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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF CEDAR PARK FILING NO. 2**

THIS DECLARATION, made on the date hereinafter set forth by CEDAR PARK LIMITED PARTNERSHIP, hereinafter referred to as "Declarant," **WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in Section 17, Township 1 North, Range 2 West of the Ute Meridian, County of Mesa, State of Colorado, which is more particularly described as:

- Lots 1 through 9, Block One;
- Lots 1 through 8, Block Two;
- Lots 1 through 3, Block Three; and
- Outlot A

Cedar Park Filing No. 2, Mesa County, Colorado

Together with any and all water and water rights, irrigation rights and irrigation company stock or interest, ditches and ditch rights of way, appurtenant thereto, or used in connection therewith;

WHEREAS, Declarant desires to create a Colorado common interest community and provide for a common irrigation system;

NOW THEREFORE, Declarant hereby declares that:

ARTICLE I--DECLARATION

1. Lots 1 through 9, Block One; Lots 1 through 8, Block Two; and Lots 1 through 3, Block Three; ("the Development") shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. Certain lots in the development are to be used for one single family home per lot, and other lots are to be used for multi-family units (further defined by type herein) with each such unit held in fee ownership.

3. Lots 3 through 8, Block One, and Lots 2, 3, 6, 7, and 8 of Block Two are single-family lots, with a total of eleven individual living units. The part of each such lot not subject to an easement shall be held in fee simple by the owner of the lot, and not as a common element or limited common element of the development.

4. Declarant hereby declares its intention to, in the future, further subdivide the following lots into individual living units as follows, at which time the general common areas and general common elements will be re-allocated among all the owners as shown on Exhibit A.

Lots 1 and 2 of Block One, and Lots 1, 4, and 5 of Block Two may be detached duplex lots (duplexes herein) consisting of two individual living units on a lot for a total of ten individual living units.

Lot 9, Block One may be divided into twelve condominium individual living units in five buildings;

Lots 1 and 3 of Block Three may be divided into four condominium individual living units in one building per lot for a total of eight individual living units.

Lot 2 of Block Three may be divided into four condominium individual living units in two buildings for a total of four individual living units.

5. Declarant specifically reserves the right to impose supplementary and additional covenants, conditions and restrictions on the real property, and to annex additional real property

to the project, subdividing and subjecting said annexed real property to the terms and conditions imposed herein. Notwithstanding any prohibition against further subdivision, Declarant specifically reserves, with respect to the multi-family buildings and lots, the right to further subdivide the multifamily lots described in Paragraph 4 above by creation of condominium airspace and/or other multifamily ownerships in the designated lots. Further, Declarant has reserved the right to annex "Outlot A" to the Project. Upon completion of such annexation and re-subdivision, the respective interests in the common area and common elements of each owner will be reduced by reallocation to not less than .0196 (1.96 per cent) of the whole, calculated on a maximum of fifty-one living units.

ARTICLE II DEFINITIONS

Section 1. "Master Association" shall mean and refer to CEDAR PARK OWNERS MASTER ASSOCIATION, INC. its successors and assigns. The Master Association shall be responsible for the irrigation system and any common areas and common elements of the development, and shall have no responsibility or duty toward the limited common areas and limited common elements.

Section 2. "Multifamily Building Association" shall mean and refer to CEDAR PARK MULTIFAMILY UNIT OWNERS ASSOCIATION, INC., its successors and assigns. The Multifamily Building Association shall be responsible only for the limited common areas, the limited common elements related to the multifamily dwelling units, and such other property or elements as such terms may be defined and elements declared in Cedar Park Multifamily Declaration of Covenants, Conditions and Restrictions to be filed hereafter.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned or maintained by the Master Association for the common use and enjoyment of all the Owners. Common Area shall be owned, as tenants in common, by the Owners of the separate Units, each Unit having an undivided fractional interest in such Common Elements as in hereinafter provided.

Section 4. "Common Elements" shall mean the irrigation distribution system, the outdoor lighting of Common Area, landscaping on common areas and such other improvements as the Master Association may cause or accept. Common Elements shall be owned, as tenants in common, by the Owners of the separate Units, each Unit having an undivided fractional interest in such Common Elements as in hereinafter provided. Any references to "common elements" appearing on the plat (except references to limited common elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the common elements in any way.

Section 5. "Declarant" shall mean and refer to Cedar Park Limited Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Limited Common Areas" or "Limited Common Elements" shall mean the areas, elements and components of each of the multi-family dwellings buildings as may be defined in the Declaration of Covenants, Conditions and Restrictions to be filed for the multi-family dwelling buildings, and shall be subject to the control of the Multi-family Building Association.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, and where required by the context, shall include or mean the Unit.

