

SECOND AMENDMENT TO THIRD AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COPPER CREEK NORTH FILINGS 1 THROUGH 3 SUBDIVISIONS

THIS SECOND AMENDMENT TO THE THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment to Third Declaration") is made and entered into this 3rd day of September, 2024, by the undersigned President of the Board, representing more than fifty percent (50%) of all of the Owners in Copper Creek North Filings 1 through 3 Subdivisions.


- A. The Third Amended Declaration of Covenants, Conditions and Restrictions has heretofore been recorded at Reception #2856823, Mesa County, Colorado records (the "Declaration").
- B. In GENERAL PROVISIONS Section 10.6(a) of the Declaration, amendment is authorized upon affirmative vote or agreement of Owners to which more than fifty percent (50%) of the votes in the HOA are allocated.

The Declaration is hereby amended as follows:

- 1. Article III Allowed Uses. shall be amended to include the following:

“ Section 3.11. Leasing Restrictions. After the recording of this Amendment, no more than twenty percent (20%) of the Units of the HOA may be leased at any given time to a Third Party. For purposes of this provision, "Third Party" shall be defined as any person who is not an Owner Notwithstanding the above, Any Owner engaged in leasing or subleasing activities as of the date of this Amendment shall be allowed to continue leasing or subleasing activities until said Lot is sold or conveyed to a Third Party. Any Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Unit, notify any potential buyer or person taking title that no more than twenty percent (20%) of the Lots of the HOA may be leased at any given time to a Third Party. All lease agreements must be submitted to the HOA prior to execution by the Owner. Owners shall also submit a "tenant registration form" to the HOA for each existing tenant/lease, in a form prepared for the HOA by the Board of Directors, no less than thirty (30) days prior to executing or extending a lease.

Dated as of the date and year first above written.

Signature: 
 Printed Name: Sara Rinaldo
 Title: HOA President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 3rd day of September, 2024, by the following President of the Board of Directors: Sara Rinaldo.

WITNESS my hand and official seal.
My commission expires: 04/17/2028

BRIEANA MOLINARI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244014950
MY COMMISSION EXPIRES APRIL 17, 2028

Briana Molinari
Notary Public

**AMENDMENT TO THIRD AMENDED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS,
FOR COPPER CREEK NORTH FILINGS 1 THROUGH 3 SUBDIVISIONS**

THIS AMENDMENT TO THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (“Amendment to Third Declaration”) is made and entered into this 8th day of January, 2019, by Park Vista, LLC (“Declarant”).

This Amendment to Third Declaration for Copper Creek North Filings 1 through 3 Subdivisions (“Third Amended Declaration”) amends the Third Amended Declaration of Covenants, Conditions and Restrictions for Copper Creek North Filings 1 through 3 Subdivisions which Third Amended Declaration was recorded on October 2, 2018, it being the intent that this Amendment to Third Amended Declaration shall supplement the said Third Amended Declaration.

NOW THEREFORE, Declarant states as follows:

- A. Declarant states that it has the right to file this Amendment to the Third Amended Declaration pursuant to the previously recorded declarations affecting the Copper Creek North Filings 1 through 3 Subdivisions, and does so to amend the sections of the Third Amended Declaration identified below, with respect to all Owners, Lots and Tracts in Filings 1, 2 and 3 of the Copper Creek North Subdivisions community (the “Copper Creek North community”). With the recording of this Amendment to the Third Amended Declaration, Declarant states that it will not further expand the Copper Creek North community to include future filings or subdivisions into the Copper Creek North community. All of the lots, tracts and parcels created by the recorded plats of Filings 1, 2 and 3 of the Copper Creek North Subdivision (the “Property”) are within the City of Grand Junction, Mesa County, Colorado.
- B. The Property shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein in the Third Amended Declaration, as amended by this Amendment to the Third Amended Declaration, together which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and lots, parcels and tracts therein, and be binding on all parties having any right, title, or interest in the Property or any part thereof, and their respective heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.
- C. Any reference herein to “Declaration” shall mean this Amendment to the Third Amended Declaration.
- D. Declarant states that the above Recitals are incorporated into the below provisions, as though said Recitals were set forth in their entirety below.
- E. Pursuant to Sections 10.6 of the Third Amended Declaration, Declarant reserved the right to amend the Third Amended Declaration, and hereby exercises such power, right and authority.

NOW THEREFORE, DECLARANT AMENDS THE THIRD AMENDED DECLARATION AS FOLLOWS:

- 1. Declarant, by the recording of this Amendment to the Third Amended Declaration, waives any rights it has to add additional property to the Copper Creek North community. Notwithstanding the preceding sentence, the Owners of the Copper Creek North community may, by their own action, cause adjacent or abutting subdivisions to be merged and incorporated into the Copper Creek North community, for example, future similar residential subdivisions created by Declarant that abut or are adjacent to any portion of the Copper Creek North community (“other Copper Creek subdivisions”).

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**THIRD AMENDED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS,
FOR COPPER CREEK NORTH FILINGS 1 THROUGH 3 SUBDIVISIONS**

THIS THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (“Declaration”) is made and entered into this 26th day of September 2018, by Park Vista, LLC (“Declarant”). This Third Amended Declaration amends the Declaration of Covenants, Conditions, and Restrictions for Copper Creek North Filing 1 Subdivision, which Declaration was recorded on November 7, 2016 at Reception No. 2780871, and the Declaration of Covenants, Conditions, and Restrictions for Copper Creek North Filing 2 Subdivision which Declaration was recorded on September 22, 2017 at Reception No. 2815836, and the Second Amended Declaration of Covenants, Conditions and Restrictions for Copper Creek North Subdivision (Including Filings 1, 2 and 3) which Declaration was recorded on March 16, 2018, it being the intent that this Third Amended Declaration shall now apply to all Lots, tracts, and common areas of Filings 1, 2, and 3 noting that Declarant retains the right to incorporate future filings of the Copper Creek North Subdivision into the Copper Creek North community.

NOW THEREFORE, Declarant states as follows:

- A. Declarant states that it has the right to file this Third Amended Declaration of Covenants, Conditions, and Restrictions pursuant to the previously recorded declarations, and does so to provide one Declaration for the use of all Owners in Filings 1, 2 and 3, and further states that it may expand the Copper Creek North community to include future proposed Copper Creek North Filings 4 and 5, drafts of which are attached hereto, and any remaining portions of the “Property” that is not subdivided as either Filing 1, 2, 3, 4 or 5 of Copper Creek North Subdivision. All of the Property, including Filings 1, 2, 3 and possible future Filings 4 and 5 are within the City of Grand Junction, Mesa County, Colorado.
- B. The Property shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein in this Amended Declaration (which may be further amended from time-to-time), which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and lots therein, and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.
- C. Any reference herein to “Declaration” shall mean this Third Amended Declaration.
- D. Declarant states that the above Recitals are incorporated into the below provisions, as though said Recitals were set forth in their entirety below.
- E. Pursuant to Sections 10.6 of the Declaration and the Second Amended Declaration, Declarant reserved the right to amend the Declaration and previous amendments thereto, and hereby exercises such power, right and authority.
- F. The legal description of the Additional Property was recorded as Exhibit B, pages 28 through 30, Reception # 2780781.

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G. This Third Amended Declaration replaces all previously filed Declarations for Cooper Creek North Subdivision for Filings 1, 2 and 3.

ARTICLE I DEFINITIONS

Section 1.0 "Additional Property" is now the property identified on the attached drafts of future filings tentatively named Copper Creek North Filings 4 and 5, a parcel or parcels of real property that Declarant reserves the right to acquire and develop into one or more phases of the overall development of the Copper Creek North Subdivision. The legal description of said possible future filings 4 and 5 are as shown on the attached drafts of said Copper Creek North Filings 4 and 5.

Section 1.1 "Association" or "HOA" shall mean and refer to the Copper Creek North Homeowners Association, Inc., a Colorado nonprofit corporation, its successors and assigns. NOTICE: As future filings 4 and 5 of the Copper Creek North planned community are recorded, the lots, tracts and common areas created by such future filings may be, in Declarant's sole discretion, be incorporated into and automatically annexed into the Association by the Declarant without the need of consent of the then owners of Lots created by Copper Creek North Filings 1, 2 or 3 or any subsequent filing or subdivision of the Additional Property, and the owners of Lots in such future filings, including Filings 4 and 5, may then become members in the Association by virtue of their having obtained title to the Lots in Filings 4 and 5 and in such future Lots, tracts or parcels.

