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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
RENAISSANCE 360**

TABLE OF CONTENTS

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF**

RENAISSANCE 360

	<u>Page</u>
ARTICLE 1: DEFINITIONS	
1.1 Act	2
1.2 Allocated Interest	2
1.3 Association	2
1.4 Board of Directors	2
1.5 Builder	2
1.6 Common Elements	2
1.7 Common Expense Liability	2
1.8 Common Expenses	2
1.9 Community	2
1.10 Completed Residences	2
1.11 Declarant	2
1.12 Declaration	3
1.13 Development and Sale Period	3
1.14 Development Rights	3
1.15 Improvements	3
1.16 Lot	3
1.17 Member	4
1.18 Owner	4
1.19 Period of Declarant Control	4
1.20 Person	4
1.21 Plat	4
1.22 Security Interest	4
1.23 Security Interest Holder	4
1.24 Special Declarant Rights	4
ARTICLE 2: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	
2.1 Association	5
2.2 Membership	5
2.3 One Class of Membership	5
2.4 Management Agreements and Other Contracts	6
2.5 Power to Adopt Rules and Regulations	6

ARTICLE 3: BOARD OF DIRECTORS, MEMBERS AND OFFICERS

3.1	Authority of Board of Directors.....	6
3.2	Election of Board of Directors During Period of Declarant Control	6
3.3	Authority of Declarant During Period of Declarant Control	6
3.4	Termination of Period of Declarant Control	6
3.5	Delivery of Documents by Declarant	7
3.6	Budget	7
3.7	Cooperation with Other Associations	7
3.8	Notice and Comment	7

ARTICLE 4: COVENANT FOR MAINTENANCE ASSESSMENTS

4.1	Creation of the Lien and Personal Obligation for Assessments	8
4.2	Purpose of Assessments	8
4.3	Initial Annual Assessment	9
4.4	Rate of Annual and Special Assessments	9
4.5	Date of Commencement of Annual Assessments	9
4.6	Special Assessments	9
4.7	Notice and Quorum for Any Special Assessments	10
4.8	Charges for Services to Less than All of the Lots	10
4.9	Lien for Assessments	10
4.10	Receiver	11
4.11	Certificate of Status of Assessments	11
4.12	Effect of Non-Payment of Assessments; Remedies of the Association	11
4.13	Surplus Funds	12
4.14	Working Capital Fund	12
4.15	Assessments for Misconduct	12
4.16	Other Charges	12

ARTICLE 5: ARCHITECTURAL, LANDSCAPING AND AESTHETIC STANDARDS

5.1	General	12
5.2	Design Review Authority	12
5.3	Guidelines and Procedures	14
5.4	No Waiver of Future Approvals	15
5.5	Variances	15
5.6	Limitation of Liability	15

ARTICLE 6: INSURANCE

6.1	Insurance	16
6.2	General Provisions of Insurance Policies	17
6.3	Deductibles	18
6.4	Payment of Insurance Proceeds	18
6.5	Acceptable Insurance Companies	18
6.6	Insurance to be Maintained by Owners	18
6.7	Annual Review of Insurance Policies	19
6.8	Notice of Cancellation	19

	<u>Page</u>
ARTICLE 7: DAMANGE OR DESTRUCTION	
7.1 Damage or Destruction	19
7.2 Lots	20
ARTICLE 8: EXTERIOR MAINTENANCE	
8.1 General	20
8.2 Owner's Negligence	20
8.3 Specific Owner Obligations	21
8.4 Tree Protection	21
ARTICLE 9: RESTRICTIONS AND REQUIREMENTS	
9.1 General Plan	22
9.2 Restrictions Imposed	22
9.3 Residential Use	22
9.4 Declarant's Use	22
9.5 Builder Obligations for Foundations and Drainage	23
9.6 Nuisances	23
9.7 No Hazardous Activities; No Hazardous Materials or Chemicals	23
9.8 No Annoying Light, Sounds, or Odors	23
9.9 Restrictions on Trash and Materials; Trash Collection	24
9.10 Lots to be Maintained	24
9.11 Leases	24
9.12 Owner Maintenance of Grade and Drainage	24
9.13 Subdivision of Lots or Lot Line Adjustments	24
9.14 Use of Common Elements	25
9.15 Parking Restrictions; Use of Garage	25
ARTICLE 10: EASEMENTS	
10.1 Easement for Encroachments	25
10.2 Easements for Drainage and Utilities	25
10.3 Association Easement	25
10.4 Emergency Access Easement	25
ARTICLE 11: PROPERTY RIGHTS IN THE COMMON ELEMENTS	
11.1 Owners' Easements	26
11.2 Extent of Owners' Easements	26
11.3 Delegation of Use	26
11.4 Conveyance or Encumbrance of Common Elements	27
11.5 Payment of Taxes or Insurance by Security Interest Holders	28
ARTICLE 12: GENERAL PROVISIONS	
12.1 Enforcement and Arbitration	28
12.2 Severability	29
12.3 Conflict of Provisions	29
12.4 Conflict with Act	29
12.5 Duration, Revocation, and Amendment	30

	<u>Page</u>
12.6 Registration of Mailing Address	30
12.7 Termination of Community	30
12.8 Eminent Domain	30
12.9 Run with Land; Binding Upon Successors	30
12.10 Limitation on Liability	30
12.11 No Representations or Warranties	31
12.12 Disclaimer Regarding Safety	31
12.13 Landscaping, Soils and Environmental Matters	31
12.14 Disclosures, Disclaimers and Releases	33
12.15 Dedication of Common Elements	34

EXHIBITS

- Exhibit A – Community
- Exhibit B – Common Elements
- Exhibit C – Plat
- Exhibit D – Title Exceptions

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RENAISSANCE 360

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RENAISSANCE 360 is made and entered into this ____ day of _____, 2020, by REDLANDS THREE SIXTY, LLC, a Colorado limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the Owner of that certain real property situated in the City of Grand Junction, County of Mesa, State of Colorado, which is described on **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant desires to subject and place upon the real property described on the attached **Exhibit A** certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein for the purpose of protecting the value and desirability of said real property and for the purpose of furthering a plan for the improvement, sale and ownership of said real property, to the end that a harmonious and attractive development of said real property may be accomplished and the health, comfort, safety, convenience and general welfare of owners in said real property, or any portion thereof, may be promoted and safeguarded; and

WHEREAS, a common interest community may be created pursuant to the Act (as hereinafter defined) only by recording a declaration.

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

ARTICLE 1

DEFINITIONS

1.1 "Act" means the Colorado Common Interest Ownership Act, C.R.S. §§38-33.3-101 to 319, as amended.

1.2 "Allocated Interest" means the Common Expense Liability equal to a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots within the Community and votes in the Association allocated to each Lot pursuant to section 2.3.

1.3 "Association" means Renaissance 360 Homeowners Association, a unit owners' association organized under Section 38-33.3-301 of the Act.

1.4 "Board of Directors" or "Board" means the body, regardless of name, designated in this Declaration and the Bylaws of the Association to act on behalf of the Association.

1.5 "Builder" means any Person who acquires from Declarant one or more Lots for the purpose of constructing thereon a residential dwelling and selling such dwelling unit, together with the Lot upon which it is situated, to any member of the general public.

1.6 "Common Elements" means any real property (which may include, without limitation, platted lots and platted tracts) owned or leased by the Association, other than a Lot (as defined below), for the benefit, use or enjoyment of the Owners or which the Association is responsible for maintaining for the common good of the Community. The Common Elements at the time of recordation of this Declaration are described on **Exhibit B** attached hereto and incorporated herein by this reference.

1.7 "Common Expense Liability" means the liability for Common Expenses allocated to each Lot. The Common Expense Liability for each Lot shall be equal to the Allocated Interests of such Lot, subject to the adjustment described in Section 4.2 of Article 4 of this Declaration.

1.8 "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

1.9 "Community" means real property described on **Exhibit A** or which becomes subject to this Declaration, as supplemented and amended from time to time, with respect to which a Person, by virtue of such Person's ownership of a Lot, is obligated to pay for real property taxes, insurance premiums, maintenance or improvement of other real property described in this Declaration. The Community is a planned community subject to the Act.

1.10 "Completed Residence" means a single-family home that has been completed on a Lot and is either occupied or legally able to be occupied for residential purposes.

1.11 "Declarant" means Redlands Three Sixty, LLC, a Colorado limited liability company, and any other Person(s) acting in concert, to whom the Declarant, by recorded document, expressly assigns one or more of the Declarant's rights under this Declaration (which shall be the extent of the Declarant's rights to which such assignee succeeds), and who:

(a) As part of a common promotional plan, offers to dispose to a purchaser such Declarant's interest in a Lot not previously disposed of to a purchaser; or

(b) Reserves or succeeds to any Special Declarant Right.

1.12 "Declaration" means this Declaration of Covenants, Conditions and Restrictions of Renaissance 360 and any other recorded instruments, however denominated, that create this Community, including any supplements and amendments to those instruments and also including, but not limited to, plats and maps.

1.13 "Development and Sale Period" means the period of time from the date that this Declaration is recorded in the real property records of Mesa County, Colorado, to the date that is six months after Completed Residences exist on all of Lots 1 through 14, inclusive, and all of Lots 1 through 14 have been sold by a Builder to homeowners.

1.14 "Development Rights" means any right or combination of rights reserved by a Declarant in this Declaration to:

(a) add real property to this Community, create Lots or Common Elements within this Community and subdivide Lots or convert Lots into Common Elements;

(b) withdraw real property from this Community and thereby decrease the number of Lots and /or Common Elements; and/or

(c) those rights granted to or reserved by Declarant, as set forth in this Declaration or the Act.

1.15 "Improvements" means all exterior improvements, structures and any appurtenances thereto or components thereof of every type or kind, grading and site work, and all landscaping features, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, basketball hoops, signs, exterior tanks and exterior air conditioning, cooling, heating and water softening equipment. Improvements shall also mean an excavation or fill the volume of which exceeds two cubic yards, and any excavation fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface water upon or across any Lot, or which affects or alters the flow of any water in any natural or artificial stream, wash, or drainage channel upon or across any Lot or Common Element.