Section 8. "Multi-family Dwelling Unit" means a fee ownership of a dwelling unit in a multi-family dwelling building.

Section 9. "Multi-family Dwelling Building" means a building which is divided into individual dwelling units, and may include a condominium building, or a detached duplex building.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Unit" means, as the context requires, a single family lot, a single unit in a duplex or a condominium.

(a) A **single family lot unit** shall include the real property.

(b) A **duplex unit** shall consist of a detached duplex improvement, and shall include the individual airspace encapsulated by the outer-most finished surfaces of the exterior walls, windows, doors, and roofs, as well as the equipment attached thereto, the building structural components and the foundation thereto, and limited common elements dedicated to the unit shown on the as-built drawing map of the improvement to be filed for record, together with all fixtures and improvements therein contained; and together with an easement for vehicular and pedestrian ingress and egress across the Common Areas and Elements between the Unit and the nearest public street.

(c) A **condominium unit** shall consist of an individual air space which is to be used for residential purposes, which is contained within the windows, doors (in their closed position) and the interior surface of the unfinished perimeter walls, floors, and ceilings of each Unit shown on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained, but not including any structural components of the Building or other portions of the Common Elements, if any, located within the Unit, and together with an easement for vehicular and pedestrian ingress and egress across the Common Elements between the Unit and the nearest public street.

ARTICLE III PROPERTY RIGHTS AND OBLIGATIONS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot or Unit, subject to the following provisions:

(a) the right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Master Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot or Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Master Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by eighty percent (80%) of each class of members has been recorded.

(d) the right of multifamily dwelling unit Owners to the exclusive use of limited common areas and parking spaces as may be provided in the Cedar Park Multifamily Declaration of Covenants, Conditions and Restrictions or designated by the multifamily owners association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Property Subject to Easements. Each lot and unit is subject to the following easements:

(a) **Utility Easements.** The public utilities and special districts providing telephone service, electricity, gas, water, sewer and the cable television distributor are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus, and other equipment related to their services to the property, into and through the common elements, limited common elements, and the units, where reasonably necessary for the purpose of providing utility service to the property.

(b) **Encroachments.** If any portion of the common elements or limited common elements encroaches upon any unit, or if any unit encroaches upon any portion of the common elements or limited common elements or any other unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of the common elements, limited common elements, and the respective unit owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any unit owner who creates an encroachment by his intentional, willful or negligent conduct or that of his or her agent.

(c) **Right of Entry.** A multi-family dwelling unit owner shall permit other owners, or their representatives, when so required, to enter his multi-family dwelling unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

(d) **Easements and Rights to Run with Land.** All easements and rights described here are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on any lot or unit owner, purchaser, mortgagee, and other person having an interest in the Property, or any part or portion of it. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of the Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such unit ownership as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

Section 4. Owner Maintenance and Repair Obligation.

(a) Every owner must perform promptly all maintenance and repair work within his own lot or unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender, subject to the general rules of law regarding damages and liabilities.

(b) All the repairs of the installations serving a unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit, shall be at the owner's expense. If the repairs affect more than one unit, the owners shall share equally in the cost of the repairs, subject to the general rules of law regarding liability for repairs required due to negligence or willful acts or omissions of an owner, or of the family, guests, or invitees of the Owner.

Section 5. Developer's Reservation of Right to Annex; Reallocation of Interests. Developer reserves the right to annex "Outlot A," as shown on the Plat of Cedar Park Filing 2, together with the improvements heretofore or hereafter constructed thereon, to the project. On the recordation of an amendment or Supplemental Declaration to this Declaration and to the Map for the purpose of annexing the parcel described as Outlot A, each Unit owner shall have an undivided percentage interest in the Common Areas and Common Elements and common expenses equal to the percentage obtained by dividing 100 by the number of total units installed on the entire Cedar Park Filing No. 2 as described on the Plat thereof. Any deed for any Unit in the Project shall be delivered subject to these declarations and because of such, are subject to a conditional limitation that the percentage interests appurtenant to such Unit shall be automatically reallocated *pro tanto* on the recordation of such amendments.

Section 6. Developer's Control of Development--Sequence and Timing. The Declarant's development rights may be exercised with respect to different parcels of real property at different times. Declarant makes no assurances as to the portions and the order in which those portions may be subjected to the exercise of each development right. Exercise of a development right as to any portion of the real estate does not and shall not obligate the Declarant to exercise a development right as to any other portion of the remainder of the real estate that may be subjected to this Declaration.

Section 7. No Further Subdivision. Except as reserved to the Developer in Article I, this Article III, and Article IX, no lot or unit may be further subdivided.