Section 1.2 "Association Expenses" shall mean the Owner's pro rata share of the expenses necessary to implement this Declaration, including, but not limited to, the costs to maintain and repair and/or reconstruct the Common Area (as defined herein), the pro rata share of the HOA expenses, the other structures, appurtenances and improvements to the Property including improvements to the several tracts created by the plats of Copper Creek North Filings 1, 2, and 3, ditches, management costs, capital or similar HOA funds, HOA reserves, capital improvements, assessments, and all other charges which the Association may levy upon the Owners in accordance with this Declaration. Common Expenses are part of the Association Expenses.

Section 1.3 "Association Water" or "Water" means domestic water supplied by Ute Water and run-off and storm drainage waters, and if the HOA ever owns irrigation water, it includes such irrigation water.

Section 1.4 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the By-laws of the Association or appointed by Declarant as herein provided.

Section 1.5 "By-laws" shall mean the by-laws adopted by the Association as amended from time to time.

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Section 1.6 “Common Area” means all tracts as shown on the final plats of Copper Creek North Filings 1, 2, and 3 and tracts conveyed to the HOA by Declarant as part of the process of filing future plats of the Additional Property, and includes all drainage easements created by the recorded plats of Copper Creek North Filings 1, 2, and 3 and may include all tracts and other common areas created by Filings 4 and 5 and by future filings of the Property and the Additional Property. For clarity, the HOA shall maintain all Common Areas to the standards set forth in City approvals and plans for the Copper Creek North Filings 1, 2, and 3 subdivisions. If the City determines in the future that it shall maintain the trail within Tract M, the City shall notify the HOA that the maintenance thereof has been transferred to the City.

Section 1.7 “Common Expenses” means: all expenses expressly declared to be common expenses by this Declaration, any supplemental declaration or by the Bylaws of the Association; all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Area, and all expenses determined to be Common Expenses by the Board of the Association from time-to-time.

Section 1.8 “Completion of Construction” shall mean the earlier of the receipt of a certificate of occupancy from the local building authority for a structure on the Property or the Additional Property or completion of the work as described on a plan or plans as approved by the Design Review Board.

Section 1.9 “Declarant” shall mean and refer to Park Vista, LLC which is a Colorado limited liability company, and its successors and assigns. “Declarant” shall also refer to any successor or assign as may hereafter be designated by the Declarant by a written instrument duly recorded in the office of the Clerk and Recorder of Mesa County, Colorado.

Section 1.10 “Design Review Board” or “DRB” shall mean the building and design committee appointed by Declarant until Declarant no longer has control as described in §5.4, and thereafter by the Board of Directors of the HOA, or such other name as the Board determines, for the control of architectural style and construction within the Property, and future phases and filings of the Property and the Additional Property.

Section 1.11 “Declaration” shall mean and refer to this Third Amended Declaration of Covenants, Conditions, and Restrictions, as the same may be amended from time to time, including amendments by which Declarant further subdivides and develops the Property and the Additional Property into future Lots, tracts and common areas pursuant to Declarant’s reserved development rights, including the right to annex future phases and filings into the Association without the consent of Owners of Lots within Filings 1, 2, and 3 or any other filing or phase.

Section 1.12 “Dwelling” or “Residence” shall mean and refer to any residential improvement constructed within the Property and the Additional Property, including accessory buildings.

Section 1.13 “First Mortgage” shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument encumbering a Lot recorded in the records of the County Clerk,

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having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general *ad valorem* tax liens and HOA assessments).

Section 1.14 "First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

Section 1.15 "Lot" shall mean and refer to any separate numbered lot or tract shown upon any recorded subdivision map of the Property and the Additional Property or any portion thereof, as the same may be amended from time to time, together with all appurtenances and improvements now or hereafter, with the exception of the Common Area.

Section 1.16 "Member" shall mean and refer to each Owner of a Lot that is subject to this Declaration and will include future Owners of future Lots of the Copper Creek North planned community. At present, "member" includes all Owners of Lots in Filings 1, 2, and 3 of the Copper Creek North community. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot and shall mean Membership in the Association.

Section 1.17 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property or the Additional Property upon annexation into the Association, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.18 "Property" or "Properties" shall mean and refer to that certain real property described in this Declaration, namely the Lots created by The Copper Creek North Filings 1, 2, and 3 and upon annexation into the Association of the Additional Property, shall include the future phases, future filings or subdivisions of the Additional Property.

Section 1.19 "Subdivision" shall refer to Copper Creek North Filings 1, 2, and 3 and, upon annexation into the Association, Filings 4 and 5.

Section 1.20 "Start of Construction" shall mean the earlier of the application for a building permit with the local building authority, the excavation on any Lot, or the start of landscaping on any Lot.

Section 1.21 Terms not defined herein shall have the meaning defined in the City's of Grand Junction ("City") Development Code, or if not defined therein, as defined in the ordinances of the City of Grand Junction, as amended from time to time.

ARTICLE II PROPERTY RIGHTS

Section 2.1 Property Subject to Declaration. Declarant states that all Lots and Tracts created

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by the plats of Copper Creek North Filings 1, 2 and 3 are subject to this Declaration. Declarant reserves the right, without consent of any Owner, the Association, or any other person or entity, to subject draft Filings 4 and/or 5 to the provisions of this Declaration in one or more filings.

Section 2.2 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 Declaration shall be deemed to be covenants appurtenant to and running with the land, and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in the Property, and their respective heirs, successors, representatives or assigns. The recording of this Declaration shall be sufficient to create and reserve on the Property all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein.

Section 2.3 Owners' Right of Enjoyment. Subject to the provisions of Section 2.4 and Section 7.1(e) of this Declaration, every Owner shall have a nonexclusive right to the use of the Common Area and such right shall be appurtenant to and shall pass with the title to every Lot.

Section 2.4 Extent of Owners' Rights. The right of use and enjoyment created hereby shall be subject to the following:

(a) The right of the Association to promulgate and publish rules and regulations with which each Member shall strictly comply;

(b) The right of the Association to suspend the voting rights of a Member during any period when any assessment against a Member's Lot remains unpaid for thirty days or longer, pursuant to the Bylaws, for any infraction of its adopted rules and regulations; and the same rights of The Association;

(c) The right of the Association to close or limit the use of the Common Area, including tracts, while maintaining, repairing or making replacements thereto, or in the event a Member has had voting rights suspended;

(d) Time sharing is not permitted. Any lease agreements between an Owner and a lessee for a Lot and/or residence shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with the terms and provisions of such documents shall be a default under the lease. Further, all leases shall be in writing. Each Owner is obligated to notify the HOA within ten (10) business days of the name and contact information of each such lessee or renter, and upon request to provide a copy of each such lease to the HOA.

Section 2.5 Common Area. The Association shall have all rights of ownership and shall be responsible for the maintenance of the Common Area, including improvements thereon and additional Common Area created by the recorded plats of Copper Creek North Filings 1, 2 and 3.

ARTICLE III ALLOWED USES

Section 3.1 General.

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(a) All of said Lots shall be used only for residential purposes. No structure other than one detached single-family residence per Lot, along with one accessory structure per Lot, if permitted by the City, shall be constructed or permitted on a Lot. Every residence shall have a private garage for no less than two vehicles. Every driveway shall be at least twelve feet (12') wide and shall be constructed and maintained as a concrete paved surface and shall be large enough to park two vehicles thereon.

(b) The Owners of Lots 2, 3, 9, 23 and 63 of Filing 1, the Owners of Lots 22, 35, 42, 46, 47, 51, 58, 62 and 63 of Filing 2, and the Owners of Lots 72, 75, 81 and 84 of Filing 3 (collectively "Corner Lots") may keep one recreational vehicle on such Corner Lots so long as it is located on a concrete pad and is located in the side or rear yard as defined by the HOA, or in the absence of a definition by the HOA, by the City of Grand Junction's Zoning and Development Code. "Recreational Vehicle" for purposes of this section may be defined by the DRB but until such time as the DRB adopts a definition it means a motor vehicle capable of propelling itself which has living quarters integrated into the motor vehicle, and also means trailers (including "fifth wheel" trailers) that have living quarters integrated into the trailer but excludes home-made or non-professionally manufactured motor vehicles or trailers. For example, a school bus that has been converted into living quarters is not a "recreational vehicle" unless the DRB specifically approves it as such, based on the quality of the workmanship both exterior and interior.

(c) The structures and grounds of each Lot shall be maintained in a neat and attractive manner by the Owner(s) thereof.

(d) The work of constructing, altering or remodeling any building on any part of any Lot shall be pursued diligently from the commencement thereof until the completion thereof.

