

**Amendment to declaration of Covenants, Conditions and  
Restrictions for GOLF CLUB TOWN HOUSES**

2039616 02/07/02 1115AM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REG FEE \$5.00

Article III, Section 2, Paragraph A, as recorded in Mesa County May 2, 1979 at Book 1198 Page 540. That paragraph is amended to read:

In addition to the maintenance upon the Common Area, the Association shall provide exterior maintenance on each residence situate upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replacement and care of downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior surfaces; but excluding roofs, skylights, air conditioning units, and glass surfaces.

RULES AND REGULATIONS  
GOLF CLUB TOWN HOUSES ASSOCIATION, INC.

The following rules and regulations are hereby adopted by the Board of Directors, Town Houses Association, Inc., effective November 1, 2011.

1. Pets: Each unit owner may keep and maintain one domesticated dog, no more than 16 inches tall; or two coats so long as such pet is not a nuisance or obnoxious or troublesome to any other owners or guest. Pets shall at all times be under the control of such pet's owner and such pets shall not be allowed to litter the common areas. Dogs shall be on a leash while in the common areas. No exterior dog pens are allowed. Service dogs are exempt from this rule.

Renters may not have any pets. Present owners with multiple pets will be grandfathered in prior to November 1, 2011

2. Parking: All vehicles must be operable and properly licenses.
3. Landscaping: All owners shall maintain the property in front and rear of the unit or the Association will have it cleaned and bill the owner.
4. Signs: Only signs permitted are for "Rent" or "Sale", and be no larger than standard 24" by 24".
5. Clotheslines: No outside clotheslines will be permitted.
6. TV Dishes: The Architectural Control Committee must approve satellite dishes.
7. Trash: All trash shall be deposited in the dumpster provided.
8. Alternations: No changes can be made to the outside of the building without the approval of all the homeowners.

Any major changes to the interior must be approved by the Association Board. A building permit must be obtained and licensed contractors must do the work.

9. Decks: All decks must be kept clean and only outside items may be stored on the deck. No other storage is allowed.

Fines: 1<sup>st</sup> notice – letter to the owner; 2<sup>nd</sup> notice, \$75.00; 3<sup>rd</sup> notice \$125.00 and \$125.00 per day following the third notice. All unpaid fines shall be added to the dues statements and collected by placing a lien on the property.

Signed and dated:

 V-P. 10/31/11

Recorded as an addition to previous Rules and Regulations Golf Club Town Houses Association.

STATE OF COLORADO OF MEPA  
RECORDED AT 14 O'CLOCK A.M. MAY 2 1979  
RECEPTION NO. 1190587 EARL LUYER, RECORDER

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR GOLF CLUB TOWN HOUSES

THIS DECLARATION is made and entered into this 1<sup>st</sup> day of May, 1979, by the undersigned, hereinafter referred to as "Declarants".

W I T N E S S E T H:

WHEREAS, Declarants are the owners of certain real property situate in Mesa County, Colorado, known and described as a Replat of Lot 2, Block 4, of Tiara Rado Subdivision, hereinafter referred to as the "Properties";

WHEREAS, a Condominium Declaration has previously been recorded by the Declarants pertaining to the Properties, appearing in Book 1178, at Page 817, of the Mesa County Clerk and Recorder's records; and

WHEREAS, Declarants desire to replace, supplant and void such Condominium Declaration, create a true town house development in accordance herewith, and subject the same to the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, Declarants make the following declaration of covenants, conditions and restrictions:

ARTICLE I  
DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to the Architectural Control Committee referred to in Article IV, Section 6, of this Declaration.

Section 2. "Articles" shall mean and refer to the Amended Articles of Incorporation of Golf Club Town Houses Association, Inc., a Colorado non-profit corporation.

Section 3. "Association" shall mean and refer to Golf Club Town Houses Association, Inc., a Colorado non-profit corporation, formed for the purpose of being and constituting the entity for the furtherance of the interests of the Owners of Units in Golf Club Town Houses and enforcing the restrictions set forth in this Declaration.

Section 4. "Board" shall mean and refer to the Board of Directors of the Association.

Section 5. "By-Laws" shall mean and refer to the By-Laws of the Association.