Section 8. Non-Partitionability of General and Limited Common Elements. The Common Areas and Common Elements and the Limited Common Areas and Limited Common Elements shall be owned in common by all of the Owners of interests in the project, and shall remain undivided. By the acceptance of this deed or other instrument of conveyance or assignment, each Owner specifically waives his right to institute and/or maintain a partition action or any other action designed to cause a division of the Common Areas, the Common Elements, the Limited Common Areas or the Limited Common Elements, and each Owner specifically agrees not to institute any action therefor. Further, each Owner agrees that this provision may be pleaded as a bar to the maintenance of such an action. A violation of this provision shall entitle the Association to personally collect, jointly and severally, from the parties violating the same, the actual attorney's fees, costs and other damages the Association incurs in connection therewith.

Section 9. Acceptance of Provisions of All Documents: The conveyance or encumbrance of a Unit shall be deemed to include the acceptance of all of the provisions of this Declaration, the Articles, the Bylaws, and if any in effect, the Regulatory Agreement, Rules and Regulations and Management Agreement and shall be binding upon each grantee without the necessity or inclusion of such express provision in the instrument of conveyance or encumbrance.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership in Association. Every Owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot or Unit owned. When more than one person holds an interest in any Lot or Unit, all such persons shall be members. The vote for such Lot or Unit

shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Unit.

Class B. Class B Member(s) shall be Declarant and any successor of Declarant who takes title to all or part of the property for the purpose of development and sale of Lots and who is designated as Successor Declarant in a recorded instrument executed by Declarant. Class B membership shall terminate on the earlier of the following dates:

- (a) no later than sixty days after conveyance of seventy-five percent of the units that may be created to unit owners other than declarant; or
- (b) July 1, 2005; or
- (c) two years after the last conveyance of a unit by the declarant in the ordinary course of business; or
- (d) the date on which Declarant voluntarily relinquishes its Class B membership, as evidenced by a notice recorded in the office of the Mesa County Clerk and Recorder.

The time period during which Class B membership exists shall be known as the period of Declarant control, during which time the Declarant may appoint and remove the members of the Board of Directors of the Association and its officers that are not elected by Class A Members. After termination of the Class B membership, Declarant and any designated successor Declarant shall be entitled to one (1) Class A membership and one (1) Class A vote for each Lot or Unit owned. At such time, Declarant shall call a special meeting of the Members to advise the members that Class B membership has been terminated and to relinquish control of the Association to the Class A Members.

Section 3. Member Right to Examine Records. Each Owner and each first Mortgagee of a Unit has the right to examine copies of the current Declaration, Articles, Bylaws, and books and records of the Association at any reasonable time.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

(a) The Declarant, for each Lot and its Units owned within the Property, hereby covenants, and each Owner of any Unit 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 Master Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

(b) The annual and special assessments assessed by the Association but unpaid by the Owner of any Unit, including interest on any monthly installment or annual assessment not paid when due, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, except only for all sums unpaid on a first Mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such lien, and except for tax and special assessment liens in favor of a governmental assessing entity. The lien of the Association shall include default interest at eighteen percent (18%) per annum commencing the first day after due date, costs and reasonable attorneys fees incurred in collection thereof.

(c) The allocation of common expenses is based upon the percentage derived from the whole (one) divided by the number of units (20) resulting in a percentage of five per cent (5%) per unit for allocation of common expenses. As the property is developed, the number of lots

and units used in this formula shall increase by the number of lots or units annexed, if any, and the percentage allocation shall be adjusted to the new percentage resulting from dividing one by the new total number of units.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide and maintain the irrigation system and any Common Area and any Common Elements.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment shall be one hundred dollars per completed unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Where a Capital Improvement will benefit or burden fewer than all the units, the owners of the affected or benefited units shall be designated a class. The consent of two-thirds (2/3) of the votes will be required of each such class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty percent (20%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments for the common areas and common elements must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot or Unit with the completion of a dwelling unit thereon the first day of the month following such completion. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Annual assessments shall be payable in equal monthly installments of one-twelfth of the annual assessment amount, and such installments shall be due on the first day of each month. The Association shall, upon demand,

and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot or Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or Unit is binding upon the Association as of the date of its issuance.

Section 8. Certificate of Assessment Due. Upon payment of a reasonable fee not to exceed Thirty Dollars (\$30.00) and upon the written request of any Owner, prospective Owner, any Mortgagee or any prospective Mortgagee of a Unit, the Association shall issue a written statement setting forth the amount of the unpaid expenses, if any, assessed to such Unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid Common Expenses which become due prior to the date of making such request shall be subordinate to the lien of the person requesting such statement.