Section 3.2 Temporary, Modular Structures. No temporary house, trailer, tent, garage, or outbuilding shall be placed or erected upon any Lot, and no residence placed or erected upon any Lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans, nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions and restrictions herein set forth; provided, however, that during the actual construction or alteration of a building on any Lot, necessary temporary buildings for storage of materials may be erected and maintained by the person doing such work. In addition, no trailer, tent, motor home, mobile home or similar temporary structure shall be occupied as a residence in any manner at any time while on the Property.

Section 3.3 Miscellaneous Structures. No advertising, billboards or signs of any character shall be erected, placed, permitted or maintained on any Lot unless prior written consent of the DRB has first been obtained.

(a) "For sale" signs that apply to a residence on a Lot are permitted without the approval of the DRB. Such signs must be removed within 10 days after a transfer of ownership occurs. "Sold" signs are not permitted longer than 10 days after title has transferred.

(b) All signs must be free standing and cannot be placed on any wall, fence, building, tree, bush or other structure.

(c) Declarant is permitted to erect and maintain customary sales and development signage on the Property and the Additional Property.

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(d) A general building contractor constructing a new residence on a Lot is permitted one sign no larger than 20 square feet in sign area. The general contractor can permit sub-contractors or suppliers to use space with the 20 square foot area. No separate sub-contractor or supplier signs are permitted.

(e) Signs of contractors or suppliers doing maintenance or repair work in the Subdivision are not permitted to place signs on any Lot, right of way or Common Area.

(f) Section 38-33.3-106.5, C.R.S., limits the HOA regarding:

(i) the display of the American flag;

(ii) the display of a service flag bearing a star denoting the service of the Owner or occupant of a Lot or of a member of the Owner's or occupant's immediate family; and

(iii) the display of certain political signs.

Section 3.4 Living Area. The total finished living area of any single-story residence, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet, outside measurement. In the case of a two-story dwelling, the lower ground level shall be at least 1,000 square feet, outside measurement. The square footage shall be determined by using outside measurements for finished living area totally above ground, such that basements, garages, porches and patios shall be excluded.

Section 3.5 Height Restrictions. Except as otherwise provided herein, building heights are measured from the building corner with the highest natural grade to the top of the highest ridge line or top of the highest parapet. Natural grade means the grade of the Lot after roads, utilities and rough grades are completed by the Declarant, but before any Owner or other person makes any modifications to the grade of the Lot. No structure shall be erected or maintained on any Lot which is higher than twenty-six feet in height. Height shall be the vertical distance of the structure measured from the lowest point of a finished grade on the Lot within two (2) feet of the structure to the uppermost point of the structure. Chimneys, if allowed, shall be excluded in determining the height of a structure. This is exclusive of basements. Lots shall be limited to two living levels above the natural grade of the Lot, exclusive of basements. Basements shall not extend more than 3 feet above the natural grade of the Lot without permission of the DRB.

Section 3.6 Outbuildings-Setbacks. Structures other than the principal residence shall conform to the exterior design of the principal residence. Setbacks for structures shall be in accordance with the approved site plan and final plat for the Property, and in accordance with the City's requirements.

Section 3.7 Building Material.

(a) The outside facade of each exterior surface of each structure constructed after the date of recordation hereof shall be constructed of and maintained primarily with wood composite siding (such as Hardi™, but not vinyl or other siding; wood, stone and/or brick accents are allowed. No structure or any portion or element thereof, including storage sheds and accessory structures, shall be constructed or replaced without the prior written approval of the DRB.

(b) As approved by the DRB, the roofs on all structures shall be covered with asphalt architectural shingles, metal, tile or slate material, with colors approved by the DRB.

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(c) Exterior paints shall be as approved by the DRB from a palette approved by the DRB from time-to-time. Any variations must be approved in writing by the DRB.

Section 3.8 Pets-Animals. No cattle, sheep, goats, pigs, rabbits, poultry, or other animals of any description shall be kept or maintained on any Lot, except that Owners may keep not more than two (2) dogs, cats or other domestic animals which are bona fide household pets so long as such pets are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of the Subdivision, and in compliance with all existing applicable local ordinances. No horses shall be kept or maintained on any Lot. The DRB may adopt rules allowing domestic animals on tracts, as specified by the DRB, with such other rules that the DRB deems necessary from time-to-time.

Section 3.9 Fencing. Screening.

(a) After the date this Declaration is recorded, no fence shall be permitted unless written permission is given therefor by the DRB, and the City has issued a fence permit. The DRB shall approve a fence request if the fence is not higher than six feet and constructed of cedar wood pickets, unless the DRB approves fences with other than cedar, and is limited to the boundaries of a Lot only in the side and rear yards of a Lot. "Side" and "rear" yards are as defined by the City. Chain link fences of six foot or less may be allowed if used to contain household pets and may be allowed by the DRB. All Recreational Vehicles described in section 3.1(b) shall be screened from Lots and public rights of way by a six-foot-high fence that is approved by the DRB.

(b) Each Lot Owner shall maintain each fence, whether on a Lot or on the boundary of a Lot, in good order and repair. "Good order and repair" means to repaint or re-stain wooden fences at least once each five years, with the color and type of paint or stain being specified by the DRB. The HOA has the power, but not the duty, to maintain any fence if the Owner fails to do so after the giving of 30 days written notice to the Owner and the failure of the Owner to begin good order and repair and to thereafter complete same with reasonable diligence but in any event to complete same within 60 days of such written notice. The costs of such repair and/or maintenance performed by the HOA due to a lack of good order and repair by the Owner shall be assessed against the Owner's Lot.

(c) No clothes lines, drying yards, service yards or storage areas shall be located on any Lot so as to be visible from public streets, from the Common Area or the first floor of any adjacent residence.

Section 3.10 Home Occupations. No Lot or the improvements situated thereon may be used for commercial purposes of any type whatsoever, excepting home occupations that are allowed by the City and this Declaration, however, notwithstanding any City rule, no "day care", "group home" or "bed and breakfast" is allowed. For purposes of this Declaration, home occupation shall have the meaning set forth in the City's Zoning and Development Code in effect as of the date hereof and "bed and breakfast" includes rentals with a term of less than thirty days, such as are available through services or websites such as "Airbnb" and "VRBO."

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**ARTICLE IV
MAINTENANCE. OTHER RULES.**

Section 4.1 Completion of Landscaping. Each Owner shall complete the landscaping of his Lot in accordance with plans approved by the DRB within eight months of completion of construction of the principal dwelling thereon, or, if weather conditions then prohibit such installation, as approved by the DRB. If any Owner fails to timely complete the landscaping of a Lot as aforesaid, the HOA may, at its option, after giving the Owner thirty (30) days' prior written notice (unless within said thirty (30) day period the Owner of the Lot shall proceed and thereafter pursue with diligence the completion of such landscaping) undertake and complete the Landscaping of the Lot in accordance with the approved landscaping plan, or in the absence of a landscape plan, based upon a plan prepared or engaged by the DRB. The DRB shall determine an acceptable level of initial completion in the event an Owner wants to phase the landscape plan. All costs incurred by the HOA relative to installation of landscaping on a Lot shall be assessed against the Owner of said Lot and the Lot.

Section 4.2 Landscaping. Maintenance.

(a) Except as otherwise provided herein, the maintenance and repair of each Lot and all structures thereon shall be the responsibility of the Owner(s) thereof, including but not limited to, landscaping, the interior and exterior of the structures and other improvements constructed thereon, and any fence(s) on the boundary line of a Lot (collectively "Improvements").

(b) Each Owner shall landscape, plant, and thereafter maintain, their Lot in accordance with landscaping plans therefor approved by the DRB, and in accordance with the City's Development Code, so that the Lot and all Improvements hereon and landscaping is always neat, well-maintained and consistent with other Lots.

(c) In the event the Owner fails to keep and maintain the Lot, landscaping and/or Improvements in accordance herewith, the HOA may, but shall not have the obligation to, cause such repairs or maintenance as may be needed to comply herewith, remove accumulations of trash or debris, cut weeds and/or maintain the landscaping and exterior of all structures; the costs of such HOA work, maintenance and repairs shall be assessed to and against the Owner and the respective Lot.

Section 4.3 Owner's Negligence. Notwithstanding anything to the contrary contained in this Article, in the event that the need for maintenance or repair of property or improvements owned or controlled by the HOA is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest, agent or invitee of such Owner, the cost of such repair or maintenance shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the HOA for such maintenance, repair or reconstruction shall be added to and become part of the assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot as provided in this Declaration. A determination of the negligence or willful act or omission of any Owner or any member of an Owner's family or guest, agent or invitee of any Owner, and the amount of the Owner's liability

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therefor, shall be determined by the HOA at an HOA hearing after notice to the Owner. Such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

Section 4.4 Nuisances.

