tract B, Retention Pond Operation and Maintenance shall be the responsibility of the Arran Estates Homeowners Association. Tract A and Tract B are as shown on the Plat for Arran Estate Subdivision. Said Plat recorded at the office for public records for Mesa County, Colorado.
- B. **Tract C.** Tract C. Pedestrian Path and Drainage System maintenance and operation shall be the responsibility of the Arran Estates Homeowners Association. Tract C is shown on the Plat for Arran Estates Subdivision. Said Plat recorded at the office for public records, Mesa County, Colorado.

ARTICLE I
Definitions

Section 1. Association: Shall mean and refer to Arran Estates Homeowners Association, Inc., its successors and assigns, a nonprofit corporation incorporated under Colorado law.

Section 2. Irrigation System: Shall mean the easements and improvements installed therein to permit delivery of irrigation water to a Lot. The said Irrigation Water is appurtenant to the land.

Section 3. Common Area: Shall mean any and all real Property and the improvements and fixtures on it owned, leased or controlled by the Association for the common use and enjoyment of Members, including but not limited to, any irrigation facilities, detention areas, pedestrian path(s) landscaping, street or lighting fixture owned or controlled by the Association, as well as signage on any Common Area or for the general benefit of the Subdivision or Owners, whether or not located on the real Property owned or leased by the Association. The Common Area, if any, shall be shown on the recorded plat of the Property and described on the Plat.

Section 4. Common Expenses: Shall mean and include all expenses declared to be Common Expenses by this Declaration, any supplemental declaration or by the By-Laws of the Association; all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Area; insurance premiums for the insurance carried by the Board of Directors or insuring Common Areas and all expenses lawfully determined to be common expenses by the Board of Directors.

Section 5. Conveyance: Shall mean and refer to the transfer of a fee simple title by deed or contract to otherwise of any part of the Property.

Section 6. Declaration: Shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the office of Mesa County Clerk and Recorder, State of Colorado.

Section 7. Declarant: Shall mean and refer to Sneddon Built, LLC, its successors and assigns designated, in writing, to be the successor of Declarant, subject to any limitation on the transfer of Special Declarant Rights that may be contained in this Declaration, CCIOA or other applicable law.

Section 8. By-Laws: Shall mean and refer the By-Laws that were adopted by the Association and as amended from time to time.

Section 9. Board of Directors: The Board of Directors of the Association, duly elected, pursuant to the By-Laws of the Association or appointed Declarant or Assigns, therein provided

Section 10. Architectural Control Committee: Shall mean and refer to the committee appointed by the Board of Directors of Arran Estates Homeowners Association, for the control of architectural style and construction within the Property.

Section 11. Irrigation Facilities: Shall mean and refer to all improvements, equipment, facilities and other real and personal property owned, operated or maintained by the Association for the purpose of delivery water to the Lots and Common Area for irrigation purposes and shall include, but not be limited to, all pumps, pipes, pipelines, risers, connectors controls, siphons, filters, valves and related parts and materials located in, under or upon easements within the Subdivision or elsewhere within the Subdivision. Irrigation Facilities shall not include the "stub out" or "lateral" pipelines that extend beyond the exterior of the irrigation and maintenance easement or street as the case maybe within the Subdivision and into a Lot.

Section 12. Limited Common Area: Shall mean and refer to those parts of the Common Area, if any, that are either limited or reserved in this Declaration, on the Plat, or by action of the Association, for the common use of more than one (1) but fewer than all Owners.

Section 13. Lot: Shall mean and refer to each numbered Lot of the Property described on the Plat as recorded and amended. Boundaries of a Lot shall be shown and defined on the Plat.

Section 14. Plat: Shall mean and refer to Arran Estate Subdivision pursuant to the requirements of CCIOA.

Section 15. Member: Shall mean and refer to every person or entity that holds a membership in the Association.

Section 16. Owner: Shall mean and refer to Declarant and to any other person or entity holding a fee simple ownership interest in any Lot that is part of the Property, including contract purchasers and lessees with enforceable options to purchase, but excluding mortgagees (unless and until a mortgagee acquires record fee ownership) and those having such interest merely as security for the performance of an obligation.

Section 17. Property: Shall mean and refer to that certain Real property in Mesa County, Colorado, described on the Plat, together with such additions, if any, as may subsequently be brought within the jurisdiction of the Association by expansion or amendment of this Declaration (by exercise of Special Declarant Rights or otherwise).

Section 18. Residence: Shall mean and refer to the single-family dwelling improvements (including garage but excluding any outbuildings) located on a Lot.

Section 19. Special Declarant Rights: Shall mean and refer to the development and other rights expressly reserved for the benefit of the Declarant in accordance with the terms and conditions in this Declaration.

Section 20. Easements: Shall mean as those described with the recorded plat for Arran Estates Subdivision and any/all future filings of Arran Estates Subdivision.

Section 21. Subdivision: all the Property, and improvements thereon, subject to this Declaration or any amendment to this Declaration.

Section 22. CCIOA. Shall mean and refer to the Colorado Common Interest Ownership Act, presently identified at C.R.S. 38-33.3-101, et seq, as it may subsequently be amended from time to time. Therefore, Declarant covenants, agrees and declares that the property is a planned community, as defined in CCIOA, which shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following limitation, restrictions, easements, covenants, conditions, reservations, liens and charges described in this Declaration, all of which are declared and agreed to be in furtherance of a general plan for the improvements and development of the Property. All of the limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding upon and inure to the benefit of all parties having or acquiring an right, title, or interest in the Property or any part of it, and the successors in interest of such parties and are imposed upon the Property and every part of it as equitable servitudes that may be enforced by Declarant, its successors and assigns, each Owner, his or her successors and assigns, or by the Association, its successors or assigns.

ARTICLE II

Scope of Declaration and Rights Reserved by Declarant

Section 1. Property Subject to Declaration. Declarant, as the Owner of fee simple title to the Property, expressly intends to, and by recording this Declaration, does hereby subject the Property to the provisions of this Declaration.

Section 2. Conveyances Subject to Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted; created, reserved or declared by this Declarant shall be deemed to be covenants appurtenant to and running with the land, and shall at all times inure to the benefit of and binding on any person leaving at any time any interest or estate to the Property, and their respective heirs, successors, representatives or assigns. This recording of this Declaration shall be enough to create and reserve on the Property all the easements, restrictions, conditions, covenants, or declared herein. Each Owner, by the acceptance of a deed or other conveyance vesting him an interest in a Lot or Lots, consents to notices from the Association to be sent by regular mail to the person(s) shown as the Owner of such Lot or Lots, at the last address shown on the books and records of the Association.