Section 9. Liability for Assessments--Voluntary Transfer In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the Grantor and the Unit up to the time of the grant or conveyance.

Section 10. Liability for Assessments--Involuntary Transfer Where the grantee of a Unit, including a first Mortgagee, comes in to possession of a Unit pursuant to the remedies provided in its Mortgage or becomes an Owner of a Unit pursuant to foreclosure or its Mortgage or by the taking of a deed in lieu thereof, or any purchaser at a foreclosure sale, such acquirer of title, his successors and assigns, shall not be liable for any unpaid Common Expense or special assessment accruing prior to the time such acquirer of title becomes the Owner of any Unit, but will be liable for those thereafter. Any such unpaid assessments shall become a Common Expense to be collected equally from all Owners including such grantee, his successors and assigns.

Section 11. Effect of Nonpayment of Assessments; Remedies of the Association. To evidence any lien for any unpaid assessments, the Association shall prepare a written notice setting forth the amount, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed on behalf of the Association and by an officer of the Association and shall be recorded in the Office of the Clerk and Recorder of Mesa County. Such lien shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure by the Association of the defaulting Owner's multi-family dwelling Unit in like manner as Mortgages on real property; however, a lawsuit to recover a money judgment for unpaid assessment shall be maintainable without foreclosing or waiving this lien. The lien provided herein shall be in favor of the Association. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs, expenses and attorney's fees for filing the Notice or claim of lien, and all reasonable attorney's fees in connection with such foreclosure. The Owner shall also be required to pay to the Association the monthly assessment for the Unit during the period of foreclosure and the Association shall be entitled to a receiver to collect the same. The Association, on behalf of the Unit Owners, shall have the power to bid the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same. In case of default in payment of the monthly installments allowed under Section 7 above, the Board may accelerate the missed installments plus the unpaid balance of the assessment, and declare the entire annual assessment due and payable immediately. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the his Lot or Unit.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1. Review of Plans. No building, fence, wall, canopy, awning, structure or improvement shall be commenced, erected, altered, moved, removed or maintained upon the Project or any portion thereof, nor shall any exterior additional to, or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of the same shall have been submitted to and approved in writing as provided herein. Approval shall be by the Architectural Control Committee, which shall be either the Board of Directors or a committee composed of three (3) or more representatives appointed by the Board. The Architectural Control Committee shall review plans and specifications as to harmony of external design and location in relation to surrounding structures and topography.

Section 2. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required and this Article V will be deemed to have been fully complied with.

Section 3. Majority Vote. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed projects.

Section 4. Written Records. The Architectural Control Committee shall maintain records of all applications submitted to it and of all actions it may have taken.

Section 5. No Liability. Each Owner hereby agrees that neither the Board of Directors nor Architectural Control Committee shall be liable for damages to any person submitted requests for approval or to any Owner with the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

ARTICLE VII --MORTGAGEE RIGHTS

Section 1. Actions Requiring Mortgagee Approval. The prior written approval of eligible holders of a first Mortgage lien on Units in the Project shall be required for the following, in the percentage of total units set forth below. "Eligible holder" shall mean a holder of a first mortgage which has requested that the Association be given timely written notice of any events described below:

(a) Sixty-seven percent (67%) of all eligible holders for: i) restoration or repair of the unit or multi-family dwelling after partial condemnation, or damage due to an insurable hazard not in accordance with the original plans and specifications; ii) the abandonment or termination of the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; iii) for the reallocation of common and limited common elements following partial or total taking by condemnation or partial or total destruction of the unit or the Project; iv) change the pro-rata interest or obligations of individual multi-family dwelling Units for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro-rata share of ownership of each Unit in the Common Elements; and v) to use hazard insurance proceeds for loss to the improvements for other than the repair, replacement or reconstruction of such improvements.

(b) Fifty-one percent (51%) of the eligible holders for any material amendment to this Declaration, the Articles or the Bylaws of the Association. For the purposes of this Declaration, "material amendment" means and includes any change to the provisions thereof for voting; assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the common elements; insurance or fidelity bond requirements; rights to use

of the common elements; responsibility for maintenance and repair of the units; expansion or contraction of the multi-family dwelling regime or the addition, annexation or withdrawal of property to or from the regime except as provided in this Declaration; boundaries of any unit; interests in the general or limited common elements; convertibility of units into common elements or common elements into units; leasing of units; imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey the owner's unit; and establishment of self-management by the Association where professional management has been required by any agency.