(a) No noxious or offensive activity shall be carried on upon the Property not shall anything be done or placed on any of the Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to the other Owners. The HOA may adopt rules regarding definitions of and standards of conduct regarding noxious and offensive activity, including lights, from time-to-time, but only after giving notice and an opportunity for participation to Owners; inclusion of this sentence shall not be construed to limit the power of the HOA to adopt other rules or regulations.

(b) No garbage, refuse, rubbish or cuttings shall be deposited on any street nor on any Lots, unless placed in a suitable container suitably located in a concealed manner. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. No trash containers are to be left exposed overnight, except for Lots where construction has been approved by the DRB.

(c) No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be omitted on any Lot or in any dwelling which is unreasonably loud or annoying; and no odor shall be omitted on any Lot or dwelling which is noxious or offensive to others.

Section 4.5 Construction Completion. Completion of Construction of a Residence must occur within nine (9) months of the Start of Construction unless an extension of time is granted by the DRB.

Section 4.6 Antennas. No television, microwave or other antenna, dish or similar device shall be erected or maintained on any Lot or structure which has any dimension larger than twenty inches (20"). No tower, antenna or aerial shall be erected or maintained that is higher than fifteen feet (15') above the finished grade of the Lot. "Finished grade" means as defined by the City for determining the height restriction for construction of a new residence on the Lot.

Section 4.7 Hazardous Activities. No activities shall be conducted on the Property or on improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any of the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designated interior fireplace.

Section 4.8 Utilities.

(a) All electric, television, radio, telephone and other utility line installations and connections from the Owner's property line to a dwelling or other structure shall be buried underground, except that during the construction of a dwelling, the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

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(b) Each residence shall connect with the water and sanitation facilities provided by the appropriate governmental or quasi-governmental entity, and no private wells or private sewage systems shall be allowed on the Property.

Section 4.9 Drainage.

(a) Except as approved by the DRB, no modifications or alterations to the grade or soils on any Lot or Common Area shall be made in such manner that will obstruct, divert or otherwise alter the water drainage courses and patterns, nor shall landscaping or changes to the existing terrain be made which would obstruct, divert or otherwise alter such drainage.

(b) No person shall fill in, obstruct or otherwise alter the flow of storm water, run-off or existing and future drainage easements that are created by or shown on any recorded plat of any portion of the Property.

Section 4.10 Mining. No Lot or other portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 4.11 Tanks. No tanks of any kind, elevated or buried, shall be erected, placed or permitted upon any Lot without the prior written approval of the DRB.

Section 4.12 Garage Sales. The HOA may designate two weekends each calendar year for the Lot Owners and residents to hold garage sales. Garage sales shall not be allowed except on the dates set by the HOA.

Section 4.13 Weeds. Noxious weeds/vegetation, as designated by the City of Grand Junction or other applicable governmental authority, that are located on a Lot or the Common Area shall be forthwith removed. The HOA has the authority to cause noxious weeds to be removed from a Lot if written notice is first given to the Owner of a Lot and if such owner fails remove same within said twenty (20) days of mailing or delivery of such notice. Such notice may be delivered by posting the notice on the front door of the residence. If the Owner fails to pay in full within thirty (30) days of the mailing or delivery of notice of the costs incurred by the HOA in dealing with such noxious weeds/vegetation not timely removed by a Lot owner, such costs shall be a special assessment against the particular Lot and a personal obligation of each Owner thereof. The HOA shall have the duty to remove noxious weeds from the Common Area.

Section 4.14 Water Near Foundation. Each Owner shall maintain the ground and grades of, and the landscaping on, a Lot so that water flows away from each residence and other structures and so that water near or under the foundation of all structures is perpetually avoided. Further, each Owner shall maintain the grade on and improvements to his/her Lot so that drainage/run-off water does not flow onto any other Lot or adjacent property unless the drainage/run-off water flows in a designated drainage easement.

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Section 4.15 Restrictions on Parking and Storage. Except as allowed by section 3.1, no Lot, private street, private drive or parking area, unless specifically designated by the plat of a recorded plat of a Copper Creek North Filing or unless designated by the Association and in conformity with the ordinances of the City of Grand Junction, shall be used as a parking, storage, display or accommodation area for any type of Recreational Vehicle, house trailer, camping trailer, snowmobile, boat trailer, hauling trailer, boat or accessories hereto, truck larger than a $\frac{3}{4}$ ton pick-up truck, or any type of motor home except as a temporary expedience for loading, delivery, emergency, *etc.* (however, this restriction shall not restrict trucks or other commercial vehicles within the Property which are necessary for the construction or repair of structures on Lots or Common Area or the maintenance of Lots or the Common Area), unless the same shall be stored, parked or maintained wholly within a garage area of a dwelling with the garage door in a closed position during the night time hours or when the residents of the dwelling are not present. At no time shall any vehicle parking be permitted on a Lot other than on a paved driveway that has been approved by the DRB, except during times of, and in connection with normal Lot maintenance, repair or construction. Goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business shall not be kept or stored on any Lot, excepting the right of any homebuilder and the Declarant to store construction equipment and materials on a Lot while construction or maintenance is actively in process. The DRB can require such construction materials, equipment and supplies be removed from the Lots if, in its sole opinion, it is creating a nuisance to the neighborhood or construction is not progressing as quickly as is reasonable.

Section 4.16 Repair. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, or servicing of any kind of Recreational Vehicle, motor vehicle, boat, water craft, trailer or other equipment (other than equipment serving a lawful structure or residence) may be performed on any Lot unless it is done within completely enclosed garages or other structures located on the Lot which screen the sight and sound of the activity from the street and from adjoining Lots. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, Recreational Vehicle, boat, water craft, trailer or motor driven cycle together with those activities normally incident and necessary to such washing and polishing.

Section 4.17 Vehicles in Disrepair. No Owner shall permit any inoperable or junk vehicle, trailer, boat, water craft, motor driven cycle or Recreational Vehicle to be abandoned or to remain parked upon any Lot (other than inside a garage or as allowed by section 3.1), public right-of-way, street, alley, Common Area or Tract for a period of time in excess of forty-eight (48) hours. A vehicle, including Recreational Vehicles and trailers, shall be deemed to be inoperable unless it has current registration and license plates and is in operable condition able to be legally operated on a public street.

Section 4.18 Wood Piles. No wood piles, for fireplaces or other uses, may be stored out of doors where they may be visible from any street or tract.

Section 4.19 Wildlife. No hunting, shooting, trapping or otherwise killing or harming of wildlife shall be permitted on the Property.

Section 4.20 Plant Diseases and Insects. No Owner shall permit anything or condition to exist

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upon his Lot which shall induce, breed or harbor infectious plan diseases or noxious insects.

Section 4.21 Basements. Basements are permitted. Engineered foundations are recommended on all Lots and are required on all Lots where basements are to be constructed. Owners should verify that sewer service is available to the basement.

Section 4.22 Outbuildings and Recreational Structures. Pools and shade shelters, such as gazebos, must be approved by the DRB and may be located within the buildable area of the Lot. These structures must be architecturally related to the dwelling. Metal sheds are prohibited. Swing sets and similar play structures are allowed only in the rear yards as defined by the City and are not subject to review by the DRB.

Section 4.23 Mechanical Equipment. Ground mounted mechanical equipment must be visually screened from view from public streets and from a first-floor view of adjacent residences within the Copper Creek North development, including all filings and phases.

Section 4.24 Garage Doors. Garage bays for three cars wide is the maximum permitted of which one or two garage doors for two cars wide is the maximum that can face the street.

Section 4.25 Cottage Lots. Maintenance, Maintenance, Access, Waterline and Sewer Service Line Easements.

(a) Lots 10 through 21 of Copper Creek Filing 1, Lots 36-62 of Copper Creek Filing 2 and Lots 72-84 of Copper Creek Filing 3 are herein termed "Cottage Lots." Additional Cottage Lots may be created in subsequent filings.