1.16 "Lot" means each platted lot or parcel of land shown upon any recorded Plat or other recorded map of the real property described on the attached **Exhibit A** as the same may be amended from time to time, with the exception of the Common Elements and any publicly dedicated real property. Without limiting the generality of the foregoing, if any platted lot(s) is designated as Common Elements in this Declaration, or any amendment thereto, then such lot(s) shall constitute Common Elements, as defined above, rather than a Lot (as defined herein).

1.17 "Member" means each Owner; membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

1.18 "Owner" means the Declarant, a Builder or other Person who owns a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation.

1.19 "Period of Declarant Control" means the sooner of (i) the applicable period of declarant control allowed under the Act; or (ii) a length of time expiring seven (7) years after initial recording of this Declaration in Mesa County, Colorado, provided that the Period of Declarant Control shall terminate no later than either sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Owners other than a Declarant, two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business, or two (2) years after any right to add new Lots to the Declaration was last exercised.

1.20 "Person" means a natural person, a corporation, a partnership, an association, a trust, a limited liability company, a joint venture or any other entity recognized under the laws of the State of Colorado or any combination thereof.

1.21 "Plat" means the plat of the Community recorded or to be recorded in the real property records of the Mesa County Clerk and Recorder. The list of encumbrances affecting such property as required by §38-33.3-209 of the Act attached hereto as **Exhibit D**. A supplemental plat (a "Supplemental Plat") may be recorded from time to time to reflect changes in the Community (including without limitation, changes in the boundary of the Community) as reflected on the Plat or a prior Supplemental Plat.

1.22 "Security Interest" means an interest in real property or personal property in the Community, or any portion thereof, created by contract or conveyance which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

1.23 "Security Interest Holder" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest.

1.24 "Special Declarant Rights" means rights hereby reserved for the benefit of a Declarant to perform the following acts: to build and complete Improvements in the Community; to exercise any Development Right; to maintain sales offices, construction offices, management offices and signs advertising the Community and sale of Lots; to use easements through the Common Elements for the purpose of making Improvements within the Community or within real property which may be added to the Community, and to grant or create easements for access, utilities, drainage, water and other purposes incidental to development and sale of the Community located in or across Lots owned by Declarant or Common Elements, provided that such easements do not create a permanent, unreasonable interference with the rights of any

Owners at the time such easement is created; to make the Community subject to a master association; to merge or consolidate a common interest community of the same form of ownership; to allocate any of the Common Elements or portions thereof as limited common elements and to allocate such limited common elements among particular Lots; to appoint or remove any officer of the Association or any Board of Directors member during any Period of Declarant Control; or to perform any other Declarant right set forth in this Declaration. Declarant also reserves the Special Declarant Right to convert any Lot or other portion of the property in the Community which is owned by Declarant into Common Elements or limited common elements. All of the Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Community. Declarant may exercise any or all of these Special Declarant Rights at any time and from time to time. Such rights shall terminate automatically upon the termination of the Period of Declarant Control.

ARTICLE 2

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

2.1 Association. The Association has been or will be formed as a Colorado corporation under the Colorado Revised Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration and in its Articles of Incorporation and Bylaws. The Association shall have a Board of Directors to manage the affairs of the Association, as more fully provided in this Declaration, and in the Association's Articles of Incorporation and Bylaws.

2.2 Membership. The membership of the Association at all times shall consist exclusively of all Owners or, following termination of the Community, of all former Owners entitled to distributions of proceeds under the Act or their heirs, personal representatives, successors or assigns. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2.3 One Class of Membership. The Association shall have one class of voting membership. Each Owner shall be entitled to one (1) vote for each Lot owned in accordance with the Allocated Interest attributable to each Lot, except that no votes allocated to a Lot owned by the Association may be cast. The total number of votes which may be cast in connection with any matter shall be equal to the total number of Lots then existing within the Association. Except as otherwise provided in Article 3 of this Declaration, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and members of the Board of Directors, and may remove all officers and members of the Board of Directors which have been appointed by the Declarant. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Period of Declarant Control; but, in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

2.4 Management Agreements and Other Contracts. Any agreement for professional management of the Association's business or other contract providing for services of the Declarant shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon not more than ninety (90) days' prior written notice.

2.5 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Common Elements and the use of any other property within the Community, including Lots. Any such Rules and Regulations shall be reasonable and uniformly applied. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Copies of the currently effective Rules and Regulations shall be made available to each Owner upon request and payment of the reasonable expense of copying the same. Each Owner shall comply with such Rules and Regulations and shall see that Persons claiming through such Owner comply with such Rules and Regulations. The Board of Directors may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines for the violation of any such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of a conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

ARTICLE 3

BOARD OF DIRECTORS, MEMBERS AND OFFICERS

3.1 Authority of Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except as provided in this Declaration or the Association Bylaws, the Board of Directors may act in all instances on behalf of the Association.

3.2 Election of Part of Board of Directors During Period of Declarant Control. No later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots to Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board of Directors must be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots to Owners other than Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors must be elected by Owners other than the Declarant.

3.3 Authority of Declarant During Period of Declarant Control. Except as otherwise provided in this Article, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and directors and may remove all officers and directors of the Board of Directors appointed by it.

3.4 Termination of Period of Declarant Control. Not later than the termination of the Period of Declarant Control, the Owners shall elect a Board of Directors (with the exact number of members of the Board of Directors to be set forth in the Bylaws of the Association), at least a

majority of whom must be Owners other than the Declarant or designated representatives of Owners other than the Declarant. The Board of Directors shall elect the officers. Such Board of Directors members and officers shall take office upon election.

3.5 Delivery of Documents by Declarant. After the Owners other than the Declarant elect a majority of the members of the Board of Directors, the Declarant shall deliver to the Association all property of the Owners and of the Association held or controlled by the Declarant, if and to the extent required by the Act.

3.6 Budget. Within thirty (30) days after adoption of any proposed budget for the Community, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Association 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 (14) days nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting the budget is rejected by the vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, then 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 Board of Directors.

3.7 Cooperation with Other Associations. The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other community association (s) and/or any district(s), to share facilities, to share the costs and/or responsibility for any maintenance, repair, replacement or other matters, to perform maintenance, repair or replacement for any person(s) in consideration of payment or reimbursement therefore, to utilize the same contractors, subcontractors, managers or others who may perform services for the Association, any other community association(s) and/or any district(s), or to otherwise cooperate with any other community association(s) and/or any district(s) in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Board of Directors in its discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and/or any other community associations and/or any districts, as the Board of Directors may determine in its discretion from time to time. Additionally, the Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other community associations, and/or any districts to collect assessments, other charges or other amounts which may be due to such entity and to permit any such entity to collect assessments, other charges or other amounts which may be due to the Association; in any such instance, the Association shall provide for remittance to such entity of any amounts collected by the Association or to the Association of any amounts collected by such entity.

3.8 Notice and Comment. Whenever the provisions of this Declaration or of the other governing documents of the Association or the Act require that an action be taken after "Notice and Comment" or "Notice and Hearing," and at any other time the Board determines, the affected Owner(s) have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice shall be given to each affected Owner in writing delivered personally or by mail to all affected Owner(s) at such address as appears in the records of the Association, or

notice shall be published in a newsletter or similar publication which is routinely circulated to all Owners. The notice shall be given not less than three (3) days before proposed action is to be taken. The notice shall invite comment (orally or in writing) to the Board before or at the scheduled time of any meeting or hearing.

ARTICLE 4

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation for Assessments. Each Owner, including Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees and shall be personally obligated to pay to the Association: annual assessments or charges, special assessments, and other charges, fines, fees, interest, late charges, and other amounts, all as provided in this Declaration; with such assessments and other amounts to be established and collected as hereinafter provided. The annual and special assessments and other charges, fees and fines, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant with all amounts due, from time to time, payable in full when due without notice or demand (except as otherwise expressly provided in this Declaration), and without set-off or deduction. All Owners of each Lot shall be jointly and severally liable to the Association for the payment of all assessments, fees, charges and other amounts attributable to their Lot during their ownership of such Lot. Each assessment, charge, fee and all other amounts under this Declaration, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them. The Association's lien on a Lot for assessments and other amounts 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 lien.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used to pay the Common Expenses and for maintenance, repair and replacement of the Common Elements, as provided in this Declaration, to promote the recreation, health, safety and welfare of the residents of the Lots, and for all of those purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to this Declaration or the Articles of Incorporation or Bylaws of the Association, or by law, including without limitation, maintenance, operation, repair and replacement of publicly dedicated property, drainage facilities and easements; provided, however, that such assessments levied during the Period of Declarant Control may not be used for the purpose of constructing capital Improvements. Each Owner acknowledges that the benefits accorded to a Lot that contains a Completed Residence are significantly greater than Lots that do not contain Completed Residences. In recognition of this fact and to establish an administrative process that takes this fact into account while providing a reasonable and cost effective administrative process to

address this difference in benefits, each Owner acknowledges and agrees that each Lot that does not contain a Completed Residence as of the date of an applicable monthly assessment date will be assessed at the rate of 25% of the monthly assessment rate for a Lot that contains Completed Residences.

4.3 Initial Annual Assessment. Until the effective date of an Association budget ratified by the Owners with a different amount for the annual assessment, as provided above, the amount of the annual assessment against each Lot shall not exceed (i) \$100.00 per Lot per month for each Lot with a Completed Residence; and (ii) \$25.00 per Lot per month for each Lot without a Completed Residence.

4.4 Rate of Annual and Special Assessments. Annual and special assessments shall be fixed at a rate sufficient to meet the expected needs of the Association. The annual assessments shall include an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced on a periodic basis (including without limitation, any drainage facilities owned or maintained by the Association), and for the payment of insurance deductibles. All annual and special assessments shall be assessed against all the Lots in accordance with the Allocated Interests set forth in this Declaration, except as specifically elsewhere provided in this Declaration, taking into account the limitation contained in Section 4.2 of this Article 4. If the Common Expense Liability is reallocated, annual assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liability.