Section 3. Future Development Rights. Sneddon Built LLC is the owner of certain property in the City of Grand Junction, County of Mesa, State of Colorado, which is more particularly described as Arran Estates Subdivision. Future filing(s) in Arran Estates Subdivision may include single family residential lots as per the Preliminary Plan to be approved by the City of Grand Junction, County of Mesa, State of Colorado.

ARTICLE III

The Association Membership and Voting Rights

Section 1. Purposes and Powers. The Association shall be a corporation organized pursuant to the Colorado Nonprofit Corporation Act, section 7-20-101, et. sec, C.R.S., to be and constituted an entity for the exercise of the powers for the purposes set forth in this Declaration, including, but not limited to, the appointment and the removal of the Architectural Control Committee, the management and delivery of water, the repair and maintenance of irrigation ditches, common spaces, the levy and collection of assessments, the enforcement of the covenants, conditions and restrictions set forth in this Declaration and such rules and regulations as may be adopted by the Board, and to otherwise exercise such other powers as we set forth in this Declaration, or reasonably to fulfill its objections and purposes.

Section 2. Membership. Every Owner of a Lot, or Lots, shall be a member of the Association by acceptance of a deed. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Every Owner shall be required to be a Member of the Association, subject to voting rights provisions of this Declarant. No person or entity, other than an Owner of one or more Lots, may be a Member of the Association. No Owner shall be entitled to sever his or her ownership interest in a Lot from Membership in the Association, provided that, this not to be construed as precluding the Owner of a Lot creating or severing a co-tenancy.

Section 3. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A member shall be all Owners except for the Declarant, or any Assigns, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, or Assigns, and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B Membership or;

- B. Should the above event, listed in part (A) of this section not occur prior to December 31st, 2035, all Class B membership will convert to Class A on that date.

Section 4. No Cumulative Voting. In the election of Directors, for the Association, cumulative voting shall not be allowed.

Section 5. Membership Appurtenant. By accepting a deed on a Lot or other conveyance, the acceptance which would render the holder an Owner, Membership in the Association may not be transferred, except in connection with the transfer of ownership of a Lot and shall be automatically transferred by conveyance of a Lot without additional action documentation.

Section 5. Indemnification of Officers and Directors. Neither the Association, any member of the Board of Directors, any officer of the Association or any agent or employee of the Association, shall be liable to any other or any other person or entity for any action or any failure to act with respect to any matter, if the action taken or failure to act was in good faith and without willful or intentional misconduct. The Association shall indemnify and hold harmless any member of the Board, any officer of the Association or any agent or employee of the Association from any and all reasonable costs, damages, charges, liabilities, attorneys' fees, incurred in defense of 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 or any committee of the Association, provided that such person has acted in good faith and without willful or intentional misconduct.

Section 6. Limitation Upon Liability of Association. The Association shall not be liable for the injury or damage caused by any latent condition of the Property or by the conduct of other Owners or persons or by casualties for which insurance pursuant to these Declarations is not required, or for which insurance is not provided by the Association.

ARTICLE IV

Management of the Association

- A. Directors of the Association. The affairs of the Association shall be managed initially, by a Board of Directors consisting of three (3) directors. Directors of the Association shall take effect when the Declarant and/or Assigns relinquishes control. Directors shall each serve a one (1) year term.
- B. Termination of Declarant. Upon termination of the Declarant control, the Owners shall elect a Board of Directors from within the Ownership of the Lots. The Board of Directors, so elected, along with officers elected, President, Vice President and Secretary Treasurer shall take office upon the termination of the Declarant control.
- C. Removal of a Board of Directors Member. All persons present and entitled to vote at any meeting of the Owners, at which a quorum is present, may elect to remove, with or without cause, a Board of Directors Member, other than a Member appointed by the Declarant.

- D. Declarant and/or Assigns Right. Declarant may voluntarily surrender the right to appoint and remove officers of the Association, and members of the Board of Directors, before termination of the period of Declarant's control; but in the event Declarant and/or Assigns, may require, for the duration of the period of Declarant's and/or Assigns control, that specified actions of the Association or the Board of Directors (as described in a recorded instrument executed by Declarant and/or Assigns) be approved by Declarant and/or Assigns before they become effective.
- E. Delivery to Association. Within sixty (60) days after the Owners, other than the Declarant and/or Assigns, elect most of the Board, Declarant shall deliver to the Association all property of the Owners and the Association held or controlled by Declarant and/or Assigns.
- F. Quorum. Quorum requirements shall be specified in the Bylaws.
- G. Authority. The Association shall have all the rights, powers and authority specified or permitted by this Declarant, the Articles of Incorporation, The Bylaws, CCIOA or any other applicable law; to the extent permitted by law.
- H. Duties and Obligations. The Association shall perform all duties and obligations specified in this Declaration, the Articles of Incorporation, Bylaws, including but not limited to, maintenance and upkeep of all Common Areas, if any. Further to promote responsible governance, the Association shall adopt rule and regulations concerning the investment of reserve funds, the procedure for the adoption and amendment of policies, procedure and rules, and the procedure for addressing disputes arising between the Association and Owners.
- I. Actions Against Owner. The Association may take judicial action against an Owner to enforce compliance with any provision of this Declaration, obtain mandatory or injunctive relief or damages for noncompliance, and may exercise any other right or remedy of enforcement of this Declaration permitted bylaw; provided, however, that the parties shall first proceed in good faith to submit the matter to mediation. The mediator cannot impose a binding decision. The parties to the dispute must agree before any settlement is binding. Within fourteen (14) days after one party notifies the other of a dispute, the parties shall jointly appoint an acceptable professional mediator. If the parties cannot agree on a mediator, each party shall select a professional mediator whose sole purpose shall be to select a third professional mediator who shall mediate the dispute. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty (30) days after the date the mediator is selected. If the dispute is settled through the mediator, the parties shall share equally in the mediation costs and shall pay their own attorney fees, if any. If the dispute is not settled by mediation and proceeds to litigation, the losing party in the litigation shall pay the prevailing party's portion of the mediation costs and its attorney fees, if any.