(b) Perpetual, non-exclusive maintenance and maintenance access easements (labeled "8' Maintenance Easement" on the Plat) are hereby created, and are granted to the HOA by a separate instrument: (i) Burdening, respectively, Lots 10, 11, 12, 14, 15, 16, 19, 20 and 21, and benefitting, respectively, Lots 11, 12, 13, 15, 16, 17, 18, 19, 20 and 21, as shown on the recorded plat for Copper Creek Filing 1; (ii) Burdening, respectively, Lots 22, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 48, 49, 50, 51, 52, 53, 54, 56, 57, 59, 60 and 61, and benefitting, respectively, Lots 36, 37, 38, 40, 41, 44, 45, 46, 47, 48, 49, 52, 53, 54, 55, 57, 58, 60, 61 and 62, as shown on the recorded plat for Copper Creek Filing 2; and (iii) Burdening, respectively, Lots 73, 74, 75, 76, 77, 78, 79, 80, 82, 83 and 84, and benefitting, respectively, Lots 72, 73, 76, 77, 78, 79, 80, 81, 83 and 84. The purpose of said easements is for maintenance, repair, replacement, and upkeep of structures and other improvements on or benefitting said respective Cottage Lots, and includes the right of access onto the said respective burdened lots for equipment, personnel, ladders, *etc.*

(c) Perpetual, non-exclusive domestic water line maintenance and maintenance access easements (labeled "8' Water Easement" on the Plat) are hereby created and are granted to the HOA by separate instrument: (i) As shown on the recorded plat for Copper Creek Filing 1, burdening, respectively, Lots 18, 19 and 20 for the benefit of Lot 21; Lots 18 and 19 for the benefit of Lot 20; Lot

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18 for the benefit of Lot 19; Lot 17 for the benefit of Lot 16; Lots 16 and 17 for the benefit of Lot 15; and Lots 15, 16 and 17 for the benefit of Lot 14; and (ii) As shown on the recorded plat for Copper Creek Filing 2, burdening, respectively, Lots 36, 37, 38, 40, 41, 43, 44, 45, 48, 49, 50, 51, 52, 53, 54, 56, 57, 59, 60, and 61, and benefitting, respectively, Lots 37, 38, 39, 41, 42, 44, 45, 46, 47, 48, 49, 60, 62, 61 and 62; and (iii) As shown on the recorded plat for Copper Creek Filing 3, burdening, respectively, Lots 73, 74, 75, 76, 77, 78, 79, 80, 82, and 83, and benefitting, respectively, Lots 72, 73, 76, 77, 78, 79, 80, 81, 83 and 84.

(d) Perpetual non-exclusive sewer service line easements are hereby created for the benefit of Lots 82 and 83 across the northern portion of Tract L, as shown on the recorded plat for Copper Creek Filing 3 subdivision; the purpose of such sewer service line easements is to convey domestic sewage from said Lots 82 and 83 to the City of Grand Junction sewer lines in Creek Lane.

(e) No sheds are allowed on or in any easement described in this Section 4.25; hot tubs and play equipment and other personal property on a list approved by the DRB, for example, are allowed if approved by the DRB and so long as the location of hot tub or play equipment or other personal property do not unreasonably interfere with maintenance of the home, as determined by the DRB. During the period of Declarant control, Declarant has the authority to enforce this subsection (d), and thereafter the HOA shall enforce this subsection (d).

(f) Grass or sod is prohibited in side yards on lots on corners of streets that are not adjacent to a lot with a zero-lot line setback, *i.e.*, grass or sod is only allowed in the side yards of Lots 10, 13, 17, 18, 22, 39, 42, 46, 47, 51, 55, 58, 62, 72, 75, 81 and 84 for Lots 22, 74 and 82, the east side yard only.

(g) Windows in Cottage Lots that face side yard easements benefitting an adjacent Lot shall be a minimum of six feet (6') high at the bottom, measured from the interior finished floor, and such windows shall not be operable or able to be opened and closed.

(g) In the event of dispute between the respective benefitting and burdened owners of said Cottage Lots regarding the easement, and the benefits and burdens created by this section 4.25, during the period of Declarant control, Declarant shall resolve any such dispute and thereafter, the Association shall resolve any such dispute in light of the purposes described in this section 4.25.

4.26. Snow Removal. The Association has the duty to remove snow accumulations from all sidewalks and other impervious surface areas located on or in Common Areas. The costs of such snow removal shall be a Common Expense. Lot Owners are responsible to remove snow from sidewalks in front of their respective Lots and driveways.

4.27. (a) Tracts. Declarant reserves the right to require buyers of Lots to pay into a reserve fund or capital fund, or other fund named by Declarant, which proceeds may only be used to make improvements to one or more areas of the Common Area, including Tracts.

(b) Declarant and/or the HOA reserve the right to dedicate a Tract to one or more uses deemed by them to benefit the Property and the Owners; examples of such uses are hobby farms (with number of

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animals such as horses or chickens specified by the DRB), swimming pool, hot tubs, bocce ball courts, volleyball courts, horse shoe pits, basketball court, indoor gymnasium, areas for games such as “corn hole.”

(c) Declarant also reserves the right to spend funds on making improvements to any Tract, on the condition that the HOA, or Lot Owners, reimburse Declarant for such expenditures over a ten-year period following completion.

ARTICLE V ASSOCIATION MEMBERSHIP AND VOTING RIGHTS INDEMNITY

Section 5.1 Purposes and Powers. The Association shall be a corporation organized pursuant to the Colorado Revised Nonprofit Corporation Act, §7-121-101, *et seq.*, C.R.S., to be and constitute an entity for the exercise of the powers for the purposes set forth in this Declaration, including the appointment and removal of the Design Review Board (DRB), the management of irrigation supply and run-off and storm water, Common Areas, the levy and collection of assessments, the enforcement of the covenants, conditions and restrictions set forth in this Declaration, such rules and regulations as may be adopted by the Board, and to otherwise exercise such other powers as are set forth in this Declaration, or reasonably necessary to fulfill its objectives and purposes.

Section 5.2 Membership. Every Owner of a Lot which is subject to assessment hereunder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot owned by one Owner shall be entitled to one vote and the Owner or Owners shall exercise the vote of each Lot as they determine, however, not more than one vote can be cast with respect to any Lot; if a Lot is owned by multiple Owners, such Owners shall cast the vote allocated to such Lot as is provided in §38-33.3-310(1)(a), C.R.S.

Section 5.3 Directors of the HOA. The affairs of the HOA shall be managed by the directors of the HOA, known as the Board. Until Declarant relinquishes control of the Board to the Owners pursuant to Section 5.4 below, the Declarant shall act as the Board; thereafter, the Board shall have three members. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the HOA.

Section 5.4 Management of the HOA.

(a) From date of formation of the Association until the termination of Declarant’s control as provided below, Declarant shall have the right to appoint and remove all members of the Board and all officers of the Association, except as provided in this Section 5.4. The period of Declarant’s control of the Association shall terminate no later than the earlier of: sixty days after conveyance of seventy-five percent of the Lots created now and in the future from possible Filings 4 and/or 5 to Owners other than Declarant; or, two years after the last conveyance of a Lot created now and in the future from may become Filings 4 or 5 by Declarant in the ordinary course of business.

(b) Notwithstanding any contrary provision, Declarant reserves the right to appoint all

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members of the DRB, and to act for the DRB until Declarant has conveyed all Lots within the Property to Lot Owners, including all Lots created out of the Additional Property.

(c) Declarant may voluntarily surrender the right to appoint and remove officers of the HOA and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the HOA or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective; specifically, Declarant shall retain control of the DRB as set forth in (a), above.

(d) Not later than sixty days after conveyance of twenty-five percent of the Lots in the Copper Creek North development (all filings and phases) to Owners other than Declarant, at least one member and not less than twenty-five percent of the members of the Board shall be elected by Owners other than Declarant. Not later than sixty days after conveyance of fifty percent of the Lots in the Copper Creek North development (all filings and phases) to Owners other than Declarant, not less than thirty-three and one-third percent of the members of the Board shall be elected by Owners other than Declarant.

(e) Not later than the termination of Declarant's control, the Owners shall elect a Board of three (3) members, at least a majority of which shall be Owners other than Declarant or designated representatives of Owners other than the Declarant.

(f) The Board shall elect the officers of the Association.

(g) The Owners, by a vote of sixty-seven percent (67%) of all persons present and entitled to vote in any meeting of the Owners at which a quorum is present, may remove any member of the Board with or without cause, other than a member appointed by the Declarant during the period of Declarant control.