4.5 Date of Commencement of Annual Assessments. Until the Association makes an annual assessment, which shall commence at such time as the Board of Directors may determine in its discretion, the Declarant shall pay all Common Expenses in the applicable amount provided for in Section 4.2, as limited by Section 4.3. After any annual assessment has been made by the Association, annual assessments shall initially not be greater than the amount set forth in Section 4.3 of this Article, and thereafter shall be based on a budget adopted by the Association as provided in this Declaration. A budget shall be so adopted by the Association no less frequently than annually. The annual assessments shall be due and payable in monthly installments, in advance, or on such other dates, and with such frequency (which may be other than monthly, but not less frequently than annually), as the Board of Directors determines in its discretion from time to time; provided that the first annual assessment shall be adjusted to reflect the time remaining in the first Association fiscal year and the budget shall reflect Lots with Completed Residences and Lots without Completed Residences. Any Owner purchasing a Lot between installment due dates shall pay a pro rata share of the last payment due.

4.6 Special Assessments. In addition to the annual assessments authorized in this Article, the Board of Directors may levy, in any fiscal year, with the approval of two-thirds (2/3) of the votes of a quorum (as provided below) of the Association votes cast by Members voting in person or by proxy at a meeting duly called for this purpose, 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 Elements or any portion of real property for which the Association has maintenance, repair and/or reconstruction obligations, including fixtures and personal property related thereto, or for repair

or reconstruction of any damaged or destroyed Improvements located on said real property, or for the funding of any operating deficit incurred by the Association. Any such special assessment shall be set against each Lot in accordance with the Allocated Interest set forth in this Declaration, except as specifically elsewhere provided in this Declaration, taking into account the limitation contained in Section 4.2 of this Article 4. A meeting of the Members called for the purpose of considering the establishment of a special assessment shall be held in conformance with Section 4.7 of this Article 4. Notwithstanding the foregoing, special assessments levied during the Period of Declarant Control may not be used for the purpose of constructing capital Improvements.

4.7 Notice and Quorum for Any Special Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.6 of this Article 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 sixty percent (60%) of all the Membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.8 Charges for Services to Less than All of the Lots. The Association may, at any time and from time to time, provide services not authorized herein to less than all of the Lots, and the Owners of such Lots shall pay the Association for such services as, when and in such manner as may be determined by the Board of Directors in its discretion from time to time, which amounts shall be in addition to the annual and special assessments, and which amounts shall include overhead expenses of the Association. Any such services shall be provided, if at all, pursuant to an agreement in writing between the Association and the Owners of the Lots for which such service is to be provided, with such agreement to include a statement of the costs, fees and expenses reasonably expected to initially be incurred by the Association in providing such service(s). Services which may be provided by the Association pursuant to this section include, without limitation (a) the construction, care, operation, management, maintenance, upkeep, repair, replacement and renovation of Improvements or property owned by such Owner(s); (b) the provision of any services or functions to such area(s) or Lot(s); (c) the enforcement of the provisions of any document or agreement of, on behalf of, and in the name of the applicable Owner; (d) the payment of taxes or other amounts for Owners with funds provided by such Owners; and (e) the procurement of insurance for Owners. The Association may, at its election, at any time from time to time, collect the aforesaid costs, fees, expenses and other charges from Owners to whom such services are provided, in advance or arrears, in monthly or other installments, or in addition to and on the same date for payment of, the assessments.

4.9 Lien for Assessments.

(a) The Association has a statutory lien on a Lot for any assessment levied against that Lot or fines imposed against its Owner. Fees, charges, late charges, attorneys' fees, fines and interest charged pursuant to this Declaration or the Act are enforceable as assessments under this Article. The amount of the lien shall include all those items set forth in this section

from the time such items become due. If an assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

(b) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required. However, the Board of Directors or managing agent of the Association may prepare, and record in the county in which the applicable Lot is located, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. If a lien is filed, the costs and expenses thereof shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate.

4.10 Receiver. In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's assessments.

4.11 Certificate of Status of Assessments. The Association shall furnish to an Owner or such Owner's designee or to a Security Interest Holder or its designee, upon written request delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent, 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 Association, the Board of Directors, and every Owner. If no statement is furnished to the Owner or Security Interest Holder or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Lot for unpaid assessments which were due as of the date of the request. The Association shall have the right to charge a reasonable fee for the issuance of such certificates.

4.12 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date thereof may bear interest from the due date at the rate of eight percent (8%) per annum, or at such other lawful rate as may be set from time to time by the Board of Directors, and the Board of Directors may charge a late charge thereon in an amount the Board determines from time to time to be sufficient to cover the extra costs and expenses involved in handling such delinquent payment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot. If a judgment or decree is obtained, including without limitation in a foreclosure action, such judgment or decree shall include a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and may include interest and late charges as above provided. No Owner may be exempt from liability for payment of assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Lot against which the assessments are made. This Article does not prohibit actions or suits to recover sums

for which this Declaration creates a lien, nor does this Article prohibit the Association from taking a deed in lieu of foreclosure.

4.13 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be retained by the Association as reserves and need not be paid to the Owners in proportion to their Common Expense Liability or credited to them to reduce their future assessments.

4.14 Working Capital Fund. The Association or Declarant shall require the first Owner (other than Declarant or a Builder) of any Lot who purchases that Lot from Declarant or a Builder and each Owner thereafter to make a non-refundable contribution to the Association in an amount equal to two (2) times the then current monthly installment of the annual assessment (regardless of whether or not annual assessments have commenced as provided in Section 4.5 of this Article). Said contribution shall be collected and transferred to the Association at the time of closing of the sale by Declarant or a Builder of each Lot and each Lot sale thereafter and shall, until used, be maintained in a segregated account with other such working capital funds for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of assessments as the same become due.

4.15 Assessments for Misconduct. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that Common Expense exclusively against such Owner and his Lot.

4.16 Other Charges. The Association may levy and assess charges, costs and fees for the following matters, among others, in such reasonable amount(s) as the Board of Directors may determine in its discretion at any time from time to time, including charges to the Association by its managing agent or other Person: copying of Association or other documents; return check charges; charges for telefaxes; long distance telephone calls; transfer charges or fees upon transfer of ownership of a Lot; charges for notices and demand letters; and other charges incurred by the Association for or on behalf of any Owner(s). All such charges, costs and fees shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments.

ARTICLE 5

ARCHITECTURAL , LANDSCAPING AND AESTHETIC STANDARDS

5.1 General. All Improvements are subject to the approval requirements and procedures set forth in this Article, except as this Article may otherwise specify. Notwithstanding the foregoing, regulation of antennas, satellite dishes, and any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind shall be in strict compliance with all federal laws and regulations.

No prior approval is necessary to repaint the exterior of existing structures using the most recently approved color scheme for such structures or to rebuild or restore any damaged structures in a manner consistent with the plans and specifications most recently approved for such structures. No approval is required for work done to the interior of a structure.

Approval under this Article is not a substitute for any approvals or reviews required by the City of Grand Junction or any other municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

This Article shall not apply to the Declarant's design and construction activities or to the Association's activities during the Development and Sale Period.

5.2 Design Review Authority.

(a) Declarant. The Declarant shall have exclusive authority to review and act upon all applications for review of proposed Improvements or modifications in Improvements until expiration of the Development and Sale Period. The Declarant may designate one or more persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, the Declarant and its designee act solely in the Declarant's interest and owe no duty to any other Person.

From time to time, the Declarant may delegate any or all of its rights under this Article to other Persons, committees appointed by Declarant, or the Design Review Committee created pursuant to Section 5.2(b). Any such delegation shall be in writing, shall specify the scope of responsibilities delegated, and shall be subject to (i) the Declarant's right to revoke such delegation at any time and reassume its prior control, and (ii) the Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable. So long as the Declarant has any rights under this Article, the jurisdiction of others shall be limited to such matters as the Declarant specifically delegates.

(b) Design Review Committee. Upon the Declarant's delegation of authority pursuant to Section 5.2(a), or upon expiration or termination of the Development and Sale Period, the Board shall appoint a Design Review Committee ("Design Review Committee" or "DRC") to assume jurisdiction over matters related to the approval of Improvements, modifications to Improvements and related matters within the scope of this Article. The DRC shall consist of at least three, but not more than seven, persons who shall serve and may be removed and replaced in the Board's discretion. DRC members need not be Owners or representatives of Owners. The DRC may include architects, engineers, or similar professionals. The Association may compensate DRC members in such manner and amount, if any, as the Board may determine appropriate.

Until the earlier of expiration of the Development and Sale Period or the date upon which Declarant delegates all of its rights under this Article, the DRC shall notify the Declarant in writing within three business days of any action (i.e., approval, partial approval, or disapproval) it takes under this Article. A copy of the application and any additional information the Declarant may require shall accompany the notice. The Declarant shall have 10 business

days after receipt of such notice to veto any such action, in its discretion, by written notice to the DRC. Additionally, if Declarant delegates some but not all of its rights under this Article, the Declarant may also relieve the DRC of its obligation to provide such notice to Declarant.

Unless and until such time as the Declarant delegates all or a portion of its reserved rights to the DRC, or the Declarant's rights under this Article expire, the Association shall have no jurisdiction over architectural matters or other matters requiring approval of the DRC or Declarant.

(c) Reviewer. For purposes of this Article, the Person having jurisdiction in a particular case shall be referred to as the "Reviewer."

(d) Fees; Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application. The Board may include the compensation of such persons in the Association's annual operating budget.

5.3 Guidelines and Procedures.

(a) Guidelines. The Declarant may prepare the architectural design guidelines, landscape guidelines and homeowner improvement guidelines, which may contain general provisions applicable to all of the Community as well as specific provisions that vary among uses, housing types, or locations within the Community (the "Guidelines"). The Guidelines are intended to provide guidance to Owners, architects, and contractors regarding matters of particular concern to the Reviewer. The Guidelines, if prepared by Declarant, are not the exclusive basis for the Reviewer's decisions, and compliance with the Guidelines does not guarantee approval.