- J. Conveyance of Encumbrance. The Association shall have the right to encumber, dedicate or convey all or any part of any Common Area or the Association interest in Association Water or any other Association asset. No such encumbrance, dedication or conveyance shall be effective unless an instrument signed by 67% of the Members, entitled to vote, agreeing to such encumbrance, dedication or transfer has been recorded in the real property records of Mesa County, Colorado. Any instruments required may be signed in counterparts that shall together constitute a single agreement.
- K. Rules and Regulations. The Association shall have right to adopt uniform rules and regulations pertaining to the use and enjoyment of any Common Area.
- L. Member Suspension. The right of the Association to suspend a Member's voting rights, Common Area, of any, use, and/or any benefits of membership in the Association, including the use of Association Water, for any period during which any Assessment against such Member's Lot(s) remains unpaid and delinquent.
- M. Maintenance. The Association shall maintain any Common Areas and all facilities thereon/therein, including but not limited to all storm water detention/drainage features and facilities and landscaping.
- N. Owner's Negligence. In the event that the need for maintenance, repair or replacement, reconstruction or reconfiguration of any Common Area, or any other Common Expense, is caused by the willful or negligent act or omission of any Owner, or by willful or negligent act or omission of any family or household member, guest or invitee of such Owner, such expense and all related fees, costs and expenses of or to the Association shall be the personal obligation of such Owner and that Owner's Lot(s). Negligence or the willful act or omission of any Owner or family member or household member, guest or invitee of such Owner, and the amount of the Owner's liability therefor, shall be determined by the Board of Directors, at an informal hearing after notice to the Owner, provided that any such determination that assigns liability to any Owner may be appealed by such Owner to a court of law.
- O. Leases. The term "lease" as used in this Declaration, shall include any agreement for the leasing or rental of a Lot, or any portion of it. Any Owner shall have the right to lease his or her Lot under the following conditions:
 - 1. All leases shall be in writing.
 - 2. All leases and the lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation, Bylaws, and rules and regulations of the Association. The lessee's failure to comply with any of these documents, in any respect, shall be a default under the lease.

ARTICLE V
Insurance

Section 1. Association Insurance. The Association shall be empowered to obtain and maintain the following insurance as far as such insurance coverage is obtainable:

- A. Insurance coverage upon all Property owned or leased by the Association.
- B. Insurance coverage against loss or damage by irrigation water.
- C. Comprehensive liability insurance insuring the Association, the Board of Directors, Managers and agents in connection with their duties.
- D. Such other insurance as the Board may deem desirable for the benefit of the Owners or the Association.

ARTICLE VI

Covenant for Maintenance/Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. The undersigned, for each Lot owned within the Property and each Lot hereafter made subject thereto, hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay the Association the annual and special assessments, together with any interest, cost, reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of each property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless they are expressly assumed by them.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for defraying costs of irrigation water, maintenance of irrigation ditches, facilities and improvements, common area maintenance and repair, and if any, maintenance of fencing and landscaping. The assessments shall include Arran Estates, Filing No. 1 and subsequent filings for Arran Estates.

Section 3. Regular Assessments. At least thirty (30) days prior to the commencement of each fiscal year, the Board shall estimate the cost and expenses to be incurred by the Association during such fiscal year. The sum or net estimate so determined shall be assessed to the Owners as an operation and maintenance assessment by dividing the total estimate by the total number of Lots within Arran Estates. Assessments shall be paid in a single annual installment due on or before thirty (30) days following the notice of assessment given to the Owner of each Lot by regular mail according to the address of such Owner shown on the records of the Association. Assessments not paid in full when due, shall be delinquent and shall accrue interest upon the delinquent amount at a rate of interest to be determined by the Board of Directors, not to exceed twenty-one percent per year (21%).

Section 4. Special Assessments. If at any time during the fiscal year, the regular assessment proves to be inadequate, for any reason, including non-payment of any Owner's share, thereof, the Board of Directors may levy a further assessment in the amount of such actual or estimated inadequacy. The special assessment shall be assessed to the Owners by dividing the total

amount of the estimate by the number of Lots in the Subdivision and assessing the resulting amount to the Owner of each lot. Such assessment shall be paid in installments or a lump sum as the Board of Directors shall determine.

Section 5. Capital Improvements. In addition to the regular and special assessments, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or part, of the cost of any capital improvements to the irrigation ditches, irrigation facilities or improvements, provided that such assessment shall have the consent of sixty-seven percent (67%) of the votes of each class of Members of the Association subject to such assessments.

Section 6. Enforcement. In the event any assessment is not paid when due, the Association may enforce payment of such obligation by any or all the following remedies:

- A. For any assessment payable in installments, the Association may elect to accelerate and declare immediately due and payable the remaining balance of such assessment.
- B. The Association may bring a suit at law to collect the delinquent assessments, including any accelerated assessment. Any judgement rendered in such action shall include a sum for costs of suit, including reasonable attorney's fees.
- C. All delinquent assessments shall constitute a lien on the delinquent Owner's Lot from the date of delinquency, which shall remain a lien on the Lot until paid. At any time following delinquency in the payment of any assessment, the Board of Directors may prepare and record in the Mesa County Clerk and Recorder's office a certificate claiming and giving public notice of such lien, which certificate shall state the name, address of the delinquent owner, the legal description of the Lot subject to the lien, the amount claimed due, and the claim of lien is made pursuant to this Declaration. The lien created hereunder may be foreclosed in the manner provided by Colorado law foreclosure of judgement liens upon real property. Nothing contained herein, however, shall be or constitute a limitation upon any other foreclosure remedy, whether pursuant to statute or in equity, available to the Association.
- D. The lien for assessments provided in this section shall be subordinate to the lien of any first mortgage deed of trust or perfected tax lien. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado. The lien for assessments shall remain in full force and effect, notwithstanding the sale or transfer of any Lot nor shall any such transfer extinguish the lien for such assessment for payments which become due prior to such sale or transfer. No sale, transfer or foreclosure proceeding brought by the holder of any first deed of trust or mortgage shall extinguish the personal obligation of the Owner for delinquent and unpaid assessments.
- E. The Association may refuse to deliver water to the Owner's Lot whose assessment is delinquent.
- F. The Association may suspend the voting rights of an Owner for the period during which any assessment against the Owner's Lot remains unpaid.

- G. The Association may prevent the use of any Common space by an Owner whose assessment is unpaid.

Section 7. Professional Association Management. The Association may utilize professional management in performing its duties. Any agreement for professional management of the Association's business, or any contract providing for the services of Declarant, shall have a maximum term of two (2) years, and shall provide termination by either party to it, with or without cause and without payment of a termination fee upon thirty (30) days written notice. Any contracts, licenses or leases entered by the Association, while the Declarant controls the Association, shall provide for termination by either party to it, with or without cause and without payment of a termination fee, at any time after termination upon thirty (30) days written notice.

Section 8. Public Disclosures after Declarant Control. Within ninety (90) days after assuming control from Declarant, the Association shall make the following information available to Owners by posting on an internet web page, maintaining a literature table or binder at the Association's principal place of business, or my mail, personal delivery or email:

- A. The name of the Association.
- B. The name of the Association's designated agent or management company, if any.
- C. A valid physical address and telephone number for both the Association and the designated agent or management company, if any.
- D. The initial date of recoding of the Declaration.
- E. The reception number and/or book and page for the main document that constitutes the Declaration.
- F. The date on which the Association's fiscal year commences.
- G. The Association's Operating Budget for the current fiscal year.
- H. A list of Lots of the Association, current Assessments, including both Regular and Special Assessments.
- I. The Associations annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure.
- J. The results of the Association's most recent available financial audit or review.
- K. A list of all Association insurance policies, including, but not limited to, property, general liability. Association Director and Officer professional liability and fidelity, which shall include the company names, policy limits, policy deductibles, additional named insured's and expiration dates of the policies listed.
- L. The minutes of Board Member meetings for the fiscal year immediately preceding the current annual disclosure.
- M. All rules, regulations and procedures concerning the investment of reserve funds, the adoption and amendment of policies, procedures and rules, and the resolution of disputes between the Association and Owners, if any.