Section 2. Institutional Holder Inspections. Any institutional holder of first Mortgage on a Unit in the Project will, upon request, be entitled to i) inspect the books and records of the Project including copies of the current Declaration, Articles, Bylaws, and books and records of the Association during normal business hours; ii) receive an annual audited financial statement of the Project within ninety (90) days following the end of any fiscal year of the Project; and iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Section 3. Notice upon Damage or Loss. In the event of substantial damage to or destruction of any Unit in excess of One Thousand Dollars (\$1,000.00), or any part of the Common Elements in excess of Ten Thousand Dollars (\$10,000.00), the institutional holder of any first Mortgage on a Unit shall be entitled to timely written notice of any such damage or destruction, and no Owner of a Unit or other party shall have priority over such institutional holder with respect to the distribution to such Owner of any insurance proceeds.

Section 4. Notice upon Condemnation. If any Unit or portion thereof, or the Building Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first Mortgage on a Unit will be entitled to timely written notice from the Association of any such proceeding or proposed acquisition and no Owner or other party shall have priority over such institutional holder with respect to the distribution to such Owner of the proceeds of any award or settlement.

Section 5. Right to Pay Delinquencies. Any holder of a lien on a Unit may, but shall not be required to, pay any unpaid Common Expense payable with respect thereto and upon such payment, such encumbrance shall have a lien on such Unit for the amounts paid, of the same rank as the lien of his encumbrance, without the necessity of having to record a notice or claim of such lien.

Section 6. Report of Delinquency. Upon request of a Mortgagee, the Association shall report in writing to the Mortgagee of a Unit any unpaid assessment remaining unpaid for more than thirty (30) days after due, or other default of any covenant, condition, obligation or term of this Declaration not cured within thirty (30) days, provided, however, that a Mortgagee shall have furnished to the Association notice of such encumbrance.

Section 7. Report on Tax Assessment. The Association, upon request of any Mortgagee, shall furnish evidence that all taxes, real estate assessments and charges shall relate only to an individual Unit and not to the Project as a whole.

Section 8. Mechanics Liens and Involuntary Transferees. Any Mortgagee of a Unit who shall become the Owner of such Unit pursuant to a lawful foreclosure sale or the taking of a deed in lieu of foreclosure shall not be under any obligation to indemnify and hold harmless any other Owner against liability for claims for labor or materials provided and incorporated into such Unit where such claims arise from such labor performed or materials supplied prior to the date such Mortgagee becomes an Owner of such Unit, but shall be under such obligation for any claims thereafter.

Multi-Book

Cedar Park Masters- Multi Family H O A
498 David Ct.
Fruita, CO 81521

Mailed to all
units

February 18, 2003

To: Mesa County Courts

From: C P H O A

Subject: Correction , Restrictive Covenants.

Book 2557 Page 331 Section 6 is hereby changed to comply with Book 2557 Page 359 Section 4 as follows.

Business Activities and Signs.

No advertising signs (except one not more than one square foot " For Rent or For Sale" sign per unit) such sign shall be placed in the window.

All other terms and conditions remain unchanged.

Board Of Directors C P H O A.

Jeanne Sanders *Lara Williams*

ARTICLE VIII
RESTRICTIVE COVENANTS

Section 1. Residential Use. The Property is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. No structures of a temporary character, tents, shacks, garages, barns or other out-buildings shall be used or permitted to be kept or stored on any portion of the premises at any time, either temporarily or permanently.

Section 2. Minimum Structure Size. The total finished living area of any main structure shall be a minimum of 850 square feet for any dwellings and, on the single family lots, a minimum of 1,200 square feet for two-story or bi-level dwellings, excluding porches (open or enclosed), garages and basements. All measurements shall be on an outside dimension of the walls.

Section 3. Manufactured Housing Prohibited. No mobile home, nor manufactured or factory-built housing unit may be placed on any lot. "Manufactured housing unit" and "factory built housing unit" mean any structure, or component thereof, designed primarily for residential occupancy, either permanent or temporary, including a mobile home, which is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation, or assembly and installation, in either temporary or permanent locations.

Section 4. Garages. All single-family units shall have a garage at least adequate to house one full size American automobile. No garage for any unit shall be converted to other use without the substitution of another enclosed automobile storage area upon the lot. All garages must have doors of a size suitable for automobile passage, that are to be maintained in operable condition.

Section 5. Pets and Livestock. No animal, livestock including rabbits or poultry, or reptile of any kind shall be raised, bred or kept on the Property, except that pet birds and not more than two (2) domesticated pet dogs or cats may be kept on the premises at a Unit, subject to all City of Fruita and County of Mesa, Colorado animal ordinances and subject to rules and regulations from time to time adopted and amended by the Association; provided, however, that such pets are not kept for commercial purposes. An Owner is responsible for all damage caused by his animal(s).