The Declarant shall have sole and full authority to amend the Guidelines for so long as it has review authority under Section 5.2(a). The Declarant's right to amend the Guidelines shall continue even if it delegates reviewing authority to the DRC, unless the Declarant also delegates the power to amend to the DRC. Upon expiration or delegation of the Declarant's right to amend, the DRC may amend the Guidelines with the Board's consent.

Amendments to the Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures or landscaping previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Guidelines, as amended. There shall be no limitation on the scope of amendments to the Guidelines, and such amendments may eliminate requirements previously imposed or otherwise make the Guidelines less restrictive. The Reviewer shall make the Guidelines, if any are prepared and in effect, available to Owners and their architects and contractors upon request.

(b) Procedures. Unless the Guidelines provide otherwise, no activities within the scope of this Article (as described in Section 5.1) may begin on any property within the

Community until a written application is submitted to and approved in writing by the Reviewer. The application must be accompanied by plans and specifications and such other information as the Reviewer, or the Guidelines require.

In reviewing each application, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements.

The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations shall not be subject to the procedures in Article 12 or judicial review so long as they are made in good faith and in accordance with required procedures set forth herein and in the Guidelines.

5.4 No Waiver of Future Approvals. The people reviewing applications under this Article will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the Guidelines may vary accordingly. It may not always be possible to identify objectionable features until work is completed. In such cases, the Reviewer may elect not to require changes to objectionable features. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

5.5 Variances. Variances may be granted as provided in the Guidelines or in the discretion of the Reviewer. This provision does not apply to variances to any requirements, rules, regulations or ordinances of the City of Grand Junction. Declarant, the Association, the Design Review Committee and any other Reviewer do not have authority to grant variances to any requirement, rule, regulation or ordinance of the City of Grand Junction. Variances to the Zoning and Development Code of the City of Grand Junction may be approved only by the City's Zoning Board of Appeals.

5.6 Limitation of Liability. This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Community; they do not create any duty to any Person. Review and approval of any application pursuant to this Article or the Guidelines may be based purely on aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all dwellings are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Owners.

The Declarant, the Association, its officers, the Board, the Reviewer, any committee, any member of any of the foregoing and any other Reviewer shall not be liable for (a) soil conditions, drainage, or other general site work; (b) any defects in plans revised or approved hereunder; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not the Declarant

has approved or featured such contractor as a Builder; or (d) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot or Improvements on a Lot. In all matters subject to this Article, the Association shall defend and indemnify the Board, the DRC, any Reviewer, and the members, managers, shareholders, partners, officers, and directors of each, as provided in the Bylaws.

ARTICLE 6

INSURANCE

6.1 Insurance. The Association shall maintain insurance as required by the Act and other applicable law, including the following types of insurance on the Common Elements, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance. The cost of said coverage shall be paid by the Association as Common Expenses. In addition, the Association may maintain such insurance on such other property as the Board of Directors may determine in its discretion from time to time, or as may be hereinafter required. Notwithstanding any of the specific insurance requirements specified in this Article, the Association may also consider, in determining the types and amount of insurance it needs to obtain, the then-existing requirements of any of applicable governmental agencies.

(a) Property insurance on the Common Elements for broad form covered causes of loss; except that the total amount of insurance must not be less than the full insurance replacement costs of all the insured property less applicable deductibles at the time the insurance is purchased and at such renewal date, exclusive of land, foundation, excavations and other items normally excluded from property policies.

(b) Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements, insuring the Association in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, insuring the Board of Directors, the Association, any managing agent and their respective employees, agents and all Persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's capacity as an Owner and member of the Board of Directors. The Owners shall also be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

(c) A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and/or any independent contractor employed by the Association for the purpose of managing the Community and/or any Owner who disburses funds of the Association, in an amount at least equal to the estimated maximum of funds, including maintenance reserves, in the custody of the Association at any given time; provided, however, that such fidelity coverage or fidelity bonds shall not be in an amount less than two (2) months aggregate assessments on the Lots, plus such reserve funds as calculated from the current budget of the Association. The

Association may carry fidelity insurance in amounts greater than required hereinabove and may require any independent contractor employed for the purposes of managing the Community to carry more fidelity insurance coverage than required hereinabove. In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase, at its own expense, a policy of fidelity insurance or bonds which fully complies with the provisions of this subsection (c).

(d) If any Common Elements are located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage on such parcels has been made available under the National Flood Insurance Program, then such a policy of flood insurance on such parcels in an amount at least equal to the lesser of:

(i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within a designated flood hazard area; or

(ii) one hundred percent (100%) of current replacement costs of all buildings and other insurable property located within a designated flood hazard area.

(e) In addition, the Association may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including, but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

6.2 General Provisions of Insurance Policies. All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney-in-fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association. The policy or policies shall contain a standard non-contributory Security Interest Holder's clause in favor of each Security Interest Holder and a provision that it cannot be cancelled or materially altered by either the insured or the insurance company until thirty (30) days' prior written notice thereof is given to the insured and each Security Interest Holder, insurer or guarantor of a Security Interest. The Association shall furnish a certified copy or duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the Owner in question, to any party in interest, including Security Interest Holders, upon request. Any such Owner's policy shall also contain waivers of subrogation. All policies shall contain waivers of any defense based on invalidity arising from any acts or neglect of an Owner where such Owner is not under the control of the Association. Insurance obtained by the Association, to the extent reasonably feasible, and provided that Declarant reimburses the Association for any additional premium payable as a result, shall name Declarant as an additional insured and shall contain a waiver of subrogation rights against Declarant. Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Association Properties and property of Declarant.

6.3 Deductibles. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles and any other matters of claims adjustment.

(a) To the extent the Association settles a claim for damages, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association. In the event that more than any one (1) Lot is damaged by a loss, the Association, in its reasonable discretion, may assess each Owner a pro rata share of any deductible paid by the Association.

(b) Any loss to any Lot or to any Common Elements that the Association has the duty to maintain, repair and/or reconstruct, which falls within the deductible portion of such policy, shall be borne by the Person who is responsible for the repair and maintenance of the property that is damaged or destroyed. In the event of a joint duty of repair and maintenance of the damaged or destroyed property, then the deductible may be apportioned among the Persons sharing in such joint duty or may be partly or wholly borne by the Association, at the election of the Board of Directors. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner, his tenants, family members, guest or invitees. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any assessment.

6.4 Payment of Insurance Proceeds. Any loss covered by an insurance policy described in Section 6.1 of this Article must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any Security Interest Holder. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and Security Interest Holders as their interests may appear. Subject to the provisions of Section 6.1 of Article 6 of this Declaration, the proceeds must be disbursed first for the repair or restoration of the damaged property; and the Association, Owners and Security Interest Holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Community is terminated.

6.5 Acceptable Insurance Companies. Each insurance policy purchased by the Association must be written by a hazard insurance carrier that is authorized by law to do business in the State of Colorado. The Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee; (b) under the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policy holders or members; or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgages or any Owner from collecting insurance proceeds.

6.6 Insurance to be Maintained by Owners. An insurance policy issued to the Association does not obviate the need for Owners to obtain insurance for their own benefit. Insurance coverage on each Lot and the Improvements thereon, including but not limited to flood

insurance, and the furnishing and other items of personal property belonging to an Owner, and public liability insurance coverage on each Lot, shall be the responsibility of the Owner of such Lot.

6.7 Annual Review of Insurance Policies. All insurance policies carried by the Association shall be reviewed at least annually by the Board of Directors to ascertain that the coverage provided by such policies adequately covers those risks intended to be insured by the Association. In making the aforesaid determination, the Board of Directors or the managing agent of the Association may obtain a written appraisal from a duly qualified real estate or insurance appraiser, or seek other advice or assistance.

6.8 Notice of Cancellation. If the insurance described in Section 6.1 of this Article is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered, or sent prepaid by United States Mail, to all Owners. If the insurance described in Section 6.1 of the Article is not reasonably available, the Association may carry any other insurance it considers appropriate.

ARTICLE 7

DAMAGE OR DESTRUCTION

7.1 Damage or Destruction.

(a) Any portion of the Community which is covered by a policy of insurance which is required to be carried by the Association under this Declaration and which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (i) The Community is terminated;
- (ii) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (iii) Sixty-seven percent (67%) of the Owners, including every Owner of a Lot that will not be rebuilt, vote not to rebuild; or
- (iv) Prior to the conveyance of any Lot to a Person other than the Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Community rightfully demands all or a substantial part of the insurance proceeds.

(b) The cost of repair or replacement that is covered by insurance carried by the Association, but which is in excess of insurance proceeds and reserves, is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable thereto must be used to restore the damaged area to a condition compatible with the remainder of the Community and, except to the extent that other Persons will be distributees, the remainder of the proceeds must be distributed to all the Owners or lienholders, as their interest may appear, in

proportion to the Common Expense Liability of all the Lots. If the Owners vote not to rebuild any Lot, that Lot's Allocated Interests are automatically reallocated upon the vote as if the Lot had been condemned, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting such reallocations.

7.2 Lots. Any damage to or destruction of any structure located on a Lot shall, except as hereafter provided, be promptly repaired and reconstructed by the Owner thereof using insurance proceeds and personal funds of such Owner.

ARTICLE 8

EXTERIOR MAINTENANCE

8.1 General.

(a) Maintenance, repair and replacement of all Common Elements, Improvements located thereon, and of any drainage structure or facilities, or other public Improvements or publicly dedicated property required by the local governmental entity as a condition of development of the Community or any part thereof, shall be the responsibility of the Association unless such Improvements or property have been dedicated to and accepted by the local governmental entity for the purpose of maintenance, repair and replacement or unless such maintenance, repair and replacement has been accepted and authorized by law to be performed by a special district or other municipal or quasi-municipal entity. Without limiting the foregoing, the Association's maintenance responsibility shall include the maintenance, repair and replacement of the detention basin/BMP within the Community (the "Detention Basin") and all mail kiosks, and landscaping located within the Community. Further, the Association may provide such other maintenance, repair and replacement as the Board of Directors deems appropriate from time to time, including without limitation publicly dedicated property and the Improvements located thereon. The costs, expenses, fees and other amounts to be expended for the maintenance and repair provided for in this subsection (a) shall, subject to Section 8.2 of this Article, be collected by the Association as assessments pursuant to Article 4 hereof.