Section 9. Annual Public Disclosures. Within ninety (90) days after the end of each fiscal year of the Association, the Association shall make available to the Owners and to the general public.

Section 10. Owner Education. So long as required by law, the Association shall provide, or cause to be provided, education to Owners, at no cost, on at least an annual basis as to the general operations of the Association and the rights and responsibilities of Owners, the Association, the Board of Directors under Colorado law. The criteria for compliance with shall be the responsibility of the Board of Directors.

Section 11. Procedures for Owners aggrieved by the action(s) of the Association. Any Owner or Owners of a Lot may petition a ruling or action of the Association by creating a written petition and obtaining signatures supporting the petition of no less than 50% of the Owners. The Association shall call a special meeting obtaining a quorum participation level and allow the petitioner(s) to present their grievance to the Association and Owners. At such time a vote shall be called to uphold or amend the ruling or action. The petitioner(s) must obtain 67% of the vote in their favor to overturn the ruling or action.

ARTICLE VII

Property Right in the Lots and any Common Area

Section 1. Title to the Common Area, if any. When required by law, but not later than sixty (60) days after the initial sale of the last Lot that may be created in this Declaration, Declarant shall convey fee simple title to any Common area to the Association, free and clear of all liens and encumbrances, except this Declaration, then current real property taxes (prorated to the date of conveyance), and liens and encumbrances and other title exceptions of record on the date of recording of this Declaration.

Section 2. Members' Easements of Enjoyment. Every Member shall have a non-exclusive right and easement in and to the Common area, if any, including but not limited to an easement for ingress and egress over and through, any Common area. Each such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The Association shall have the right to adopt uniform rules and regulations pertaining to the use and enjoyment of any Common area.
- B. The Association may borrow money and encumber (by mortgage, deed of trust or otherwise) any Common area of a part of any Common Area, in accordance with improving any Common Area, provided any such encumbrance shall be expressly subordinate to the rights of Member.
- C. The right of the Association to suspend a Member's voting rights, an Common Area usage, and/or any benefits of membership in the Association, including the use of Association water, for any period during which any Assessment against such a Member's Lot(s) remains unpaid and delinquent, and/or while Member is in violation of this Declaration or any rules or regulations adopted by the Association, provided that any suspension of such voting rights, any Common Area use, or benefits of Membership in the Association, except, for failure to pay Assessments, shall be made only by the Association or a duly appointed committee of the Association after notice and hearing has been given and held in accordance to the Bylaws.

- D. The right of the Association to dedicate or transfer all or any part of any Common Area to a public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument in any number of counterparts, signed by Members entitled to cast 67% of the votes has been recorded. Agreeing to such dedication or transfer and provided written notice of proposed action is sent to every Member no less than thirty (30) days nor more than sixty (60) days in advance.
- E. The right of Declarant or Declarant's Assigns to enter upon any Common Area for the purposes for Construction and development of the Subdivision and for purposes of making repairs and remedying construction defects; provided such entry shall be unreasonably interfere with the use and enjoyment of any Lot upon which a Residence has been constructed, unless authorized by the Owner of the Lot.
- F. The right of the Association to close or limit the use of any Common Area while maintaining, repairing and making replacements in any Common Area.

Section 3. Delegation of Use. Any Member may delegate his or her right of enjoyment to any Common Area and Association water to his or her family members, licenses, and invitees or tenants or contract purchasers who are in possession of such Member's Lot.

Section 4. Waiver of Use. No Member may exempt himself or herself from personal liability for Assessments duly levied by the Association or release the Lot(s) owned by such Member from the liens and charges created by CCIOA or this Declaration by waiver of the use and enjoyment of any Common Area or the facilities, or by abandonment of his or her Lot.

ARTICLE VIII **Association Water**

Section 1. Management of Association Water. The Association shall have the exclusive authority to allocate, deliver, manage, control and bill the Lot Owners for the use of Association Water. Further, the Association shall have the exclusive right and authority to operate, repair and maintain the irrigation ditches and other irrigation facilities and improvements for the sole benefit of Lot Owners in the Subdivision. The Association's authority hereunder shall be sole and absolute, subject to reasonable requirements of the water provider and shall include the promulgating of rules, regulations, policies and procedures, not inconsistent with this Declaration, concerning the application and use of irrigation water, including conservation measures, to reduce peak demand and measures to allocate water among users.

Section 2. Easements for Ingress and Egress. All irrigation ditches and other irrigation facilities and improvements, if any, may be operated and maintained by the Association. Each Owner grants the Association ingress and egress in, under and upon each Owner's Lot for the purpose of operating, repairing or maintaining irrigation ditches, facilities or other improvements. No Owner shall construct, erect or maintain any improvement or structures which shall interfere with the Association's ownership, operation and maintenance of irrigation ditches and/or facilities or other improvements. The Association shall have the authority to remove or alter any

structure or improvement which shall interfere with the ownership, operation and maintenance of the irrigation ditches, facilities or improvements. The cost of such removal shall be borne by the Owner of the interfering improvement or structure.

ARTICLE IX

Architectural Control, Building and Use Restrictions

Arran Estates Subdivision shall be subject to the following architectural control, building use and restrictions:

Section 1. Use of Lots. Use of all lots is restricted to high quality, single family, detached residences with attached garages for no more than three (3) cars, subject to the terms and provisions hereof relating to Architectural Control. All residences shall have exterior materials of stucco, brick or stone with vinyl soffits eaves. Roofs shall be pitched and shingled using an asphalt composition shingle of architectural (dimensional) design. The designs of all foundations shall be engineered. All homes shall be ranch style. Prior to the start of construction, any home to be built at Arran Estates shall have the Declarant's approval and/or the Architectural Control Committee, if applicable. Builder or Owner of any Lot, prior to construction, shall submit to the Architectural Control Committee, Declarant or Declarant's assigns, the exterior elevation, front, rear and side views. Exterior color scheme for stucco, trim, stone or brick and roofing. The Declarant or assigns shall serve as the Architectural Control Committee until such time as the Class B Stock has been deleted and becomes only Class A, at which time the Architectural Control Committee shall become duly appointed by the elected Board of Directors. Lots shall be used only for residential purposes. No building should be erected, or otherwise, altered, placed or permitted to remain on any Lot except in accordance with the terms and conditions of this Declaration. The erection of more than one (1) single family Residence per Lot is prohibited. Each single-family residence may be only occupied by a single-family. A single-family is any number of persons living together as a single dwelling unit who are related by blood, marriage or adoption.