Section 6. "Common Area" shall refer to all of the Properties including any Improvements thereto, but excluding the town house building sites designated as "Units 1 through 7" upon The Replat.

Section 7. "Declarants" shall mean and refer to the persons undersigned or designated as "Declarants".

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

Section 9. "Improvements" shall mean and refer to any and all buildings, parking areas, stairs, decks, hedges, windbreaks, plantings, trees, shrubs, signs, objects of art, mail boxes, irrigation facilities such as pumps, pipelines and sprinklers and

other structures or landscaping of every type and kind situate on the Properties.

Section 10. "Unit" shall mean and refer to that part of the Properties owned in fee simple by the Owners as designated on The Replat.

Section 11. "Member" shall mean and refer to a person or entity which is a member of the Association.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Properties" shall mean and refer to all of the real estate situate within the Replat of Lot 2, Block 4, Tiara Rado Subdivision.

Section 14. "Replat" shall mean and refer to that certain replat of the Properties appearing in Plat Book 12, at Page 88, of the Mesa County Clerk and Recorder's official records.

## ARTICLE II GENERAL DECLARATION

Section 1. Intent. By making the Declaration hereunder, the Declarants specifically intend to enhance, perfect and preserve the value, desirability and attractiveness of the Properties and, to provide for the maintenance of the Common Areas, Improvements and buildings thereon in a manner beneficial to all Owners.

Section 2. Estate Subject to Declaration. By this Declaration, the Declarants expressly intend and do hereby subject the Properties to the provisions of the Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding upon any person having at any time any interest or estate in the Properties, and their respective heirs, successors, representatives or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein as though fully and completely set forth in their entirety in any such document.

Section 3. Interpretation. The provisions of this Declaration are to supplant and replace that certain Condominium Declaration appearing in Book 1178, at Page 817, of the Mesa County Clerk and Recorder's records and further to supplement and augment the provisions of any protective covenants for Tiara Rado Subdivision filed for record in the Mesa County Clerk and Recorder's official records. In all events, the Condominium Declaration referred to in the preceding sentence shall be null, void and without legal force or effect with respect to the Properties. In the event of conflict between any protective covenants for Tiara Rado Subdivision and the covenants, conditions and restrictions contained herein, the protective covenants for Tiara Rado Subdivision shall supersede and control. However, to the extent the terms and provisions of this Declaration are not inconsistent with any protective covenants for Tiara Rado Subdivision, the terms of this

DECLARATION PAGE 030

Declaration shall govern. In all cases, where there are overlapping provisions, the more restrictive shall apply.

Section 4. Owners' Rights to Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit subject to the provisions of this Declaration and the Articles and By-Laws of the Association. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities for the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III  
RESTRICTIONS ON USE

Section 1. Building Restrictions.

A. No structure shall be erected, placed or permitted on any Unit within the Properties except for use as a single family town house having a common party wall on the Unit boundary.

B. Only new buildings shall be permitted within the Properties and no building for occupancy shall be moved upon the Properties. Further, no temporary building or structure of any type whatsoever shall be used at any time for a residence, either temporary or permanent. No mobile homes, trailer homes or other moveable structures shall be permitted as dwellings within the Properties.

C. The total finished living area of any residence, exclusive of open porches, decks, or garages, shall be not less than 2000 square feet.

D. No structure shall be rebuilt, repaired, altered or maintained so as to extend the structure outside of the boundary of the Unit upon which it is built, except for decks and patios on the West (golf course) side, which are hereby granted an easement across the Common Area for their placement not to exceed 12 feet from the West boundary of each Unit.

Section 2. Maintenance of Units, Improvements and Common Area.

A. In addition to the maintenance upon the Common Area, the Association shall provide exterior maintenance upon each residence situate upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

B. In the event that the need for maintenance or repair of a Unit or the Improvements situate thereon is caused through the willful and negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Unit needing such maintenance or repair, the costs of such exterior maintenance shall be added to and become a part of the assessment to which such Unit is subject.

Section 3. Home Occupations and Offensive Activities.

A. The Units, Improvements and Common Area may

not be used for commercial purposes of any type whatsoever excepting for home occupations. For purposes of this section, "home occupations" shall mean an occupation by the resident conducted totally within the residential building which does not entail the employment of third persons on the premises and does not entail the delivery of goods or services to customers upon the premises. For example, but not by limitation, an insurance agent may use his residence as a personal office so long as customers are not permitted to come to the residence; however, the establishment of a barber shop or a beauty shop would be prohibited.