Section 6. Business Activities and Signs. No advertising signs (except one not more than ~~four~~ square foot "For Rent" or "For Sale" sign per Unit), billboards, unsightly object, or nuisances shall be erected, placed or permitted to remain on the premises of a Unit or the Common Elements, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or any resident thereof. Further, no retail trade or service business activity of any kind whatever which generates more than four vehicle trips (sales, deliveries, pick-ups, customers or other traffic, referred to as "business traffic") per day shall be conducted in the Buildings or in any portion of the Project. Such business traffic is allowed only between the hours of 8:00 o'clock a.m. and 7:00 o'clock p.m. of each day. Any business activities within Cedar Park Filing No. 2 must comply with all local, state and federal laws for the business. Provided further, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the maintenance of Buildings and improvements, if any, of the Declarant, its agents, contractors, and assigns during the marketing period, and of the Association, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

Section 7. Storage and Rubbish. All garbage cans, wood piles, or similar items shall be kept screened so as to conceal them from view of neighboring Units and streets. All rubbish, trash or garbage shall be regularly removed from the property by the Owner to the designated trash bins, and shall not be allowed to be accumulated thereon.

*over 50 ft
changed again
02-18-03*

Section 8. Automobiles, Commercial Vehicles, Boats and Recreational Vehicles. No Owner shall park, store or keep any recreational vehicle (including but not limited to any camper unit, house car or motor home, boat) or other similar vehicle or any trailer of any kind on the streets. No Owner shall store or keep anywhere on the Property any large commercial-type vehicle. No inoperable or unlicensed automobiles or other vehicles shall be kept anywhere on the property. In addition, no Owner shall park, store or keep anywhere on the property any vehicle or vehicular equipment, mobile or otherwise, deemed by the Board to be a nuisance. Restoring vehicles and major repairs of vehicles is prohibited anywhere on the Property; but ordinary maintenance and minor repairs are specifically permitted.

Section 9. Leasing Restricted. No Unit may be leased for an initial term of less than thirty days, and such leases shall be subject to the terms and conditions of the Declaration(s) and the Association Articles and Bylaws.

Section 10. Nuisances. No nuisances shall be allowed or permitted upon the Project or any property in which the Association owns an interest, nor shall any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Project (or any property in which the Association owns an interest) by the residents thereof be allowed or permitted. All parts of the Project shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed or permitted to exist. No Owner shall make or permit any use of his Lot or Unit, or make or permit any use of the Common Elements or any property in which the Association owns an interest which will increase the cost of insurance on the property.

No immoral, improper, offensive or unlawful use shall be made of the Project or any property in which the Association owns an interest, nor any part thereof, and all valid laws, zoning and other ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

ARTICLE IX GENERAL PROVISIONS

Section 11. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12. Association Authority to Contract Management. The Association reserves the right to contract out to one or more persons or entities, including a Managing Agent, contractors and employees, to perform such services as may devolve upon it; provided, however, that any such contracts shall not be for a term in excess of one (1) year and shall provide that the same be terminated on thirty (30) days' written notice, with or without cause, at any time by either party and without payment of any termination fee. Such contracts may be renewable, upon agreement of the parties, for successive one (1) year periods.

Section 13. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 14. Amendment. Subject to the Mortgage approval provisions set forth in this Declaration, this Declaration shall not be amended or revoked unless sixty-seven percent (67%) of members of the Association who are authorized to vote in person or by proxy consent and agree to such amendment or revocation by instrument duly recorded. The undivided interest in the Common Elements appurtenant to each Unit, as expressed in the Declaration and all supplements thereto and in any redetermination of such interests duly recorded, shall not be decreased without the consent of two-thirds (2/3) of the Unit Owners and sixty-seven percent (67%) of the Mortgagees as expressed in an amended Declaration duly recorded, although such

interest in the Common Elements may be increased if all of the additional Units, are not created, as set forth under provisions concerning annexations. In determining whether the appropriate percentage of Mortgagee approval is obtained when so required by the terms of this Declaration, each Mortgagee shall have one (1) vote for each Mortgage owned.

Section 15. Notice to Mortgagees. At least thirty (30) days prior to the effective date of any amendment to this Declaration, the Association shall notify the holders of all recorded first Mortgages of such amendment.

Section 16. FHA/VA Approval. (a) Actions Subject to Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 17. Statutory Matters Not Set Forth Elsewhere.

(a) To the extent there needs be an allocation of common interests, the formula and percentage set forth in Article IV, Section 1(c) applies.