(b) The Association agrees, for itself and its successors and assigns, including individual Lot Owners within the Community, that it will regularly and routinely inspect, clean and maintain the Detention Basin in accordance with the requirements of the City of Grand Junction, any applicable agreements relating to the MS4 Stormwater Program of Mesa County, any other agreements with the City regarding maintenance of the Detention Basin, and stormwater best management practices, and otherwise keep the same in good repair, all at its own cost and expense.

(c) The maintenance, repair and replacement of each Lot, including but not limited to the interior and exterior of the residence and other Improvements constructed thereon, shall be the responsibility of the Owner of such Lot.

8.2 Owner's Negligence. Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or reconstruction of or within any

property for which the Association has an obligation to maintain, repair or reconstruct, any Lot, or any Improvements located thereon, is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest or invitee of such Owner, the cost of such repair, maintenance, reconstruction or expense to avoid such damage shall be the personal obligation of such Owner to the extent that said Owner would be liable for the acts of such Persons under the laws of the State of Colorado; and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to the assessment to which such Owner's Lot is subject and shall be subject to all of the terms and provisions of Article 4 of this Declaration. A determination of the negligence or willful act or omission of any Owner, or any member of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefore, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this section may be appealed by said Owner to a court of law.

8.3 Specific Owner Obligations. Each Owner of a Lot shall be obligated to maintain, repair and replace, at such Owner's expense, certain facilities and Improvements on the Owner's Lot, and perform maintenance on the Owner's Lot, as follows:

(a) Each Owner of a Lot shall be responsible for maintaining all drainage swales or other drainage facilities on the Owner's Lot, including common drainage swales running along the side lot lines of adjacent Lots, in good condition and in compliance with the Lot specific drainage plan (discussed in Section 9.5(a) of this Declaration) for the Lot. Each Owner shall ensure that drainage flows through side lot line drainage swales and are not obstructed or diverted.

(b) Owners must prudently irrigate landscaping on their Lots so that adjacent or downstream properties are not damaged by excessive drainage flows and to ensure that excess water does not flow under adjacent and nearby streets.

8.4 Tree Protection. Existing mature trees are located on Lots 11, 12 and 13. These trees benefit the Community because of their aesthetics and because they improve the stability of the soils in the area. The Owners of Lots 11, 12 and 13 shall be responsible, at their expense, for maintaining the trees located on their existing Lots. None of the trees on Lots 11, 12 or 13 as of the date of this Declaration may be cut down or removed unless such removal is required by the City of Grand Junction or the tree to be removed is dead, diseased or constitutes a fire hazard. Before any tree is cut down or removed from Lot 11, 12 or 13, the Owner of the tree to be removed must obtain the written consent of the Declarant during the Period of Declarant Control and, thereafter, the consent of the Association.

ARTICLE 9

RESTRICTIONS AND REQUIREMENTS

9.1 **General Plan.** It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Lots, all in order to enhance the desirability and attractiveness of the Lots and subserve and promote the sale thereof.

9.2 **Restrictions Imposed.** This Community is subject to the recorded easements, licensees and other matters listed on **Exhibit C** attached hereto and incorporated herein by this reference. In addition, the Declarant declares that all of the Lots shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration. The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Association if such strict application would be unreasonable or unduly harsh under the circumstances.

9.3 **Residential Use.** Subject to Section 9.4 of this Article 9, Lots shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes; provided, however, that an Owner may use the Lot for professional or home occupation(s) so long as the applicable zoning permits such use, there is no external evidence thereof, and no unreasonable inconvenience to other residents of the Lots is created thereby.

9.4 **Declarant's Use.** Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant and/or a Builder, and its employees, agents and contractors, to perform such reasonable activities, and to maintain upon portions of the Lots such facilities as they deem reasonably necessary or incidental to the development, construction and sale of Lots, and development and construction of Improvements, specifically including, without limiting the generality of the foregoing, maintaining management sales offices, in such numbers, of such sizes, and at such locations as they determine in their reasonable discretion from time to time. Further, nothing contained in the Declaration shall limit the right of the Declarant or require Declarant or a Builder to obtain approvals: (a) to excavate, cut, fill or grade any property owned by Declarant or a Builder or to construct, alter, demolish or replace any Improvements; (b) to use any structure on any property owned by Declarant or a Builder as a construction, management, model home or sales or leasing office in connection with the development, construction or sale of any property; and/or (c) to require Declarant to seek or obtain the approval of the Association for any such activity or Improvement by Declarant on any property owned by Declarant or a Builder. Notwithstanding the foregoing, Declarant and Builders shall not perform any activity or maintain any facility on any portion of the Lots in such a way as to unreasonably interfere with or disturb any Owner, or to unreasonably interfere with the use, enjoyment or access of such Owner, his family members, guests or invitees, of and to his Lot and to a public right-of-way. Any real estate used as a sales office, management office, construction office or a model, shall be a Lot or Common Elements.

9.5 Builder Obligations for Foundations and Drainage. Each Builder that builds a home within the Community must adhere to the following requirements for each house that Builder builds on any of the Lots within the Community.

(a) Engineered Foundations. Each and every house constructed on any of the Lots must have an engineered foundation. Each Builder must construct the foundation for every house it builds in accordance with a foundation plan prepared by a licensed engineer and in compliance with all applicable codes, rules, regulations and requirements of the City of Grand Junction.

(b) Lot Specific Grading Plans. Declarant has prepared an overall grading and drainage plan for the Community, which has been approved by the City of Grand Junction, and completed overlot grading of the Lots. Before commencing construction on any Lot, a Builder must prepare a lot specific grading and drainage plan for the Lot to be built upon and obtain Declarant's approval of each such plan before commencing construction. Builder is responsible for grading the building pad on each Lot and all additional grading required by its plan, if any. Builder must comply with all applicable grading and drainage plans approved by Declarant or the City of Grand Junction and all other grading and drainage requirements of the City.

9.6 Nuisances. No nuisance shall be permitted in the Community or any portion thereof, nor any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of the Community or any portion thereof. As used herein, the term "nuisance" shall not include any activities of Declarant or a Builder which are reasonably necessary to the development and construction of, and sales activities in, the Community; provided, however, that such activities shall not unreasonably interfere with any Owner's use and enjoyment of his Lot, or with any Owner's ingress and egress to or from his Lot and a public way.

9.7 No Hazardous Activities; No Hazardous Materials or Chemicals. No activities shall be conducted on a Lot or within Improvements constructed on any Lot that are unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and no open fires shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Lot except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

9.8 No Annoying Light, Sounds, or Odors. No light shall be emitted from any Lot that is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot that is unreasonably loud or annoying; and no odor shall be permitted from any Lot that is noxious or offensive to others.

9.9 Restrictions on Trash and Materials; Trash Collection.

(a) No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate except inside the residence on any Lot nor shall any such items be deposited on a street, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage, trash or recycling pickup. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.

(b) The Association, by vote of the Board of Directors, shall have the right to require that all trash collection within the Community be performed by a single trash collection company or service, either public or private, designated by the Association, and that trash collection by such trash collection company or service be collected from all Lots or specified areas within the Community by such company or service on the same day of each week. Unless the Board of Directors determines that the cost of trash collection shall be paid by the Association as part of the Common Expenses, the cost of trash collection shall be paid by each Owner directly to the designated trash collection company or service and the Association shall not have any duty to pay the costs of trash collection or to assess the costs thereof to the Owners as assessments.

9.10 Lots to be Maintained. Each Lot, including but not limited to the landscaping thereon, shall at all times be kept in a clean and slightly condition. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Lot except as necessary during the period of construction.

9.11 Leases. The term "lease," as used herein, shall include any agreement for the leasing or rental of a Lot, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any Owner shall have the right to lease the Lot, but all leases shall be in writing and all leases shall provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of this Declaration, and the articles of incorporation, bylaws and rules and regulation of the Association.

9.12 Owner Maintenance of Grade and Drainage. Each Owner shall maintain the grading upon his Lot, and the Association shall maintain the grading upon the Common Elements, at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes and the specific maintenance described in Section 8.3 of this Declaration. Each Owner and the Association agree, for themselves and their successors and assigns, that they will not in any way interfere with the established drainage pattern over any real property which they have a duty to maintain, from adjoining or other real property. For purposes of this section, "established drainage" is defined as the drainage that exists at the time final grading of a Lot is completed.

9.13 Subdivision of Lots or Lot Line Adjustments. The Declarant reserves as a Special Declarant Right, the right to subdivide or replat any Lot(s) owned by Declarant. The Declarant hereby reserves, as a Special Declarant Right in order to build and complete Improvements in the Community, the right to move any Lot line(s) with the consent of the Owner(s) of each Lot

whose Lot line is being moved. Such Lot line adjustments may be done by the Declarant, if at all, for the purpose of accommodating Improvements which are constructed or are to be constructed, and shall not change the number of Lots in the Community at the time such Lot line adjustment is approved by the applicable governmental entity. This Special Declarant Right shall terminate automatically as provided in Article 1, Section 1.24 of this Declaration.

9.14 Use of Common Elements. An easement is hereby granted to the Declarant through the Common Elements as may be reasonably necessary for the purpose of discharging any of Declarant's or Builder's obligations or exercising any Special Declarant Rights. Subject to the immediately preceding sentence:

(a) No use shall be made of the Common Elements that will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Common Elements.

(b) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Common Elements to all Members, nor shall any Owner place any structure whatsoever upon the Common Elements.

(c) The use of the Common Elements shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors.

9.15 Parking Restrictions; Use of Garage. Garages shall be used for parking automobiles and other motor vehicles only and shall not be converted for living or recreational activities or for storage which prevents the parking of an automobile therein.

ARTICLE 10

EASEMENTS

10.1 Easement for Encroachments. To the extent that any Lot or Common Element encroaches on any other Lot or Common Element, a valid easement for the encroachment exists; to the extent any utility service extension line providing service to an individual Lot encroaches on any other Lot or Common Element, a valid easement for the encroachment exists.