- A. Approval or denial of plans for any new home to be constructed at Arran Estates Subdivision shall be given in writing by the Architectural Control Committee, Declarant or Declarant's assigns, within fifteen (15) days after submission.
- B. No temporary building or structure of any type or kind shall be used at any anytime for a residence.
- C. The total finished living area of any residence, one level, shall be not less than 1600 square feet. The square footage is determined by outside measurements for the living area totally above ground and that garages, porches and patios are excluded from these measurements.
- D. The maximum height of a Residence, measured from the average finished grade of the Residence to the highest point of the roof, shall not exceed thirty-five (35) feet. An

open hole inspection observation by a registered professional engineer shall be performed on all Lots prior to construction of the Residence.

Section 2. Lot use and restrictions. No store, office or place of retail business of any kind shall be allowed at Aaron Estates Subdivision. In addition, there shall be no use of any Lot for a profit-based hospital, sanitarium or other place of care or treatment of the sick or disabled, physically or mentally, nor any theatre, or other place of entertainment, nor any church, club, fraternal association, or other association normally, or regularly involving the gathering of people in groups larger than the family, will be erected or permitted upon the sites. No business, of any kind or character whatever shall be conducted thereon, or in from any building thereon, except for home occupations or businesses that may be allowed by City of Grand Junction zoning regulations.

Section 3. Maintenance. Maintenance, upkeep and repairs of any residence, or other improvements, on each Lot shall be the sole responsibility of the individual Owner thereof, except for the maintenance and upkeep of grass areas and/or landscaping to the extent such responsibility is expressly assumed by the Association. The exterior of residences shall be maintained in good condition and repair.

All landscaping, steps and porches shall be aesthetically pleasing and reasonably consistent with the surrounding Lot Owners. Landscaping shall be of a type complimentary to the residential character of the Subdivision and acceptable to the Declarant, Declarant's Assigns, or the Architectural Control Committee.

All landscaping of each Lot, which will be visible from the 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 Declarant, Declarant's Assigns or Architectural Control Committee, within one hundred eighty days (180) from and after the date in which a dwelling on such Lot is occupied or permitted occupancy, whichever is earlier provided, for good cause, the Declarant, Declarant's Assign, or Architectural Control Committee may allow a Lot Owner a one-time extension of time for any additional period of ninety (90) days in which to comply with this subparagraph.

Section 4. Utilities. All utilities, fixtures and equipment installed within the perimeter of any Lot, commencing at a point where the utility lines, pipes, wires, conduits, or systems enter the perimeter Lot line, shall be maintained and kept in repair by the Lot Owner, except for the maintenance and repair of common irrigation lines and/or equipment. A Lot Owner shall do no act, or any other work, that will impair any easement, nor any act, nor allow any condition to exist, which will adversely affect the other Lots and improvements of other Owners.

Section 5. Refuse. Refuse piles or unsightly objects or materials shall not be allowed to be placed or remain on any Lot. All receptacles, or other equipment for storage or disposal of refuse materials shall be kept in a clean and sanitary condition.

Section 6. Parking. All residences shall be constructed as to provide enough off-street parking to accommodate not less than four (4) automobiles, inclusive of the garage and driveway. The

driveways shall be composed of asphalt, concrete or other dust-free surfaces. Dirt driveways are expressly prohibited.

- A. No unlicensed vehicles or trucks shall be parked on any Lot except while engaged in transport. For the purposes of this subparagraph, a one (1) ton, or smaller vehicle, commonly known as a pickup truck shall be allowable. No recreational vehicles including, but not limited to, campers, boats, snowmobiles, jet skis, 4 wheelers, and motor homes, shall be parked on or about any Lot or street within Arran Estates Subdivision, unless parked inside a garage or out of plain sight from any street or streets adjoining the Lot behind a privacy fence or at the back of the Lot. No major vehicle repairs shall be conducted upon any Lot, Common Area or Street within Arran Estates Subdivision, except, within the enclosed garage. "Major vehicle repairs" shall include, without limitation, those which render the vehicle inoperable for more than a 24-hour period. Trucks or other commercial vehicles, necessary for construction and during the period of construction, shall be permitted.
- B. Except, as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kind, shall be stored or parked on or within the property. An abandoned or inoperable vehicle shall be defined as any automobile, truck, motorcycle, boat, house trailer, trailer, camper, self-contained motorized recreational or, other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer or which does not have an operable propulsion system installed therein, provided, however, that otherwise permitted vehicles parked by Owner on vacation or during a period of illness, shall not constitute abandoned or inoperable vehicle, then a written notice describing the vehicle shall be personally delivered to the Owner thereof, if such Owner can reasonably be ascertained or shall be conspicuously placed upon the vehicle and if the abandoned or inoperable vehicle is not moved within seventy two (72) hours, thereafter, the Association will have the right to remove the vehicle at the expense of the Owner, thereof.
- C. The foregoing restrictions shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, motorhome or motor drive cycle, together with those activities normally incident and necessary to general maintenance, washing and polishing.

Section 7. Lot Maintenance. No Lot or easement shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be disposed in a sanitary manner.

Section 8. Setbacks. City of Grand Junction setback requirements shall be enforced.

Section 9. Additional. No elevated tanks of any kind (gas, oil, water, etc.) shall be constructed on any Lot.

Section 10. Clotheslines, equipment, garbage cans, service yards, dog runs, compost piles, drying yards, or storage areas shall be adequately screened by planting or fencing. No structure, tower or antenna shall be erected, altered, placed or permitted on the site which exceeds the height of the peak of the roof or the residence constructed on the Lot. Satellite dishes may not be in excess of twenty-four inches (24) in diameter.

Section 11. No obnoxious, offensive or other activity, which would constitute a public or private nuisance or annoyance to the neighborhood, will be permitted.

Section 12. No dangerous or wild animals, livestock or poultry, of any kind, shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets maybe kept if they were not kept, bred or maintained for commercial purposes. All pet shall be under the control of their Owner, whether by containment on the Owner's property or a leash. No pet shall be allowed to run at large, endanger or harass people's property, or other animals, or constitute a nuisance or annoyance to other Lot owners or occupants. The Board of Directors, when requested by any Owner, shall have the authority to determine whether the number of pets is unreasonable or whether any animal or pet is a nuisance to any other Lot Owner.

Section 13. Firearms. No firearms, unlawful fireworks, explosives, air rifles, BB guns, crossbows or similar devices shall be discharged within Arran Estates Subdivision.