(h) Within sixty days after Owners other than Declarant elect a majority of the Board, Declarant shall deliver to the Association all property of the Owners and the Association held or controlled by Declarant, including without limitation, as further detailed in Section 38-33.3-303, C.R.S.: (i) the original or a certified copy of this Declaration; (ii) the HOA's articles of incorporation, bylaws, minute books and records, and any rules or regulations that have been adopted; (iii) an accounting for HOA funds and financial statements if Declarant has imposed regular annual assessments; (iv) the HOA's funds or control thereof; (v) all of the HOA's personal property; (vi) a copy of the plans and specifications used in construction of the improvements (if any) to the Common Area(s); (vii) copies of all insurance policies which name the HOA, the Owners, or the members of the Board as insured persons; (viii) copies of all certificates of occupancy for the improvements (if any) on all Common Area(s), including any other permits issued by governmental bodies applicable to the Common Area(s); (ix) any written warranties relating to property of the HOA that are still effective; (x) a roster of Owners, mortgagees and their addresses and telephone numbers, if known, as shown on Declarant's records; (xi) All employment contracts, if any, in which the HOA is a contracting party; and, (xii) All service contracts in which the HOA or the Owner's have any obligation to pay a fee to the persons performing the services.

Section 5.5 Officers of the Association. The officers of this Association shall be as set forth in the Bylaws of the Association.

Section 5.6 Duties of the Board; Indemnification of Officers and Directors. Section 38-33.3-

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303, C.R.S., provides for the exercise of care in the performance of the duties of the officers and members of the Board of the HOA:

(a) If appointed by the Declarant, the officers and members of the Board are required to exercise the care required of fiduciaries of the Association;

(b) For officers and members of the Board not appointed by Declarant, no members of the Board and no officer shall be liable for actions taken or omissions made in the performance of such member's duties except for wanton and willful acts or omissions. Except as provided otherwise by the foregoing sentence, and except as provided for in §7-128-402, C.R.S., the Association shall indemnify and hold harmless Declarant and any member of the Board, and any officer of the Association and 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, attorney's fees, incurred in the defense or settlement of any action arising out of or claimed on account of any act, omission, error or negligence of such person, or of the Association, the Board, or any committee of the Association, provided that such person has acted in conformity with applicable law, including the provisions of said Sections 38-33.3-303 and 7-128-402, C.R.S., and § 7-128-403, C.R.S.

ARTICLE VI DESIGN REVIEW BOARD

Section 6.1 Composition.

(a) Until Declarant has conveyed all of the Lots in Filings 1-3, and all lots that may be created and incorporated into the Copper Creek North community, Declarant shall constitute the Design Review Board (DRB). After Declarant has conveyed all portions of the Property to Lot Owners, the DRB shall consist of three or more persons appointed by the Board of Directors of the Association. Once Declarant no longer acts as the DRB, a reasonable effort shall be made to have an architect on the DRB. A majority of the DRB may, from time to time, designate a representative to act for it. The power of the Declarant to be and act for the DRB, as provided herein, shall include without limitation the power to: initially constitute the membership of the DRB; appoint member(s) to the DRB upon the occurrence of any vacancy therein, for whatever reason; remove any member of the DRB, with or without cause, at any time; appoint the successor thereof; and each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the Declarant.

(b) The DRB shall have the right to adopt Architectural Control Guidelines and other rules and regulations from time to time to assist owners in applying for DRB approval.

(c) The DRB shall exercise its best judgment in interpreting and implementing this Declaration and the duties, powers and responsibilities of the DRB.

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(d) When the members of the DRB do not have the expertise to review a particular application or request before it, it may reject or disapprove the application unless the requesting Owner agrees to pay for engineering, architectural and/or other professional services rendered to the DRB in conjunction with the request or application. If such an Owner fails to timely pay for such services, the DRB shall refer the matter and bill(s) to the HOA which may impose a special assessment against the Owner's Lot which shall be a lien against the Lot and an obligation of each such Owner, in accordance with this Declaration.

(e) Review and approval by the DRB does not relieve an Owner from his sole responsibility to abide by all of the rules of this Declaration, and any rules adopted by the HOA and/or the DRB. Each Owner, by acceptance of a deed to a Lot, agrees that, notwithstanding any acts or failure to act of the DRB, the HOA may enforce its rules, the rules of the DRB, and the provisions of this Declaration, and that the doctrine of estoppel and similar equitable principles shall not limit or bar any such HOA actions.

Section 6.2 Prior Approval. No structures, buildings or other Improvements of any kind, including without limitation driveways leading to the various structures within the Property, shall be constructed, remodeled or altered in any fashion within the Property, nor may any vegetation be altered or destroyed nor any landscaping performed, unless two complete sets of proposed plans and specifications for such construction or alteration or landscaping are submitted to and approved by the DRB prior to the commencement of such work.

Section 6.3 Approval Process.

(a) All applications shall be submitted to the DRB in writing and in duplicate. An application is not complete until the Owner or Owner's agent provides to the DRB all required City of Grand Junction approvals, which would ordinarily include a "planning clearance" issued by the City, as well as the materials required by Section 6.4.

(b) The DRB shall approve or disapprove in writing all plans and requests within thirty (30) days after receipt by the DRB of documentation as described in section 6.4 and (a), above. In the event the DRB fails to disapprove action within thirty (30) days after a request has been received, approval will not be required, and the provisions of this Article will be deemed to have been met, if the plans comply with this Declaration and §6.4 as provided in Section 6.4.

(c) A majority vote of the DRB is required for approval or disapproval of proposed improvements or other work.

(d) The DRB shall permanently maintain written records of all applications submitted to it and all actions it may have taken.

(e) The DRB may adopt rules and regulations for processing of such applications, including reasonable fees to process, renew and store such applications.

(f) If the DRB deems it necessary, it may condition its review and/or approval of any application or Owner request on the Owner agreeing to pay for such professional services as the DRB requires. Also see section 6.1(e) hereof.

Section 6.4 Plans. Plans and specifications submitted to the DRB shall show the nature, kind,

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shape, height, materials, floor plans, location, exterior color scheme, alterations, grading, drainage, erosion control and all other matters necessary for the DRB to properly consider and make a determination thereon. Submittals shall include a minimum of:

- (a) Site plan showing property boundaries, setbacks, building envelop, principal and accessory buildings, driveway location and width, surface drainage and fencing;
- (b) Building elevations (all sides) and floor plans;
- (c) For each residence, engineered foundation plans by a Colorado licensed professional engineer;
- (d) Samples of roof and external materials including, trim and accent colors for principal and accessory buildings and all other structures;
- (e) Landscaping. In order to receive approval of the Design Review Committee, landscape plans must:
 - (i) Minimize disruption of the natural terrain by grading;
 - (ii) Provide for vegetation and restoration of ground cover disturbed by grading;
 - (iii) Use only those man-made elements that blend with, or complement the natural landscape;
 - (iv) Use existing or natural drainage paths whenever possible;
 - (v) Provide for adequate snow storage and control of surface runoff; and,
 - (vi) Conserve and protect topsoil, vegetation, rock formations and unique landscape features.
 - (vii) Use native/low water plants.
 - (viii) Height of trees at maturity within the building envelopes must comply with building height limitations.

The DRB shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required of it by this Declaration. Notwithstanding §6.3(b), if the DRB requires extra time to review any submitted plans, it may so inform the applicant and it shall state in such notice the date by which a decision shall be made, within thirty (30) days of the notice.

Section 6.5 Variance. Where circumstances such as topography, location of trees, brush, rock, outcroppings, area aesthetic considerations, or other matters require or allow, the DRB may allow reasonable variances as to any of these covenants, including required sizes of structures, setback of side yard requirements, on such terms and conditions as it shall require.

Section 6.6 Best Judgment. The DRB shall exercise its best judgment to see that all improvements, structures, landscaping and all alterations on the Lots and Common Areas conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siding, height, topography, grade, drainage, erosion control and finished ground elevations.

Section 6.7 Other Considerations. Careful attention shall be given to aesthetic consideration of any design submitted, in order to enhance the Property and Additional Property. The DRB will consider the following:

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- (a) The overall nature and character of the Property and the Additional Property and appearance of the structure, including orientation with regard to sun, wind, view, slopes, privacy and the consistent quality use of exterior materials;
- (b) The minimal grading of building sites to preserve natural terrain and foliage;
- (c) The use of earthen colors and discouragement or prohibition of bright colors;
- (d) The installation of patio structures designed such that they will blend with and complement the appurtenant structure; and
- (e) The use of landscaping and plantings complementary to the residential character of the Subdivision.

Section 6.8 Liability. Subject to the overriding provisions of §38-33.3-303(3)(b) C.R.S. (which provides that decisions concerning the approval or denial of an Owner's application for architectural or landscaping plans to the DRB decisions must be made in accordance with the standards and procedures set forth in the bylaws and this Declaration or in duly adopted rules and regulations, and shall not be made arbitrarily or capriciously), the DRB, the Declarant, or any Owner shall not be liable in damages to any person, corporation, or association submitting any plans and specifications by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such plans and specifications. Each Owner is responsible to conform its structures and landscaping with applicable building codes and the City's Development Code, even when the DRB has approved plans that do not comply with such codes or requirements. Except as otherwise provided by law, including but not limited to §38-33.3-303, C.R.S., any Owner submitting or causing to be submitted any plans and specifications to the DRB hereby agrees and covenants that he will not bring any action or suit to recover damages against the DRB, the Declarant or any Owner collectively, its members individually or its advisors, employees or agents, and that such Owner releases DRB, the Declarant or any other Owner from any such claims or actions.