10.2 Easements for Drainage and Utilities. Easements for the installation and maintenance of utilities, drainage facilities, public or private improvements and access thereto are reserved as shown on the recorded Subdivision Plat affecting the Lots and any amendments to such Subdivision Plat or as established by any other instrument of record. Additionally, the Community and the Lots are subject to the easements and rights-of-way shown on the Plat. Declarant creates and reserves to itself until the expiration of the period of Special Declarant Rights, and thereafter to the Association, a blanket non-exclusive easement upon, over and across the Common Elements for the construction, operation, maintenance, repair and replacement of utilities and facilities therefore and other appurtenances thereto.

10.3 Association Easement. Easements to perform its maintenance and enforcement duties and as necessary to exercise its powers pursuant to this Declaration are hereby granted by Declarant to the Association, its officers, agents, employees, and assigns, upon, across, over, in, and under the Community together with the right to make such use of the Community as may be necessary and appropriate in carrying out such maintenance and enforcement duties. All conveyances of Lots hereafter made, whether by Declarant or other Person, shall be construed to grant and reserve the easements contained in this Declaration, whether or not specific reference to such easements or to the Declaration appears in the instrument of such conveyance.

10.4 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets, alleys and upon any portion of the Community in the proper performance of their duties.

ARTICLE 11

PROPERTY RIGHTS IN THE COMMON ELEMENTS

11.1 Owners' Easements. Each and every Owner shall have a non-exclusive right and easement of use, access and enjoyment in and to the Common Elements. Every Owner shall also have the easements in and to the Common Elements as provided on the Plat of the Community. Such easement shall be appurtenant to and shall pass with the title to every Lot. The foregoing easements shall be subject to the provisions of Section 11.2.

11.2 Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations, and obligations contained in this Declaration;

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Elements and to mortgage said property as security for any such loan; provided, however, that the Association may not subject any portion of the Common Elements to a Security Interest unless such is approved by Members casting at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots not owned by the Declarant;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure;

(d) The right of the Association to promulgate, amend, repeal, re-enact and publish rules and regulations with which each Member shall strictly comply, including, but not limited to, the right of the Association to regulate and/or restrict vehicular parking and Improvements;

(e) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Lot or any other amount due from such Member to the Association remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of the Bylaws of the Association or the Association rules and regulations;

(f) The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless first approved by the Members entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots not owned by the Declarant, and unless written notice of the proposed agreement and the proposed dedication or transfer is sent to every Member at least thirty (30) days in advance of any action taken. Notwithstanding the foregoing, the granting of permits, licenses and easements for public utilities, roads or for other purposes reasonably necessary or useful for the proper maintenance or operation of the Community shall not be deemed a transfer within the meaning of this subsection (f);

(g) The right of the Association, through its Board of Directors, to enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of real property or Improvements by Owners, other persons, their family members, guests and invitees, for any purpose(s) the Board of Directors may deem to be useful, beneficial or otherwise appropriate; and

(h) The right of the Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements in the Common Elements.

11.3 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Elements to the members of his family, his tenants, or contract purchasers who reside on his Lot.

11.4 Conveyance or Encumbrance of Common Elements.

(a) Portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association only if Persons entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots not owned by a Declarant, agree to that action.

(b) An agreement to convey Common Elements or subject them to a Security Interest must be evidenced by the execution of an agreement, or ratification thereof, in the same manner as a deed, by the requisite number of Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every county in which a portion of the Community is situated and is effective only upon recordation.

(c) The Association, on behalf of all Owners, may contract to convey an interest in the Community pursuant to subsection (a) of this section, but the contract is not

enforceable against the Association until approved, executed and ratified. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

(d) Unless in compliance with this section, any purported conveyance, encumbrance, judicial sale or other transfer of Common Elements is void.

(e) A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Lot of its rights of ingress or egress to the Lot and support of the Lot.

(f) A conveyance or encumbrance of Common Elements pursuant to this section does not affect the priority or validity of preexisting encumbrance.

11.5 Payment of Taxes or Insurance by Security Interest Holders. Security Interest Holders shall have the right, jointly or singly, to pay taxes or other charges or assessments which are in default and which are or have become a lien against the Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Elements, and any Security Interest Holders making any such payments shall be owed immediate reimbursement therefore from the Association.

ARTICLE 12

GENERAL PROVISIONS

12.1 Enforcement and Arbitration.

(a) Except for those claims subject to subsection (b) of this section, 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 supplemented and amended, may be by any proceeding at law or in equity against any Person(s) (including, without limitation, the Association) violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of any of the aforesaid documents. In any action instituted or maintained under this section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant, restriction or other provision herein contained, or any other provision of any of the aforesaid documents, shall in no event be deemed a waiver of the right to do so thereafter.

(b) Any claim, controversy or dispute, whether sounding in law, equity, contract or tort (excluding, however, tort claims arising from physical bodily injury) between the Declarant, the Association and/or any one or more Owners over or related to: (i) the design, construction or physical condition of the Common Elements, Lots or Improvements related

thereto and made against the Declarant or the Association, which shall be deemed a "Construction Dispute; or (ii) the enforcement of the provisions of the Declaration or that concerns or requires the application of any provision of this Declaration, the Bylaws or of the Act, or any related agreements, but shall expressly exclude: (A) any action by any party to seek, obtain, or enforce a temporary restraining order, a preliminary injunction or similar equitable order or decree; (B) any action by any party to compel arbitration, or any award or decision of any arbitration conducted pursuant to this section; (C) any action to assess or collect any Assessments; or (D) any action relating to the enforcement or discharge of any mechanic's lien shall be resolved by binding arbitration in accordance with the Uniform Arbitration Act of 1975, C.R.S. §13-22-201, et seq., as amended (or if such Act is repealed, then such other uniform state arbitration law enacted in its place). Any such arbitration proceeding may be required by an aggrieved person upon written notice delivered to the Association, the Declarant or other person(s), as the case may be, before the date when commencement of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. No such demand for arbitration shall be made after the date when such proceedings would be barred by the applicable statute of limitations. The American Arbitration Association ("AAA") (or other mutually acceptable arbitrator) shall administer all aspects of arbitrations conducted hereunder, including the selection of arbitrators, pursuant to the AAA's Commercial Arbitration Rules. Arbitration hereunder shall be before a three-person panel of arbitrators for any dispute involving claims and counterclaims in the aggregate of One Hundred Thousand Dollars (\$100,000.00) or more, unless the parties agree to a single arbitrator, and shall be resolved before a single arbitrator for such disputes involving claims and counterclaims, in the aggregate, of less than One Hundred Thousand Dollars (\$100,000.00). Each arbitrator shall possess the requisite experience and expertise in respect to matters to which the controversy relates to enable him or her to perform his or her arbitral duties competently. The cost of the arbitrator(s) and of any hearing transcript shall be divided equally between the parties. Any and all discovery in conjunction with such arbitration shall be limited to information directly relevant to the controversy or claim in arbitration and shall be concluded within forty-five (45) days after the appointment of the arbitrator or arbitration panel.

(c) This Declaration and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

12.2 Severability. All provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association are severable. Invalidation of any of the provisions of any such documents, by judgment, court order or otherwise, shall in no way affect or limit any other provisions that shall remain in full force and effect.

12.3 Conflict of Provisions. In case of any conflict between this Declaration and 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.

12.4 Conflict with Act. In the event that any of the terms or provisions of this Declaration are in conflict or inconsistent with the Act, the terms or provisions of the Act shall control and govern. In case of any such conflict or inconsistency, the applicable terms and

provisions contained in this Declaration shall, to the extent possible, be construed in accordance with the Act, and any conflict with or violation of the Act by any terms or provisions of this Declaration shall not affect, void, or render unenforceable any other term or provision of this Declaration (which shall be in full force and effect in accordance with their terms).

12.5 Duration, Revocation, and Amendment.

(a) Each and every provision of this Declaration shall run with and bind the land in perpetuity. Except as otherwise provided in this Declaration, this Declaration may be amended by a vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

12.6 Registration of Mailing Address. Each Owner and each Security Interest Holder, insurer or guarantor of a Security Interest, shall register his mailing address with the Association, and annual statements, and all other notices or demands intended to be served upon an Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest, shall be personally delivered or sent by first class mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, 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 or the Association during the Period of Declarant Control shall be sent by registered or certified mail, postage prepaid, Redlands Three Sixty, LLC, P.O. Box 3137, Grand Junction, Colorado 81502, Attn.: Jane Quimby, unless such address is changed by the Association during the Period of Declarant Control subsequent to the termination of the Period of Declarant Control. The Association shall notify the Owners of a different address for notices.

12.7 Termination of Community. The Community may be terminated only in accordance with the provisions of the Act.

12.8 Eminent Domain. The taking by eminent domain of a Lot or Common Element, or any portion thereof, shall be done in accordance with applicable law, including without limitation the Act.

12.9 Run with Land; Binding Upon Successors. The benefits, burdens and all other provisions contained in this Declaration shall be covenants running with and binding upon the Community and all real property and Improvements which are now or hereafter a part thereof. The benefits, burdens and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant, the Association and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.

12.10 Limitation on Liability. The Association, the Board of Directors, the Declarant, and any member, agent or employee of any of the same, shall not be liable to any Person for any action or for any failure to act unless the action or failure to act was not in good faith and was done or withheld with malice.

12.11 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

12.12 Disclaimer Regarding Safety. DECLARANT AND THE ASSOCIATION HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT DECLARANT AND THE ASSOCIATION ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY.