Section 14. Signage. No advertising signs, billboards or unsightly objections shall be maintained or erected. "For Sale" signs maybe posted but no larger than those allowed by the then existing City of Grand Junction zoning restrictions regarding signage. Nothing contained in this paragraph shall be construed to prohibit temporary placement of political signs or reasonable periods before and after the elections or otherwise permitted by applicable law. Signs used by a builder to advertise the property during the construction and sales period shall be allowable.

Section 15. Fencing. No fencing shall be constructed with any materials, or in any manner, to impede the flow of surface or drainage water across any Lot of Common Area within Arran Estates Subdivision. No chain link or masonry or wooden fencing shall be allowed. Only vinyl privacy fencing will be allowed. Fencing shall meet the maximum height of six (6) feet and shall otherwise be constructed in accordance with the City of Grand Junction zoning requirements. Fencing shall be approved by the Declarant or Declarant's Assigns or the Architectural Control Committee prior to the start of construction.

Section 16. Accessory Buildings. Detached storage buildings and/or accessory buildings shall be erected within the requirements of the City of Grand Junction code for "accessory buildings." All detached storage buildings or accessory buildings shall be required to be constructed, on the exterior, siding, shingles and color to match the exterior color scheme of the residence on the Lot. No detached storage building or accessory building shall exceed a maximum height of twelve (12) feet. All detached storage buildings or accessory buildings shall be approved by the Declarant, Declarant's Assigns, or the Architectural Control Committee, prior to start of construction.

Section 17. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures shall be installed. The maintenance of utilities that may change the direction of flow of water through drainage channels in the easements, is prohibited. The easement area of each Lot and

all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority is responsible.

Section 18. Temporary Structures. No structure of a temporary character such as a trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time as a residence, either temporary or permanently. The placement or moving- in of used/secondhand structures on any Lot is strictly prohibited.

Section 19. Exploration. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind, shall be permitted upon on in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 20. No individual water supply system shall be permitted on any Lot. No outdoor toilets, nor cesspools, septic tanks shall be permitted on any Lot, excepting outdoor toilets, as required by Mesa County, during development and or construction of any single-family residence.

Section 21. No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of each intersections unless the foliage line is maintained at enough height to prevent obstruction of such sight lines.

Section 22. Weed Control. The Association shall be responsible for a weed control program of both unsightly weed problems throughout the subdivision and the control and removal of weeds determined as "noxious weeds", as designated by the Mesa County Pest and Weed Control Inspections and the State of Colorado Department of Agriculture. Said control program shall make provisions for the control and/or the removal of weeds.

Section 23. Present and subsequent owners of property within the Subdivision are subject to and bound by present and future Grand Valley Power tariffs applicable to street lighting, filed with the Public Utilities Commission of the State of Colorado.

Section 24. Miscellaneous.

- A. No Lot shall be used in any manner whatsoever to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substances or other minerals of any kinds.

- B. A temporary sales and construction office, maintained by Declarant may be located within the Subdivision during the development, construction and/or sale of Lots of the Property. Temporary parking in front of and adjacent to the office shall be allowed if the office is maintained in the Subdivision. Declarant may maintain the office until thirty (30) days after the completion of the last Residence on the last Lot within the Subdivision. Temporary sales signs, flags, etc. may be placed in the subdivision during development and construction and the sale of Lots and Residences.

Section 25. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent construction, installation or maintenance by Declarant, or Declarant's Assigns, or the duly authorized agents, contractors of improvements, structures, signs necessary to complete to the Development, sale, operation or other disposition of the Lots or improvements within Arran Estates Subdivision, in accordance with the Grand Junction Zoning and Development Code.

ARTICLE X

Architectural Control Committee

Section 1. Structures. No structure, fence or wall, exterior lighting or other improvement(s) shall be erected, altered or maintained within the Arran Estates Subdivision until the plans and specifications showing the nature of such improvements shall have been submitted to and approved by the authority having jurisdiction and the Declarant, Declarant's Assigns or Architectural Control Committee as established in the By-Laws of the Association as to the placement, quality, materials, harmony of exterior design with existing structures, the topography and finish grade elevation. To seek approval, the plans and specifications must be submitted in writing or drawn for the Declarant, Declarant's Assigns or the Architectural Control Committee.

Section 2. Other Considerations. Careful attention shall be given to aesthetic consideration of any design submitted in order to enhance the entire Subdivision. The Declarant, Declarant's Assigns or the Architectural Control Committee will consider the following:

- A. The overall nature and character of the site and appearances of the structure, including orientation regarding sun, wind, view, slopes and privacy. Consistent quality of the exterior materials will be reviewed for approval.
- B. The minimal grading of building sites to preserve natural terrain and foliage.
- C. The use of earthen colors and the discouragement or probation of bright or pastel colors.
- D. The installation of patio structures designed such that they will blend and compliment the appurtenant structures.

- E. The use of landscaping and plantings complimentary to the residential character of the neighborhood and sensitive to environmental consideration, including, but not necessarily, limited to water conservation.

Section 3. Material to be submitted. Plans and specifications shall be submitted to the Declarant, or Declarant's Assign or Architectural Control Committee for review and final approval before any construction can begin Plans and specifications shall contain a plot plan showing the Lot layout, including the back set back, final finish and natural grade elevation, floor plans showing over all dimensions, roof plans, showing pitch, roof materials and color. Exterior elevations should include doors, windows and exterior materials and color and a perspective sketch, if requested, and any other details necessary to explain design features or components. Written approval of any and all governmental authorities, having jurisdiction over the activity, must be included with the submittal.

Section 4. Approval Period. The Declarant, Declarant's Assigns, or Architectural Control Committee shall approve or disapprove, in writing, all plans and requests within fifteen (15) business days after requests have been submitted, as per documented and described as Architectural Control Committee, or approval by Declarant or Declarant's Assigns, is required for approval or disapproval of proposed improvements.

- A. The Architectural Control Committee, the Declarant or Declarant's Assigns, will maintain written records of all applications submitted to and all actions which may have been taken.
- B. A majority vote the Committee or, the Declarant or Declarant' Assigns, shall be required for approval or disapproval of proposed improvements.

Section 5. Liability. The Declarant, Declarant's Assigns or the Architectural Control Committee shall not be liable for damages to any person submitting requests for approval or to any Lot Owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove regarding such request.