(b) Cedar Park Filing No. 2 is a planned community as defined in the Colorado Common Interest Community Act, Article 33.3 of Title 38, 16A C.R.S.

(c) The descriptions of the boundaries of each single family lot and each lot upon which a multi-family dwelling building is to be placed are set forth on the subdivision plat filed in the records of the Mesa County, Colorado Clerk and Recorder's Office, in Plat Book 16 at Pages 234 and 235.

(d) The recording data for recorded easements and licenses appurtenant thereto the common interest community is or may be subject to under reservations set forth above are contained in the Plat of the Property, recorded in Plat Book 16, Page 235.

(e) Declarant reserves the right to maintain and use sales offices, management offices, and models in the Cedar Park Filing No. 2 development, and to maintain signs on the common elements advertising the community. It shall be expressly permissible for the Declarant, its agents, employees and contractors, to maintain during the period of sale of the Units, upon such portion of the Property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the sale of Units and interests, including, but without limitation, a business office, storage area, signs, model Units, sales office, parking areas and lighting during any construction and marketing period. Declarant reserves any office and parking space in the common elements, and the right to locate and relocate to any unit not sold, or to common element area as necessary. Declarant's rights under this subsection shall expire upon Declarant no longer owning any units, subject to Declarant's right to remove Declarant's property from the community's real property and improvements so used.

(f) Within thirty days after adoption of any proposed budget for the common interest community, the Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners or any larger percentage specified in the declaration reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the executive board.

(g) Notice of matters affecting the common interest community may be given to Owners by the Association or other Owners by personal delivery to each unit or by first class United States mails, properly addressed to the registered address of each Owner, and with postage prepaid.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 26th day of February, 1999.

CEDAR PARK LIMITED PARTNERSHIP
By DARTER, LLC, General Partner,

By: Terry Lawrence
Member Terry Lawrence

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Declaration of Covenants, Conditions, and Restrictions of Cedar Park Filing No. 2 was subscribed and sworn to before me this 26 day of February, 1999, by CEDAR PARK LIMITED PARTNERSHIP by its General Partner, DARTER, LLC by Member Terry Lawrence.

WITNESS my hand and official seal.