B. No noxious or offensive activity of any type whatsoever shall be carried on within any Unit or the Common Areas that shall become an annoyance or nuisance to the Properties or adjoining neighbors. Owners and occupants and their guests shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb Owners, tenants or occupants of other buildings. Parents shall be responsible for keeping children from disturbing other residents.

Section 4. Restrictions on Occupants and Pets. Pets shall be permitted provided they are limited to a reasonable number (not exceeding more than two cats and/or dogs); are kept, bred or raised solely as household pets for private use and not for commercial purposes; are not permitted on the Common Area unaccompanied by an adult; and that pet droppings are not left on the Common Area. Dogs and cats shall not be of a size larger than standing sixteen inches at the shoulder. Any animal which shall be a nuisance or annoyance to any Owner shall be prohibited. The Association Board, when requested by any Owner shall determine whether the number of pets are reasonable or whether any animal or pet shall be a nuisance to any other Owner.

Section 5. Parking. No vehicle belonging to or under the control of an Owner or occupant, or member of the Owner's or occupant's family, including guests or employees, shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from a building. All vehicles shall be parked within designated parking areas. Any traffic flow markings and signs regulating traffic shall be strictly observed.

Section 6. Landscaping.

A. No Owner shall remove, alter, injure or interfere in any way whatsoever with any tree, shrub or other landscaping or Improvement placed upon the Properties by the Declarants or the Association.

B. No tree, shrub or planting of any type shall be permitted to overhang or otherwise encroach upon or above any easement created pursuant to this Declaration or The Replat such as to hinder, or interfere with the purposes for which such easement was created.

Section 7. Signs. No signs of any type shall be displayed in public view on any Unit except such signs as may be required by legal proceedings or one sign of not more than six square feet advertising such Unit for sale, resale or rent.

Section 8. Fences. No fences (including plantings such as hedges or trees which would be in the nature of a fence) shall be placed on any portion of the Properties except for such fences as may be installed by the Association with the unanimous consent of the Owners.

Section 9. Miscellaneous.

A. No Unit shall be used in any manner whatsoever to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substances or other mineral of any type.

B. No Unit shall be further subdivided or split into other parcels.

C. No outside clothes lines or other outside clothes drying or airing facilities shall be kept or maintained upon any Unit.

D. All facilities for permanent utilities' service shall be kept or maintained underground, or in the original condition at such time the Unit and Improvements thereupon are first conveyed to the Owner by the Declarants.

E. No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained out of doors, except as shall be permitted by the Architectural Control Committee. Further, no wiring for electric or telephone installation or for any other purpose, or machines or air-conditioning units shall be installed on the exterior of any building which shall protrude through the walls or the roof unless expressly authorized by the Architectural Control Committee.

F. Any damage to the Common Area caused by the Owner, or occupant, or the Owner's or occupant's child or pets or guests shall be repaired at the expense of such Unit Owner. Anyone selling a Unit shall provide the new Owner or occupant with a list of approved regulations of the Association.

ARTICLE IV  
THE ASSOCIATION

Section 1. Membership. By acceptance of a deed to a Unit, each Owner shall be a member of the Association, a Colorado non-profit corporation, organized for the general purpose of being and constituting an entity for the furtherance of the mutual interest of the Owners of the Properties including, without limitation, enforcement of the Declaration; repairing and maintaining the Common Area and Improvements; levying and enforcing assessments to defray the cost and expenses of operation; and, providing other utilities and services pursuant to the Articles and By-Laws.

Section 2. Voting Rights.

A. A membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

B. The Association shall have one class of voting membership, each Owner being entitled to vote

one vote for each Unit owned upon matters subject to vote by the Members as provided in the Articles and By-Laws of the Association. A vote for each Unit shall be exercised as the Owner determines, but in no event shall more than one vote be cast with respect to any Unit.

Section 3. Declarants Control. Until such time as the last Unit shall be sold and closed, the Declarants shall be entitled to elect the members of the Board of Directors of the Association.

Section 4. Limitation Upon Liability.