Section 6. Enforcement. The Declarant, Declarant's Assigns or the Architectural Control Committee shall notify the Board of Directors of any violations under the jurisdiction of the Association. The Declarant, Declarant's Assign or the Board of Directors shall proceed with its enforcement authority pursuant to this Article:

Upon Violation of any of the conditions contained in this Declaration by any Owner, or any renter, invitee, guest or family member of Owner, the Board of Directors shall have the following power:

- A. The Board of Directors shall notify the Lot Owner in writing of the specific violation, delivered either by mail or hand delivered to the Owner of record. Such Notice shall provide an explanation of the violation and provide a period to cure said violation, that period to cure shall not exceed fifteen (15) days. Should the violation not be

cured within the time period provided, the Board of Directors shall set a time and place for the owner to appear before an Impartial Fact Finding Board, (hereinafter referred to as "IFFB"), within thirty (30) days of the deadline to cure, to determine if a violation has occurred. Said IFFB shall:

- i consist of 2 volunteer members appointed by the Board of Directors.
 - ii No member of the IFFB shall be compensated for work associated with the IFFB.
 - iii At no time shall the individual or individuals who initiated a complaint to the Board of Directors sit on the IFFB in determining whether a complaint will be substantiated by a preponderance of the evidence.
 - iv No member of the IFFB shall hear any violation(s) if they have a conflict of interest related to the matter before them. A conflict of interest is defined as having a direct personal or financial interest in the outcome. It is not a conflict of interest if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than the general membership of the association.
 - v Each member of the IFFB shall have an affirmative duty to report such conflict of interest to the Board of Directors for the association at least five (5) days prior to the scheduled meeting to address the violation(s) for which the conflict exists. Once such conflict is disclosed, the Board shall determine if an actual conflict exists. If an actual conflict exists, as defined in this section, that member of the IFFB shall recuse him/herself from participation in the fact-finding process related to the violation for which the conflict exists.
- B. Within twenty (20) days after such hearing, the IFFB shall enter its decision and shall notify the Owner in writing. Included in the decision will be a statement by the IFFB on what action must be taken by the Owner to correct the violation and what time period for completion of the remedial action.
- C. If the Owner does not complete the remedial action as set forth in the decision, then the Board of Directors may commence legal proceedings in the Mesa County, Colorado Courts seeking damage and/or specific performance of the covenants in this Declaration. Alternatively, the Association may establish a fine schedule, approved by the members per this Declaration and adopted through Bylaws, for violations that are not cured after the above outlined process.
- D. The prevailing party may recover all costs and attorney fees incurred in any such proceeding to enforce compliance with this Declaration.
- E. The City of Grand Junction, by and through, its officers, agents, employees may, but shall have no duty obligation or requirement to enforce against each Owner, including the Declarant, Declarant Assigns, including, but not necessarily limited to the foregoing provision.

F. In the event the enforcement or commencement of an action by the City, pursuant to its rights to enforce under this provision or in accordance with its general civil or criminal jurisdiction, the Owner, Declarant or Declarant's Assigns, (if an Owner as defined herein) the Association shall pay the costs, fees and expenses of the action. Such costs, fees and expenses to include, but not limited to, the City's reasonable attorney fees or reasonable value of the time expended by the City Attorney.

ARTICLE XI
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 Declaration. Failure by the Association or by an Owner to enforce any covenant, or restriction herein contained shall be on no event deemed a waiver or the right to do so thereafter, or a waiver of any other subsequent breach of covenant, condition or restriction herein contained.

Section 2. Severability. Invalidation of any one of these covenants of restriction by judgement or court order, shall in no way affect other provision, which shall remain in full force and effect.

Section 3. Easements. Easements for the installation and maintenance of utilities and irrigation, detention and other water facilities, are reserved as shown on the Plat and the recorded Plat(s) of the Subdivision. Within these easements no improvements, structures, planting or other material (excluding fences capable of being removed for the purposes of the easement) shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of such utilities or facilities, or that may change the direction of flow of drainage channels in the easements. Declarant and assigns, and the Association shall have the right (but assume no obligation) to enter upon the Property to correct any flow of water and to establish and re-establish drainage channels.

Section 4. Conflict Between Documents. In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control.

Section 5. Term. The provisions of this Declaration shall each constitute covenants, running with the land and applicable to all of the Property and Lots, binding Declarant and/or assigns, an all persons and entities claiming by, through or under it for a period of twenty (20) years from the date of recording this Declaration in the real property records of Mesa County, Colorado, which shall be automatically extended for successive periods of twenty (20) years each, without action by or notice of, to any person or entity unless amended or terminated.

Section 6. Termination or Amendment.

A. Subject to the provisions of C.R.S. 38-33.3-217 (1), (5), (6) and (7), all or any portion of this Declaration maybe supplemented, changed or canceled in whole or part at any time with the vote or agreement of 67% of the Members of the Association as defined in Article III of

this Declaration. Such agreement must be in writing, but may be in any number of counterparts. Such amendment shall be effective when duly recorded in the real property records of Mesa County, Colorado.

- B. Declarant reserves and is granted the right and power to record technical amendments to this Declaration. The Articles of Incorporation, or the Bylaws at any time prior to the termination of Declarant's and/or Assigns, control of the Association for the purposes of correcting spelling, grammar, dates, typographical and clerical errors, or as may otherwise be necessary to clarify the meaning of any provision of any such document.

Section 7. Rights of Declarant Incident to Construction. An easement is retained and granted to Declarant, its successors and assigns, for access, ingress and egress, over, in, upon, under and across any easements shown on the Plat, including , but not limited to, the right to store materials on such areas and to make such other use of such areas as maybe reasonably necessary to incidental to Declarant's, or designees' construction on the Property, including, without limitation, construction of improvements indicated on the Plat, provided, however, that no such rights or easements shall be exercised by Declarant and/or Assigns, in such a manner as to unreasonably interfere with the occupancy, use, enjoyment or access by any owner, his or her family members, guests or invitees, to or that Owner's Lot. Declarant and/or Assigns, for itself and its successors and assigns, retains a right to store construction materials on any Lot owned by Declarant and/or Assigns and to make other use of it as may be reasonably necessary or incidental for the purpose of the completion or improvements of the Property, the performance of Declarant's and/or Assigns, obligations under this Declaration, and the sale of the Lots. Any Special Declarant and/or Assigns Rights created or reserved in this Declaration for the benefit of Declarant and/or Assigns may be transferred to any person, or entity by an instrument describing the rights transferred, and shall be recorded in the real property records of Mesa County, Colorado. The rights of the Declarant and/or Assigns reserved in this section shall expire twenty (20) years after the recording of this Declaration.

Section 8. CCIOA Controls. Any provision of this Declaration in conflict with the provisions of CCIOA shall be void. Any managing agent, employee, independent contractor or other person acting on behalf of the Association shall be subject to CCIOA to the same extend as the Association itself would be under the same circumstances.

Section 9. Waiver. The failure of Declarant, the Association, or any Owner to enforce the right under this Declaration upon any occasion shall not be deemed a waiver of such right or any subsequent occasion(s). The waiver, either expressly or implied, by Declarant and/or Assigns, the Association or any Owner of any rights, terms, conditions in this Declaration shall not be deemed as or constitute a waiver of any other rights, terms or conditions to this Declaration. Any waiver, in order to be valid and effective, must be in writing.