Section 6.9 Vote and Appeal. A majority vote of the DRB is required to approve a request pursuant to this Article. Within thirty (30) days of a decision, any Owner may appeal the decision of the DRB to the Board of Directors if the Board is composed of different members than the DRB, and, in such event, the decision of the Board shall be final.

Section 6.10 Violation. Upon violation of any of the conditions contained in this Declaration by any Owner, or by any renter, invitee, guest or family member of any Owner, the Board shall have the following power: The Board shall notify the Owner in writing of the specific violation and shall set a time in the notice when the Owner may appear before the Board to review the facts of the violation. Within twenty (20) days after such hearing, the Board shall enter its decision and shall notify the Owner in writing. Included in the decision will be a statement by the Board on what action must be taken by the Owner to correct the violation and a time period for completion of the remedial action. If the Owner does not complete the remedial action as set forth in the decision, then the Board may commence legal proceedings in the Mesa County District, County or Small Claims Court seeking damages and/or specific performance of the covenants in this Declaration. The prevailing party may recover all costs and attorney fees incurred in any such proceeding.

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ARTICLE VII ASSESSMENTS

Section 7.1 Creation of the Lien and Personal Obligation of Assessments.

(a) Each Owner of any Lot, but not Declarant or another Owner with respect to vacant Lots, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the HOA: (i) annual assessments or charges for Association Expenses, and (ii) special assessments for Association Expenses and, as may be required from time to time, for Common Area maintenance and improvements, to be established and collected as hereinafter provided. The annual and/or special assessments, (which do not apply to vacant Lots) together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made until paid in full. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) on demand, and without setoff or deduction.

(b) Such continuing lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the HOA may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded with the County Clerk and Recorder. The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as a part thereof.

(c) Each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal, joint and several, obligation of each person(s) who was the Owner of such Lot at the time when the assessment became due.

(d) The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

(e) The owners of vacant Lots are not subject to annual assessments until the earlier of the date of issuance of a foundation or building permit for a dwelling on a Lot.

Section 7.2 Adoption and Purpose of Assessment. The assessments levied by the HOA shall be: (a) adopted in accordance with § 38-33.3-303, C.R.S.; (b) used exclusively to promote the health, safety, and welfare of the residents of the Property or the Additional Property once portions thereof are subdivided and become part of the Association and, (c) to the extent not performed by any applicable government entity, be used for the maintenance of the Common Area.

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Section 7.3 Rate of Assessment. For improved Lots (those for which a foundation or other building permit has been issued, even if the permit has expired), annual assessments shall be fixed at a uniform rate for all Lots and shall be allocated to each improved Lot on the basis of a fractional share per Lot, the numerator of which fraction shall be one and the denominator of which shall be the number of improved Lots subject to the provisions of this Declaration, and shall be in the amount sufficient to meet the expected needs of the Association and to pay the Association Expenses. Notwithstanding any contrary provision hereof, for unimproved *i.e.*, vacant, Lots, during the period of Declarant control annual and special assessments shall not be imposed on vacant lots, and after the period of Declarant control the annual assessments shall be one quarter (1/4) of the rate for improved Lots.

Section 7.4 Date of Commencement of Annual Assessments. Declarant may impose the initial annual assessment during the first quarter of each year beginning in January 2018, and subsequent annual assessments during the first quarter of each succeeding year. After the period of Declarant control has terminated, annual assessments shall correspond with the fiscal year of the Association, as determined by the Board of Directors. The annual assessments shall be made due and payable with such frequency and on such dates as determined by the Board, but no more frequently than quarterly. Any Owner purchasing a Lot between assessment due dates for which a building or foundation permit has been issued shall pay a *pro rata* share of the last assessment due.

Section 7.5 Reserve Accounts. Initial Capital Assessments. As a part of the Association Expenses, the Declarant and the Association shall have the right to maintain adequate reserve fund accounts for the repair and replacement of those elements of Association property and the Common Area that must be repaired or replaced on a periodic basis, and to make improvements on the Common Area. Declarant has the right to collect from each new Owner of a Lot the sum of \$425 per Lot to be held by Declarant's as a reserve fund and/or capital account (and any amounts remaining when Declarant is no longer in control shall be transferred to HOA), to be used as necessary to make improvements to one or more of the Tracts owned by the HOA, and to maintain or repair/replace as necessary the irrigation pump, landscaping and other personal property associated with the Common Area. Said reserve accounts and/or capital or other funds may also be paid to the Declarant to reimburse the Declarant for expenditures made by Declarant in improving any one or more of the Common Areas, including a mechanism that may be imposed by Declarant whereby Declarant receives back, over a ten-year term, one-half of the expenditures made by Declarant in improving a Common Area or Tract.

Section 7.6 Special Assessments. If at any time during any fiscal year the regular assessment proves inadequate for any reason, including non-payment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy (but not with respect to Vacant Lots) but only after the Board has properly adopted a budget amendment, indicating the amount and purpose of the proposed special assessment, in accordance with the procedures and requirements of §38-33.3-303(4)(a), C.R.S., to wit: The Board shall mail or email a written summary of the proposed amendment to all of the Owners, shall set a date for a meeting of the Owners to consider the budget amendment, and shall give notice of such meeting to the Owners. The proposed budget amendment shall be deemed approved by the Owners in the absence of a veto at the noticed meeting by a majority of

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all Owners. If the proposed budget amendment is vetoed, the budget last proposed by the Board and not vetoed by the Owners shall continue to apply until a subsequent budget proposed by the Board is not vetoed by the Owners. Any such special assessment shall be assessed to the Owners by dividing the total number of Lots subject to an annual assessment, unless the special assessment should be assessed to fewer than all of the Lots that are subject to annual assessments and assessing the resulting amount to the Owner(s) of such Lot(s), such assessment to be paid in installments or a lump sum as the Board shall determine.

Section 7.7 Effect of Nonpayment of Assessments: Remedies of the Association. In the event any assessment is not paid when due, including any assessment pursuant to § 7.1(e), the Association may enforce payment of such obligation by any or all of the following remedies:

(a) Any assessment not paid within thirty days after the due date thereof shall bear simple interest from the due date at the rate of twenty-one percent (21%) per annum, or at such lesser rate as may be set from time to time by the Association, and the Association may also assess a monthly late charge thereon for each month, a portion of a month, during which any assessment remains unpaid, in whole or in part. When such fees and interest are imposed, they immediately become part of "the assessment."

(b) The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include late fees, interest on the assessment, reasonable experts and/or attorney's fees to be fixed by the court, together with the costs of the action.

(c) The Association may refuse to provide services or benefits to any Owner's Lot whose assessment is delinquent.

(d) The voting rights of any Owner shall be suspended for the period during which any assessment, late fees or interest against the Owner's Lot remains unpaid.

(e) The Association may prevent the use of any Common Area by any Owner whose assessment is delinquent.

(f) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his or her Lot or by non-use or abandonment of the Common Area.

Section 7.8 Lien for Assessments.

(a) Under the Colorado Common Interests Ownership Act (CCIOA), the Association has a statutory lien on a Lot for any assessments levied against that Lot and for fees, interest and fines imposed against its Owner, from the time each assessment fee, interest or fine becomes due. In addition, fees, charges, late charges, attorney's fees, fines and interest charged pursuant to this Declaration or the CCIOA, are enforceable as assessments. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) The statutory lien for assessments is prior to all other liens and encumbrances on the Lot except: (i) liens and encumbrances recorded before the recordation of this Declaration; (ii) a lien of a First Mortgage which was recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges

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against the Lot. Notwithstanding the foregoing, the statutory lien for assessments is also prior to the lien of a First Mortgage to the extent of an amount equal to the assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six months immediately preceding institution of an action to enforce the statutory lien.

(c) The recording of this Declaration with the Mesa County Clerk and Recorder constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien or assessment is required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Owner's Lot.

(d) Upon written request (delivered personally or by certified mail, first-class postage prepaid, return receipt, to the HOA's registered agent), the HOA shall furnish to an Owner, or such Owner's designee or holder of a security interest or its designee, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding on the HOA, the Board, and every Owner. If no statement is mailed to the Owner or holder of a security interest or his or her designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party within said 14 days (excluding weekends and holidays), then the HOA shall have no right to assert a lien upon the Lot for unpaid assessments which were due as of the date of the request.