12.13 Landscaping, Soils and Environmental Matters.

(a) THE ASSOCIATION SHALL MAINTAIN THE ASSOCIATION WATER IN SUCH A FASHION THAT THE SOIL SURROUNDING THE FOUNDATIONS OF THE RESIDENCES AND OTHER IMPROVEMENTS SHALL NOT BECOME SO IMPREGNATED WITH WATER THAT THEY CAUSE EXPANSION OF OR SHIFTING OF THE SOILS SUPPORTING THE IMPROVEMENTS OR OTHER DAMAGE TO THE IMPROVEMENTS AND DO NOT IMPEDE THE PROPER FUNCTIONING DRAINAGE, LANDSCAPING, OR SPRINKLER SYSTEMS AS ORIGINALLY INSTALLED. SUCH MAINTENANCE SHALL INCLUDE, WHERE NECESSARY, THE REMOVAL OR REPLACEMENT OF IMPROPERLY FUNCTIONING DRAINAGE OR IRRIGATION SYSTEM ELEMENTS AND SHALL ALSO INCLUDE PREVENTING PONDING AND REGRADING AND RESURFACING WHERE NECESSARY TO PROVIDE FOR ADEQUATE DRAINAGE AND PREVENTING ANY CHANGES IN DRAINAGE IN SUCH A WAY AS TO ENDANGER THE STRUCTURAL INTEGRITY OR THE STABILITY OF ANY OF THE LANDSCAPING, WALKWAYS, WALKS, DRAINAGE OR IRRIGATION SYSTEMS, OR THE OTHER IMPROVEMENTS UPON THE PROPERTY. THE ASSOCIATION AND THE OWNERS SHALL INDEMNIFY DECLARANT FROM ANY LIABILITY, CLAIMS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY BREACH OF THIS PROVISION.

(b) THE OWNERS ACKNOWLEDGE AND UNDERSTAND THAT SOIL, ECOLOGICAL AND/OR ENVIRONMENTAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, RADON GAS, HAZARDOUS OR TOXIC SUBSTANCES, MAY AFFECT THIS PROPERTY AND THAT DECLARANT DOES NOT WARRANT AND INSTEAD AFFIRMATIVELY DISCLAIMS ANY LIABILITY FOR ANY EXISTING OR FUTURE SOIL, ECOLOGICAL OR ENVIRONMENTAL CONDITIONS AFFECTING THE

PROPERTY, AND THAT THE SOIL IN THE COLORADO AREA CONTAINS CLAY AND OTHER SUBSTANCES WHICH MAY CAUSE IT TO SWELL OR COLLAPSE WHEN WET AND SO CAN CAUSE EARTH MOVEMENT AROUND A RESIDENCE'S FOUNDATION; THE OWNERS ACCEPT THE SOIL CONDITIONS, THE FOUNDATIONS AND THE RESIDENCES SO INSTALLED WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS.

(c) THE U.S. ENVIRONMENTAL PROTECTION AGENCY ("EPA") STATES THAT EXPOSURE TO ELEVATED LEVELS OF RADON GAS CAN BE INJURIOUS. ANY TEST TO MEASURE THE LEVEL OF RADON GAS CAN ONLY SHOW THE LEVEL AT A PARTICULAR TIME UNDER THE CIRCUMSTANCES OCCURRING AT THE TIME OF TESTING. DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS ARE NOT QUALIFIED TO MEASURE RADON GAS OR TO EVALUATE ALL ASPECTS OF THIS COMPLEX AREA OF CONCERN. PRIOR OR SUBSEQUENT TO CLOSING OF THE OWNER'S PURCHASE OF A LOT AND/OR RESIDENCE, THE OWNER MAY WISH TO TEST FOR THE PRESENCE OF RADON GAS AND TO PURCHASE OR INSTALL DEVICES THAT MAY BE RECOMMENDED BY QUALIFIED RADON SPECIALISTS. DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, EXPRESSLY DISCLAIM AND THE OWNER AND THE ASSOCIATION AGREE TO WAIVE AND RELEASE DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM ANY CLAIM OF LIABILITY OR RESPONSIBILITY WITH RESPECT TO RADON GAS AND RELATED MATTERS AND TO HOLD HARMLESS FROM ANY CLAIMS OR LIABILITY AGAINST DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNS WITH RESPECT TO RADON GAS AND RELATED MATTERS.

(d) FIBERGLASS INSULATION (ALSO KNOWN AS GLASS WOOL) IS COMMONLY USED FOR INSULATION OF HOMES, FIBERGLASS IN VARIOUS THICKNESSES AND VALUES IS USED IN THE AREAS OF WALLS, FLOOR TO CEILING, ASSEMBLIES AND CEILING TO ROOF ASSEMBLIES OF HOMES TO PREVENT MOVEMENT OF HEAT AND TO REDUCE NOISE. THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PRODUCED A REPORT THAT LISTS GLASS WOOL AS A SUBSTANCE "WHICH MAY BE REASONABLY ANTICIPATED TO BE A CARCINOGEN," BUT THAT REPORT MERELY IDENTIFIES SUBSTANCES SELECTED FOR FURTHER STUDY BECAUSE OF POTENTIAL RISK. THE LISTING OF A SUBSTANCE IN THE REPORT IS NOT AN ASSESSMENT THAT THERE IS A CASUAL CONNECTION BETWEEN GLASS WOOL AND ILLNESS. THE OWNERS AND THE ASSOCIATION ACKNOWLEDGE THAT FIBERGLASS IS USED IN THE RESIDENCES, AND WAIVE ANY CLAIMS AGAINST DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, ARISING AS A RESULT OF THE USE OF FIBERGLASS INSULATION, AND AGREE TO HOLD DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM THE EXISTENCE OF FIBERGLASS INSULATION IN THE RESIDENCES.

(e) THE ASSOCIATION AND THE OWNERS AGREE TO DO NOTHING WHICH WOULD CHANGE THE GRADING OR LANDSCAPING SO AS TO CAUSE OR

PERMIT POOR DRAINAGE OR OTHER DAMAGE TO THE RESIDENCES, TO ACCEPT THE SOIL CONDITIONS, LANDSCAPING, INSULATION, RADON, ECOLOGICAL AND ENVIRONMENTAL CONDITIONS, WHICH NOW OR HEREAFTER EXIST ON THE PROPERTY, AND TO RELEASE AND INDEMNIFY DECLARANT FROM ANY LOSS, DAMAGE AND EXPENSE RESULTING FROM ANY OF THE FOREGOING.

12.14 Disclosures, Disclaimers and Releases. NO REPRESENTATION, PROMISE OR WARRANTY, HAS BEEN MADE BY DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, REGARDING THE INVESTMENT POTENTIAL OF THE LOTS, ANY ECONOMIC BENEFIT TO THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, TO BE DERIVED FROM THE MANAGERIAL OR OTHER EFFORTS OF DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, OR ANY OTHER THIRD PARTY DESIGNATED OR ARRANGED BY DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, RELATED TO THE OWNERSHIP OR RENTAL OF THE LOTS, OR REGARDING THE CONTINUED EXISTENCE OF ANY VIEW FROM THE LOTS. THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, UNDERSTAND THAT DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, ARE UNDER NO OBLIGATION WITH RESPECT TO FUTURE PLANS, ZONING OR DEVELOPMENT OF ADDITIONAL PROPERTY IN THE AREA. THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, UNDERSTAND THAT THE SIZES AND TYPE OF RESIDENCES MAY CHANGE AT THE SOLE DISCRETION OF DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, AND THAT THE SALES PRICES MAY DECREASE OR INCREASE AT THE SOLE DISCRETION OF DECLARANT.

(a) BY ACQUIRING TITLE TO A LOT, THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS COVENANT AND AGREE THAT EXCEPT FOR ANY WRITTEN LIMITED WARRANTY, DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE FITNESS, WORKMANLIKE CONSTRUCTION, MERCHANTABILITY, DESIGN, CONDITION, QUALITY, OR HABITABILITY OF THE RESIDENCES, THE PROPERTY, OR ANY IMPROVEMENTS RELATED THERETO OR ANY ELECTRICAL, PLUMBING, HEATING, GAS, WATER, SEWER, STRUCTURAL COMPONENTS, OR OTHER MECHANICAL OR UTILITY SYSTEMS OR COMPONENTS OR APPLIANCES OR FIXTURES RELATED THERETO. THE OWNERS AND THE ASSOCIATION ACCEPT THE FOREGOING DISCLAIMER OF WARRANTIES AND WAIVE, RELEASE AND INDEMNIFY DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS RELATED THERETO, TOGETHER WITH ANY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE AND INCIDENTAL OR CONSEQUENTIAL DAMAGES MADE BY ANY PERSON OR PARTY.

(b) THE OWNERS, THEIRS HEIRS, SUCCESSORS AND ASSIGNS AND THE ASSOCIATION COVENANT AND AGREE THAT DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR CLAIMS

RELATING TO THE RESIDENCES, LOTS OR TO THE PROPERTY AS TO ANY DEFECT IN WORKMANSHIP OR IN ANY MATERIAL USED IN CONSTRUCTION UNLESS OTHERWISE PROVIDED IN A SPECIFIC WRITTEN LIMITED WARRANTY SIGNED BY DECLARANT, THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS AND THE ASSOCIATION, EXPRESSLY WAIVE AND RELEASE ALL RIGHTS TO SUE FOR A DEFECT IN CONSTRUCTION OF THE RESIDENCES, LOTS OR THE PROPERTY AND SHALL RELY SOLELY ON THE OWNER'S OWN INSPECTION AND EXAMINATION OF THE RESIDENCES, LOTS AND PROPERTY AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS. THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS COVENANT AND AGREE THAT THE SALES PRICES OF THE RESIDENCES AND/OR LOTS ARE BASED IN PART UPON THE RELEASES, WAIVERS AND INDEMNITY CONTAINED IN THIS SECTION AND THE OTHER PROVISIONS OF THE DECLARATION.

12.15 Dedication of Common Elements. Declarant in recording this Declaration has designated certain areas of land as Common Elements intended for the common use and enjoyment of Owners for recreation and other related activities, as provided in this Declaration. The Common Elements owned by the Association are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the Owners as more fully provided in this Declaration.

This area intentionally left blank. Signature follows.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal effective as of 9 October, 2020.

REDLANDS THREE SIXTY, LLC, a Colorado limited liability company

By: La Plata Communities, Inc., a Colorado corporation, Manager

By B. Douglas Quimby
B. Douglas Quimby, President

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RENAISSANCE 360 was acknowledged before me this 8th day of October, 2020, by B. Douglas Quimby as President of La Plata Communities, Inc., Manager of Redlands Three Sixty, LLC .