Section 10. Notice. Any notice or demand required or permitted by this Declaration shall be in writing and shall be sent by United States first class postage prepaid, to the address of the

Owner of Lot(s) to receive notice at the address provided by the Owner for that purpose to the secretary of the Association. If the Owner fails to provide an address to the secretary of the Association, notice shall be sent to the address of the Owner specified in the deed recorded in the real property records of Mesa County, Colorado by which the Owner took title and to the street address of that Lot(s).

Section 11. Articles and Headings. The article and headings used in this Declaration are for identification purposes only and shall not be utilized to interpret or construe the provisions of this Declaration, which shall remain in full force and effect.

Section 12. Binding Effect. The provisions of this Declaration shall be binding upon and for the benefit of the Declarant, and/or Assigns, each Owner and each and their heirs, personal representatives, successors in interest or assigns.

Section 13. No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication to any portion of the Property to the general public or any public use or purpose.

Section 14. Applicability of Governmental Regulations. The covenants, conditions and restrictions contained in this Declaration are separate and distinct from any zoning, building or other law, ordinance, rule or regulation of the City of Grand Junction, Colorado or any governmental authority having jurisdiction over the Property that now or in the future may contain different requirements from or in addition to those contained in this Declaration or that may prohibit uses permitted in it permit uses prohibited in the event of any conflict between the provisions and this Declaration and the provisions of any such law, ordinance, rule or regulation, the Owner must first comply with all governmental laws, ordinances, rules or regulation and then to the extent possible, the Owner must comply with these covenants, conditions and restrictions unless such compliance would result in a violation of such law, ordinance, rule or restrictions, in which case, upon a finding that compliance with this Declaration would result in such a violation, the ACC shall waive any covenant, condition or restriction to the extent it results in a violation, and in connection with such waiver, the ACC may impose such conditional covenants, conditions, restrictions as may be necessary to carry out the intent of this Declaration.

Section 15: City of Grand Junction. In order to prevent the diminution in the enjoyment, use or property value of the Development, thereby impairing the health, safety and welfare of the Owners, therein, the City of Grand Junction by and through its duly authorized officers and employees, is hereby granted the right to take such action as the City may deem necessary to enforce the covenants, conditions or restrictions contained in this Declaration with the respect to use of the Lots and protection of easements, landscaping, fencing and for the purpose of ensuring the Association's and the Lot Owner's compliance with the zoning and other applicable ordinances of the City of Grand Junction. The Association shall not be dissolved without the consent of the City of Grand Junction. Upon request, the Association shall convey to the City of Grand Junction such easements and/or rights-of-ways over or through any Common Areas

required by the City of Grand Junction for public purposes. Such conveyance shall be without compensation to the Association. The provisions set forth in this paragraph shall constitute a permanent covenant which shall not be modified, amended or revoked without the written consent of the City of Grand Junction through a majority vote of City Council.

IN WITNESS WHEREOF the undersigned have hereunto has set his hand this day of 8 of JANUARY of 2020.

SNEDDON BUILT, LLC

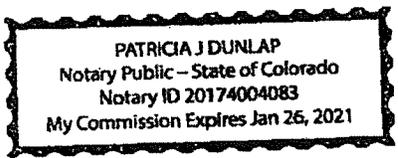
By: Maxwell Forrest Sneddon
Maxwell Forrest Sneddon, Managing Member of Sneddon Built, LLC

STATE OF COLORADO) ss.
COUNTY OF MESA)

Subscribed and sworn to before me this 8 day of January, 2020, by Maxwell Forrest Sneddon, Managing Member of Sneddon Built, LLC.

Witness my hand and official seal.

My commission expires 1/26/2021.



Patricia J Dunlap
Notary Public

RECEPTION#: 3067194, at 6/22/2023 12:17:11 PM, 1 of 1

Recording: \$13.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS ORIGINALLY RECORDED JANUARY 8, 2020, AT RECEPTION # 2909321, MESA COUNTY COLORADO AND AMENDMENT TO DECLARATION RECORDED FEBRUARY 5, 2020, AT RECEPTION # 2912552.

THIS AMENDMENT SHALL ONLY AFFECT THOSE SINGLE-FAMILY LOTS IN FILING NO. 3 OF ARRAN ESTATES SUBDIVISION, A REPLAT OF LOT 101, ARRAN ESTATES, FILING NO 2 AND KNOWN AS LOTS 45, 49, AND 50.

THIS AMENDMENT SHALL BECOME EFFECTIVE UPON THE RECORDING DATE HEREOF, MADE BY:

SNEDDON BUILT LLC, MAXWELL FORREST SNEDDON AKA MAXWELL F. SNEDDON, MEMBER

HEREAFTER REFERRED TO AS "DECLARANT"

ARTICLE IX

Architectural Control, Building and Use Restrictions

Section 17. Easements.

THIS AMENDMENT SHALL ONLY AFFECT THOSE SINGLE-FAMILY RESIDENTIAL LOTS IN FILING NO. 3 OF ARRAN ESTATES SUBDIVISION A REPLAT OF LOT 101, ARRAN ESTATES SUBDIVISION, FILING NO. 2.

Easements: There shall be NO fencing, storage unit (building), storage of any kind or landscaping on or across the easement granted to GRAND VALLEY DRAINAGE DISTRICT, as a Maintenance Easement, and as recorded January 8, 2020 at Reception No. 2909324, Mesa County Colorado, specifically, LOT 45, LOT 49 AND LOT 50 of FILING NO. 3, ARRAN ESTATES SUBDIVISION, A REPLAT OF LOT 101, ARRAN ESTATES SUBDIVISION, FILING NO. 2. The recorded easement encompasses the Western Boundary, or Lot Boundary for LOT 45; LOT 49 AND 50 OF FILING NO. 3, ARRAN ESTATES SUBDIVISION, A REPLAT OF LOT 101, ARRAN ESTATES SUBDIVISION, FILING NO. 2.

DATE: NOVEMBER 1 2022

Maxwell Forrest Sneddon
MAXWELL FORREST SNEDDON, AKA MAXWELL F. SNEDDON, MEMBER

MAXWELL FORREST SNEDDON, AKA MAXWELL F. SNEDDON, MEMBER

Subscribed and sworn before me this 1 day of November 2022, by

MAXWELL FORREST SNEDDON AKA MAXWELL F. SNEDDON, MEMBER

State of Colorado, County of Mesa

My Commission Expires: 6/23/2026

Kelli Vanderhoofven
NOTARY PUBLIC

KELLI VANDERHOOFVEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19084017338
My Commission Expires June 23, 2026

County of Mesa