Section 7.9 Budget Adoption and Expenditures.

(a) After Declarant no longer has control of the HOA, within ninety (90) days after adoption of any proposed budget by the Board, the Board shall mail, email or see that a copy is personally delivered of a written summary of the proposed budget, shall set a date for a meeting of the Owners to consider the budget amendment, and shall give notice of such meeting to the Owners. The proposed budget shall be deemed approved by the Owners in the absence of a veto at the noticed meeting by a majority of all Owners. If the proposed budget is vetoed, the budget last proposed by the Board and not vetoed by the Owners shall continue to apply until a subsequent budget proposed by the Board is not vetoed by the Owners.

(b) The Board of the HOA may propose a reserve or future capital expenditures account as a part of any proposed budget, subject to the requirements of Section 7.9(a).

(c) The Board shall, either through the efforts of its Members or by engaging professional services, keep current and accurate records of all income and expenditures, and shall at least once every year mail, email or deliver to each Owner a report showing all such income and expenditures and a summary analysis indicating whether or not the HOA spending is within the approved budget. The Board is prohibited from spending more than is authorized by the approved budget.

(d) A Member or Owner shall have the right to inspect, and copy at such Member or Owner's expense, those records of the HOA as required by CCIOA.

Section 7.10 Spending of the Assessments. The Board shall:

(a) Maintain all Common Areas in a neat, clean and high-quality state, so as to promote an aesthetic and pleasing appearance.

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- (b) Pay costs of electricity and water associated with the Common Areas.
- (c) Pay for insurance as specified in §8.1, below, and other insurance (such as errors and omissions insurance for the HOA and its officers and board members) as the Board deems appropriate from time to time.

ARTICLE VIII INSURANCE

Section 8.1 Insurance. As mandated by §38-33.3-313, C.R.S., the Association shall maintain, to the extent reasonably available property insurance on the Common Areas and commercial general liability insurance, in accordance with such statute.

ARTICLE IX DEVELOPMENT RIGHTS

Declarant hereby gives notice of, and the reserves all rights to, subject the Additional Property to the provisions of this Declaration, and to incorporate into the Copper Creek North Homeowners Association, and to integrate draft future filings 4 and 5 into the HOA, through subsequent phases or subdivision filings and plats of the Copper Creek North Filings 4 and 5. Such filings or plats will be restricted to residential lots and associated streets, common areas, open spaces and tracts. Declarant reserves development rights, including the right to further subdivide the contemplated Filings 4 and/or 5 into a maximum of 233 residential lots, along with associated streets, tracts and other common areas and rights of way. In addition, as draft future filings 4 and 5 are further subdivided into future filings or phases, the residential lots created by each such filing or phase may be annexed into or made part of the Copper Creek North community and the Owners of such Lots would then be members of the Copper Creek North Homeowners Association, to the end that at the completion of the development of the Property and filings 4 and/or 5, if so determined by Declarant, the Additional Property, all Owners of all Lots will be members of the Copper Creek North Homeowners Association which will own and manage all Common Areas and tracts created by such future filings, including those in Filings 1, 2 and 3 of Copper Creek North..

GENERAL PROVISIONS

Section 10.1 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Association, as amended, shall be by any proceeding at law or in equity against any person or persons, including without limitation the Association, violating or attempting to violate any such provision; no such enforcement shall proceed without first providing notice and an opportunity to be heard. The Association and any aggrieved Owner shall have the right to institute, maintain, and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of the aforesaid documents in any action instituted or maintained under this section. The prevailing party shall be entitled to recover its costs and reasonable attorney's fees incurred pursuant thereto, as well as any and

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all other sums awarded by the court. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.2 Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 10.3 Easements. Easements are reserved as shown on the recorded plat of the Property, or any portion thereof, or other duly recorded instrument(s). Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or the use of the easements, or which may change the direction of flow of drainage channels in the easements. Declarant and the HOA hereby reserve the right to enter upon the Property and each Lot and each easement to correct any flow of water and to establish and re-establish drainage channels.

Section 10.4 Conflict of Provisions. In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Section 10.5 Street Lighting. Unless street lighting and the cost thereof is provided by the City, all Lots shall be subject to and bound by any tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting, together with rates, rules and regulations therein provided and subject to all future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

Section 10.6 Duration, Revocation, and Amendment.

(a) Each and every provision of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of twenty (20) years each. Except as provided elsewhere, this Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by the affirmative vote or agreement of Owners to which more than fifty percent (50%) of the votes in the HOA are allocated. The consent of first mortgagees is not required to amend this Declaration. Such amendment shall be effective when duly recorded with the Mesa County Clerk and Recorder. The HOA may, acting through the Board, petition the district court for Mesa County, Colorado, for an order amending the Declaration, as provided for and pursuant to the provisions of § 38-33.3-217(7), C.R.S.

(b) In addition, prior to the transfer of control from Declarant to the Owners, as described herein, Declarant may amend this Declaration or may make any amendments to the Articles of Incorporation or Bylaws of the Association as deemed necessary by the Declarant or as shall be necessary in order for existing or future mortgages, deeds of trust or other security instruments to be acceptable to any agency, Declarant shall have and is hereby specifically granted the right and power to

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make and execute any such amendments without obtaining the approval of any Owners or First Mortgagees until the time of transfer of Declarant's control. Each such amendment of this Declaration or of the Articles of Incorporation or Bylaws shall be made, if at all, by Declarant prior to termination of the Declarant's control of the Association.

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

Section 10.7 Rights of Declarant Incident to Construction. An easement is hereby retained by and granted to Declarant, its successors and assigns for access, ingress and egress over, in, upon, under, and across each Lot owned by Declarant and the Common Area, including but not limited to the right to store material thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's or its designee's construction on or development of the Property and any Lot; provided however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment or access by any Owner, his family members, guests, or invitees, to or of that Owner's Lot. Declarant, for itself and its successors and assigns hereby retains a right to store construction materials on Lots owned by Declarant and the Common Area during the period of Declarant's control, and to make such other use thereof as may be reasonably necessary or incidental for the purpose of the completion or improvement of the Property, the performance of Declarant's obligations hereunder, and the sale or development of any Lot. Any special Declarant rights created or reserved under this Article or elsewhere in this Declaration for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded with the County Clerk.

Section 10.8 Easement for Encroachments. If any portion of a structure existing as of the date hereof encroaches upon any Common Area or upon any adjoining Lot, or if any portion of any Common Area encroaches upon any Lot, including any future encroachments arising or resulting from the repair or reconstruction of a structure subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist.

Section 10.9 Registration by Owner of Mailing Address. Each Owner shall register his mailing address and an email address with the Association. All notices or demands intended to be served upon an Owner shall be sent by U.S. mail, postage prepaid, addressed in the name of the Owner at such registered mailing address, or by posting such notice on the front door of the residence located on a Lot or by email, with proof of delivery. However, if any Owner fails to so notify the Association of a registered address or an email address, then any notice or demand may be sent to such Owner at the address of such Owner's Lot. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to: Copper Creek North HOA, at P.O. Box 1473, Grand Junction, CO 81502, until such address is changed by the Association.

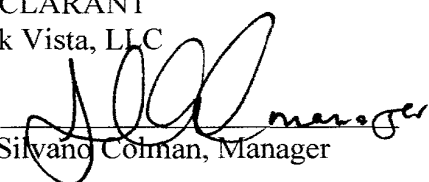
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Section 10.10 Liens Not Impaired. No violation or breach of this Declaration, or any enforcement action shall impair the lien of any mortgage, deed of trust or other lien created in good faith and for value prior to recording of a *lis pendens* or other document by a plaintiff alleging violation or breach.

Section 10.11 Captions. The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provision of this Declaration.

Section 10.12 No Waiver. Failure to enforce any provision, of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

DECLARANT
Park Vista, LLC

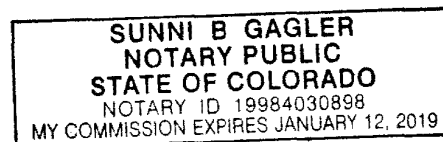
By:  manager
Silvano Colman, Manager

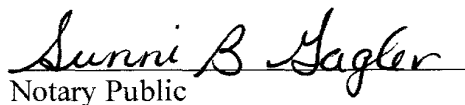
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Amended Declaration was acknowledged before me this 26th day of September, 2018, by Silvano Colman, Manager of Park Vista, LLC.

WITNESS my hand and official seal.

My Commission expires: 01-12-2019




Notary Public