A. Indemnification of Officers and Directors. Neither the Association, any member of the Board, any officer of the Association nor any agent or employee of the Association, shall be liable to any Owner or other person or entity for any action or for 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, obligations, fines, penalties, claims, demands or judgments and any and all expenses, including, without limitation, attorneys' 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, or any committee of the Association, provided that such person has acted in good faith and without willful or intentional misconduct.

B. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Properties, the Association shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by any latent condition of the Properties or by the conduct of other Owners or persons or by casualties for which insurance pursuant to this Declaration is not required, or for which insurance is not provided by the Association.

Section 5. Association Insurance. The Association shall be required and empowered to obtain and maintain the following insurance so far as such insurance coverage is obtainable:

A. Insurance coverages upon the Common Area, Units, Improvements and all property owned or leased by the Association, exclusive of the contents of the town house residences.

B. Insurance coverages against loss or damages by irrigation, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, fire and all other casualty as covered under standard coverage provisions for the full insurable replacement cost of all Improvements or other property owned by the Association. Insurance coverage shall also include protection for electrical pumps and associated electrical wiring used to service and maintain the irrigation system.

C. Comprehensive public liability insurance in a minimum amount of \$1,000,000 bodily injury per occurrence and \$100,000 property damage per occurrence and



Workmen's Compensation coverage upon employees and other liability insurance insuring the Association, Board of Directors, Managers and agents in connection with the Properties.

D. Fidelity bonds to protect against dishonest acts on the part of those who handle receipt and disbursement of Association funds. All bonds shall (1) name the Association as an obligee, (2) be in an amount equal to at least the estimated annual operating expenses of the Properties, including reserves; (3) contain waivers of any coverage upon the exclusion of persons serving without compensation from any definition of "employee" or similar expression; (4) provide that no modification in any substantial manner, or cancellation shall be had without thirty (30) days' prior written notice.

E. Such other insurance as the Board may deem desirable for the benefit of the Owners.

Section 6. Architectural Control Committee.

A. The Architectural Control Committee shall consist of three (3) persons to be appointed by the majority of the Board. The method and manner of the Architectural Control Committee's appointment, replacement and removal, as well as method of operation, to the extent not provided herein, shall be as set forth in the Articles and By-Laws of the Association.

B. No Improvement including landscapings shall be installed, erected or altered within the Properties except upon the prior written consent and approval of the Architectural Control Committee.

C. Duplicate copies of plans and specifications relating to an Improvement shall be submitted to the Architectural Control Committee for review and final approval. Plans and specifications shall contain, without limitation, the plot plans showing layout, including flow and manner of surface drainage, finish and natural grade elevations; floor plans showing overall dimensions; roof plans showing pitch, roof materials, and color; exterior elevations showing doors, windows and exterior materials and colors; a perspective sketch if requested; and other details necessary to explain any feature or component of the Improvement.

D. The Architectural Control Committee shall consider the aesthetic and functional design of any Improvement as to the quality of workmanship and materials, harmony of exterior design with existing Improvements, location with respect to topography and finished grade elevation, and the preservation and enhancement of the value and the visual appearance of existing Improvements.

E. The Architectural Control Committee shall approve or disapprove all written plans within sixty (60) days after submission. In the event the Architectural Control Committee fails to take any action within such sixty (60) day period, the proposed Improvement shall be deemed approved. The majority of vote of the Architectural Control Committee shall be required for the approval or disapproval of any proposed Improvement.

F. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request. The actions of the Architectural Control Committee shall be deemed conclusively binding upon the Owners.

Section 7. Ownership and Maintenance.

A. The ownership, maintenance, repair and restoration of the Common Area, together with improvements thereon, shall be vested solely in the Association. The costs and expenses incurred for the purpose of owning, maintaining, repairing and restoring the Common Area and Improvements thereon shall be borne by the Owners as a regular assessment as provided in Article V, Section 2, hereof.

B. The Association shall further be charged with the maintenance, repair and restoration of all Improvements situate on the Properties as provided in Article III, Section 2, above.

Section 8. Utilities and Domestic and Irrigation Water.

A. All charges and billings for the use of domestic and irrigation water and sewer and trash shall be made directly to and paid by the Association and charged to the Owners as a regular assessment. All other utilities which are separately metered shall be the separate obligation of the Owners who shall pay for the same as billed.