My commission expires: 11-2-2001

Karla K. Hasler
Notary Public



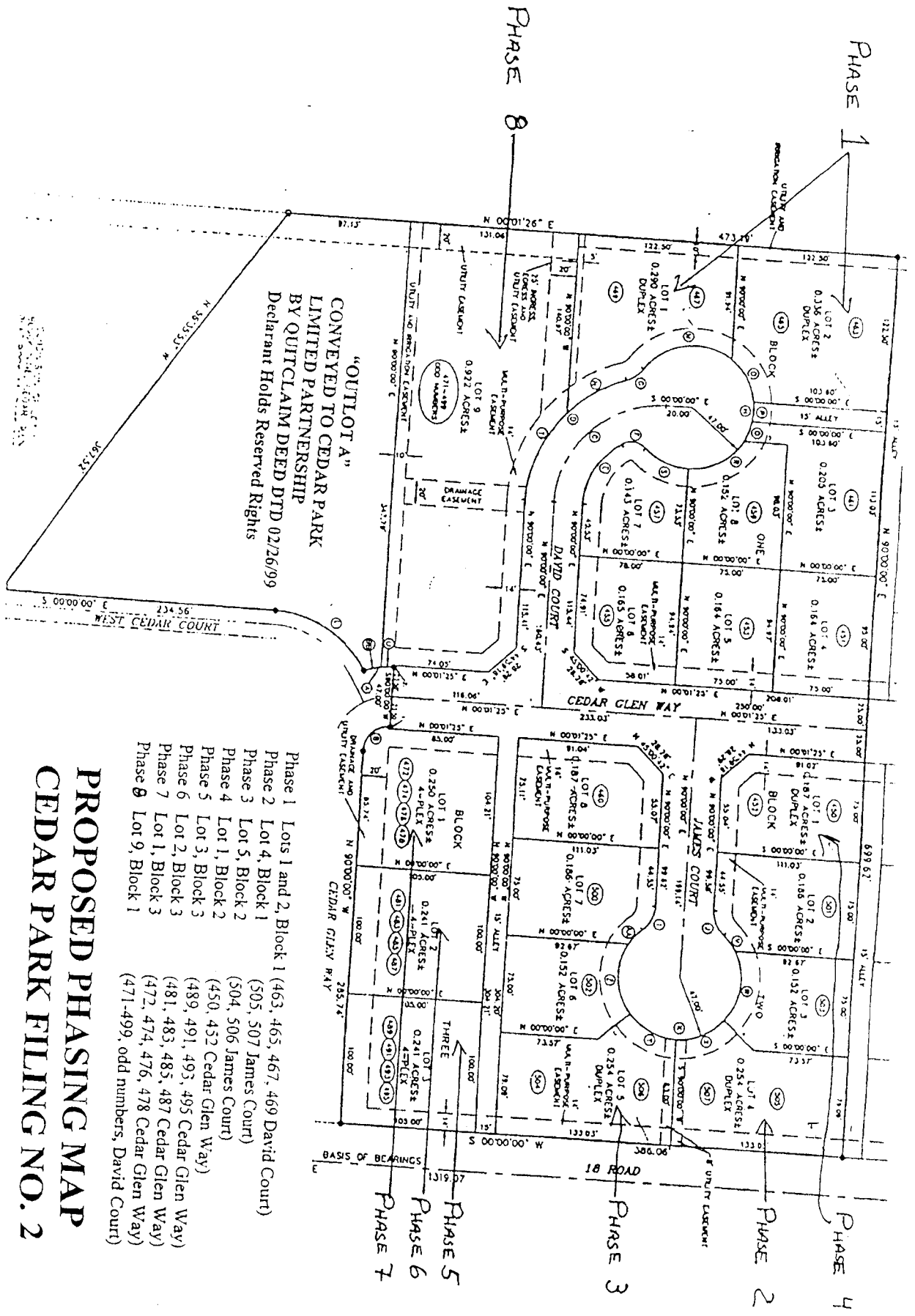
EXHIBIT A TO THE
CEDAR PARK SUBDIVISION FILE NO. 2
MASTER DECLARATIONS

PROPOSED ANNEXATION AND PHASING PLAN

CEDAR PARK FILING NO. 2

Ownership and Expense Responsibility in
General Common Areas/Elements

Time Line	Phase	Lots	Units	Resulting Total Units	Resulting %
Before Annexation		20	20		5
After Annexation	1	2	4	22	4.545
After Annexation	2	1	2	23	4.347
After Annexation	3	1	2	24	4.166
After Annexation	4	1	2	25	4
After Annexation	5	1	4	28	3.571
After Annexation	6	1	4	31	3.225
After Annexation	7	1	4	34	2.941
After Annexation	8	1	9	42	2.380



"OUTLOT A"
 CONVEYED TO CEDAR PARK
 LIMITED PARTNERSHIP
 BY QUITCLAIM DEED DTD 02/26/99
 Declarant Holds Reserved Rights

- Phase 1 Lots 1 and 2, Block 1 (463, 465, 467, 469 David Court)
- Phase 2 Lot 4, Block 1 (505, 507 James Court)
- Phase 3 Lot 5, Block 2 (504, 506 James Court)
- Phase 4 Lot 1, Block 2 (450, 452 Cedar Glen Way)
- Phase 5 Lot 3, Block 3 (489, 491, 493, 495 Cedar Glen Way)
- Phase 6 Lot 2, Block 3 (481, 483, 485, 487 Cedar Glen Way)
- Phase 7 Lot 1, Block 3 (472, 474, 476, 478 Cedar Glen Way)
- Phase 8 Lot 9, Block 1 (471-499, odd numbers, David Court)

PROPOSED PHASING MAP
CEDAR PARK FILING NO. 2

1965131
09/14/00
- 1965131

CEDAR PARK HOME OWNERS ASSOCIATION

Book 2750 Page 681

1965131 09/14/00 0321PM
MONIKA TODD CLK® MESA COUNTY CO
REC FEE \$5.00

SUPPLEMENTARY DECLARATION of COVENANTS, CONDITIONS AND
RESTRICTIONS of CEDAR PARK FILING No.2, AMENDING
ORIGINAL DECLARATION:

BOOK 2557 PAGE 347

ARTICLE 16.ASSOCIATION

SECTION 2 SERVICES

BOOK 2557- PAGE 348 ITEM (7) is HEREBY DELETED in its
ENTIRETY.

The foregoing amendment was sworn to before me this 14th day of
September, 2000 by

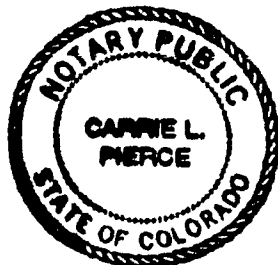
CEDAR PARK HOA BOARD
MEMBER Joanne Sanders
Joanne Sanders
SEPTEMBER 14, 2000

STATE of COLORADO

COUNTY of MESA

WITNESS my hand and official seal

My commission expires: 3-8-2003



Carrie Pierce
Notary Public

My Commission Expires 3-8-2003