B. The irrigation facilities to be owned by the Association shall consist of a system of pipes, pipelines, pumps, electrical connections and sprinklers so as to provide irrigation water to the Common Areas. The irrigation facilities, including any easements in connection therewith, shall be solely owned, operated and maintained by the Association.

ARTICLE V  
ASSESSMENTS

Section 1. Owner's Obligation. By accepting a deed to any Unit, each Owner agrees to pay to the Association all the assessments, to be fixed and levied from time to time as provided in the Declaration, the Articles and By-Laws. Such assessments, together with interest accruing thereon and the costs of collection in the event of a delinquency of payment, shall be the personal obligation of the person who is the Owner, or the persons who are jointly and severally the Owner, at the time the assessment was made.

Section 2. 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 in performing its functions pursuant to the Declaration, Articles and By-Laws (including a reasonable provision for contingencies and replacements), and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves) in the operating fund at the start of such fiscal year which is attributable to the operation and maintenance assessments for the prior 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

FISCAL  
YEAR

by the total number of Units and assessing the resulting amount to the Owner of each Unit. Regular assessments shall be paid in twelve (12) equal monthly installments due on or before the 10th day of each month, payments to commence with the first month of the fiscal year.

Section 3. Special Assessments. At any time during the fiscal year the regular assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board 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 estimate by the total number of Units and assessing the resulting amount to the Owner of each Unit, such assessment to be paid either in equal monthly installments over the balance of the remaining fiscal year, or in a lump sum upon billing as the Board shall determine.

Section 4. Reimbursement Assessment. The Board may levy an assessment against any Owner as a result of such Owner's, or Owner's guests and occupants, negligent damage to any improvement or to the Common Area. Such assessment shall be for the purpose of reimbursing the Association for its actual costs and expenses incurred for the repair, maintenance or restoration of such damage, and shall be due and payable to the Association when levied.

Section 5. Capital Improvements. In addition to regular and special assessments, the Association may levy, in any assessment year, a special assessment for the purposes of defraying in whole or in part the cost of any capital improvement upon the Common Area, including fixtures, landscaping or personal property related thereto, provided that such assessment shall have the assent of a majority of the members of the Association subject to the assessment.

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 of the following remedies:

A. The Association may elect to accelerate and declare immediately due and payable the remaining balance of regular or special assessments for such fiscal year.

B. The Association may bring a suit at law to collect the delinquent assessments, including any accelerated assessment. Any judgment rendered in such action shall include a sum for costs of suit, including a reasonable attorney's fee.

C. All delinquent assessments shall be a lien on the Owner's Unit which shall bind the Owner and his heirs, devisees, personal representatives and assigns. Any time within ninety (90) days following default in payment of any assessment, the Board may prepare and file a certificate claiming such lien, which certificate shall state the name and address of the delinquent Owner, the legal description of the property subject to the lien, the amount claimed due, and that the claim of lien is being made pursuant to this Declaration. The lien created hereunder may be foreclosed in the manner provided for by law for the foreclosure of a lien upon real property pursuant to Article 39, Title 38, Colorado Revised Statutes, 1973. In such foreclosure suit, the costs of suit, including a reasonable attorney's fee, shall be awarded to the Association.

D. Notwithstanding provisions of this Section, the lien for assessments provided herein shall be subordinate to the lien of any first mortgage or deed of trust. 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 sale or transfer of any Unit shall not affect the assessment liens. However, the sale or transfer of any Unit pursuant to mortgage or deed of trust to which there is any proceeding in lieu thereof, shall extinguish the lien for such assessment as to payments which become due prior to such sale or transfer. However, no sale, transfer or foreclosure proceeding brought by any First Deed of Trust or mortgage holder shall extinguish the personal obligation of the Owner for delinquent and unpaid assessments.

Section 7. Out of State Owners Who Are Not Occupants. In the event an Owner shall not occupy his residence and shall further maintain his principal residence outside of the State of Colorado, the Board may, to insure and guarantee payment of the assessments provided herein, require such out of state Owner who does not occupy his residence to:

A. Post a surety bond with the Association indemnifying the Association against the default of such Owner in the payment of any assessment levied herein; the amount of such surety bond to be twice the amount of the regular assessment for the preceding fiscal year; or

B. Pay the regular assessment pursuant to Section 2 hereof in advance by the 10th day of the first month of the fiscal year; or

C. Either or both of the immediately preceding subsections of Section 7 hereof.

ARTICLE VI  
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the town houses upon the Properties and placed on the dividing line between the Units shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against such exposure.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Easement for Siding Encroachment. Each Owner of a town house shall have an easement upon the adjoining lot having a common boundary line on which the party wall shall be located, such easement to be equal in width to any encroachment caused by exterior building siding.

ARTICLE VI  
DAMAGE AND REPLACEMENT OF IMPROVEMENTS

Section 1. Loss, Damage or Destruction to Buildings. In the event of loss, damage or destruction of any residential building, the Owner thereof shall repair, restore or rebuild the same within one year following such damage or destruction. The new structure shall be rebuilt in the same location, following the same floor plan and elevation and using the same exterior materials and stain as the building which has been lost, damaged or destroyed. It is the specific intent of this Section to impose upon the Owner of each Unit, the obligation to replace any destroyed building with a new building having the identical appearance as the building destroyed and other residences within the Properties.

ARTICLE VIII  
DECLARANT'S EXEMPTIONS

Nothing contained in this Declaration shall be construed to prevent the Declarants, their duly authorized agents or employees, from the development of the Properties, from the erection or maintenance, or construction of Improvements, structures or signs necessary or convenient to the development, sale, operation or other disposition of the Units or Improvements situate within the Properties. Specifically, Declarants, their agents or employees shall be exempt from the provisions of Article III for a period of two (2) years from the date the last Unit shall be sold and closed.

ARTICLE IX  
GENERAL PROVISIONS AND MISCELLANEOUS

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 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, or a waiver of any other or subsequent breach of any covenant, condition or restriction herein contained.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than 75% of the Unit Owners. Any

amendment must be recorded.

IN WITNESS WHEREOF, the Declarants set their hands and seals the 1st day of May, 1979.

Robert M. Hansen  
Robert M. Hansen

John C. Hanna  
Theresa A. Hanna  
John C. Hanna  
Theresa A. Hanna

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF MESA     )

1st The foregoing instrument was acknowledged before me this day of May, 1979, by Robert M. Hansen, John C. Hanna and Theresa A. Hanna.

My Commission expires July 26, 1981

My Commission expires: \_\_\_\_\_



Witness my hand and official seal.

Donald K. Paris  
Notary Public

The foregoing Declaration of Covenants, Conditions and Restrictions is hereby ratified and approved this 1st day of May, 1979.

Perry A. Flanigan  
Perry A. Flanigan

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF MESA     )

1st The foregoing instrument was acknowledged before me this day of May, 1979, by Perry A. Flanigan.

My Commission expires July 26, 1981

My commission expires: \_\_\_\_\_

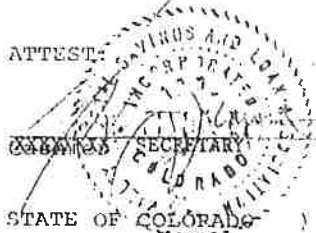


Witness my hand and official seal.

Donald K. Paris  
Notary Public

The foregoing Declaration of Covenants, Conditions and Restrictions is hereby ratified and approved this 11th day of May, 1979.

ATTEST:



VALLEY FEDERAL SAVINGS AND LOAN ASSOCIATION

By Edward E. Frost  
EDWARD E. FROST - SECRETARY

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 1st day of May, 1979, by EDWARD R. FROST, PRESIDENT, and J. W. GRVES, SECRETARY, Valley Federal Savings and Loan Association.

My Commission expires: June 24, 1981

Witness my hand and official seal.



Marian H. Leach  
Notary Public

The foregoing Declaration of Covenants, Conditions and Restrictions is hereby ratified and approved this 1st day of May, 1979.

ATTEST:

MESA UNITED BANK

John H. Boggart  
Cashier

By James R. Kamiear AVP

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 1st day of May, 1979, by JAMES R. KAMIEAR, AVP, and John H. Boggart, Cashier, MESA UNITED Bank.

My Commission expires: 7-10-82

Witness my hand and official seal.

Annette  
Notary Public