Witness my hand and official seal.

My commission expires: 8/4/23

(SEAL)

Denise Jordan Wallace
Notary Public

DENISE JORDAN WALLACE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034025810
MY COMMISSION EXPIRES AUGUST 4, 2023

EXHIBIT A
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RENAISSANCE 360

COMMUNITY

The Community consists of the following described real property located in the City of Grand Junction, County of Mesa, State of Colorado:

Lots 1 through 14, inclusive, and Tract A, Tract B and Tract C, Renaissance 360 Subdivision.

Lot 100 and Tract D of Renaissance 360 Subdivision are not included in the Community and are not subject to this Declaration.

EXHIBIT B
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RENAISSANCE 360

COMMON ELEMENTS

Common Elements (at the time of recording this Declaration):

1. Tract A, Renaissance 360 Subdivision, and all improvements located thereon, including but not limited to a detention basin, a mail kiosk and a fence, and irrigation pump unit, irrigation facilities and landscaping.
2. Tract B, Renaissance 360 Subdivision, and all improvements located thereon.
3. Tract C, Renaissance 360 Subdivision, and all improvements located thereon.
4. The fence located on Tract B and Tract C, Renaissance 360 Subdivision.
5. The retaining walls located on Tract A and Tract C, Renaissance 360 Subdivision.
6. The Irrigation and Drainage Easements granted to the Association as noted and shown on the Plat and all drainage facilities and improvements located in such easements.

EXHIBIT C
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RENAISSANCE 360

PLAT

[Attached]

RENAISSANCE 360 SUBDIVISION

NE1/4 SW1/4 SECTION 18 TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN GRAND JUNCTION, MESA COUNTY, COLORADO

Grand Junction Land Company
Parcel 2945-184-00-025

1059.62'

GENERAL NOTES

Consent and This information provided by Land, This Guaranty Company for Old Republic National Title Insurance Corporation, Policy No. 0055040803, dated December 31, 2019.

Books of bearings in the North file of the NEK SWK Section 18 which bears North 89°33'00" East, a distance of 3181.3 feet, recorded in the NEK SWK Section 18 of the Survey of the NEK SWK Section 18, Township 1S, Range 1W, Ute Meridian, Mesa County, Colorado, is hereby incorporated by reference into this plat. Both monuments and bearings in this file are Abstract Survey Monuments, as shown on the face of this plat.

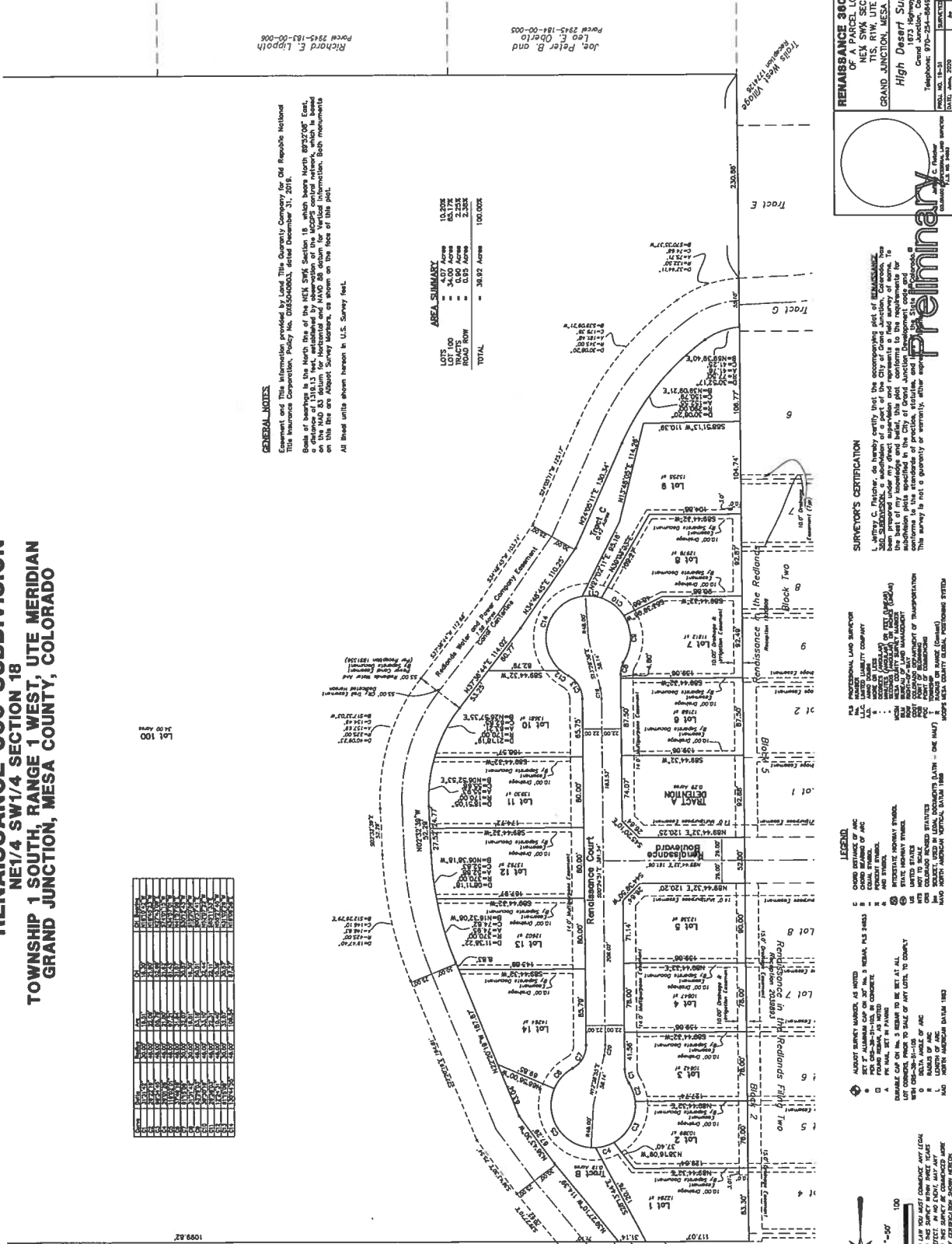
All lines unless shown herein in U.S. Survey feet.

AREA SUMMARY

LOTS	10.206
LOT 100	63.172
34.00 Acres	2.388
ROAD ROLLY	2.388
TOTAL	100.000

Richard E. Lippold
Parcel 2945-183-00-008

Joe Peler B and
Leo E. Oberlo
Parcel 2945-184-00-005



AREA SUMMARY

LOTS	10.206
LOT 100	63.172
34.00 Acres	2.388
ROAD ROLLY	2.388
TOTAL	100.000

Richard E. Lippold
Parcel 2945-183-00-008

Joe Peler B and
Leo E. Oberlo
Parcel 2945-184-00-005



SCALE: 1"=50'

100
50
25
0



- LEGEND**
- ▲ ADJUST SURVEY MARKS, AS NOTED
 - △ SET BY ALUMINUM CAP ON 3/4" N.O. 5 REBAR, PLS. TANGS
 - CHISEL POINT, AS NOTED
 - FOUND BOUNDS, AS NOTED
 - PERCENT BOUNDS
 - IRON TANGS, IRON BOUNDS
 - SET BY ALUMINUM CAP ON 3/4" N.O. 5 REBAR, PLS. TANGS
 - PERMANENT BOUNDS, AS NOTED
 - SET BY ALUMINUM CAP ON 3/4" N.O. 5 REBAR, PLS. TANGS
 - PERMANENT BOUNDS, AS NOTED
 - SET BY ALUMINUM CAP ON 3/4" N.O. 5 REBAR, PLS. TANGS
 - PERMANENT BOUNDS, AS NOTED
 - SET BY ALUMINUM CAP ON 3/4" N.O. 5 REBAR, PLS. TANGS
 - PERMANENT BOUNDS, AS NOTED
 - SET BY ALUMINUM CAP ON 3/4" N.O. 5 REBAR, PLS. TANGS
 - PERMANENT BOUNDS, AS NOTED

SURVEYOR'S CERTIFICATION

I, Jeffrey C. Peler, do hereby certify that the accompanying plat of RENAISSANCE 360 SUBDIVISION is a true and correct representation of the survey of the NEK SWK Section 18, Township 1S, Range 1W, Ute Meridian, Mesa County, Colorado, as shown on the face of this plat. This survey conforms to the standards of practice, statute, and law of the State of Colorado. This survey is not a guarantee of accuracy, either separately or in conjunction with any other survey or map.

PRELIMINARY

RENAISSANCE 360 SUBDIVISION
OF A PARCEL LOCATED IN
NEK SWK SECTION 18
T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC
1975 Highway 50 Unit 605
Grand Junction, CO 81505
Telephone: 970-254-8698 Fax: 970-241-0451

DATE: June, 2020
DRAWN BY: JCP
CHECKED BY: JCP
SCALE: AS SHOWN

EXHIBIT D

TO

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RENAISSANCE 360**

TITLE EXCEPTIONS

The following items which are recorded are recorded in the office of the Clerk and Recorder of Mesa County, Colorado:

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [GJIF65043198-3](#)

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1914 IN BOOK 163 AT PAGE [424](#) UNDER RECEPTION NO. [119988](#).
9. RIGHT-OF-WAY FOR THE REDLANDS WATER AND POWER COMPANY SECOND LIFT CANAL, AND RIGHTS INCIDENTAL THERETO, AS DISCLOSED IN WARRANTY DEED RECORDED NOVEMBER 21, 1978 IN BOOK 1175 AT PAGE [192](#) UNDER RECEPTION NO. [1177137](#).
10. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF NOTICE OF RIGHTS-OF-WAY, RECORDED MARCH 04, 1999, IN BOOK 2558 AT PAGE [544](#) UNDER RECEPTION NO. [1891356](#).
11. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF DEED OF EASEMENT, GRANTED TO NTCH-COLORADO, INC., RECORDED MAY 07, 2001 IN BOOK 2846 AT PAGE [353](#) UNDER RECEPTION NO. [1995008](#).
12. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF LAND USE AGREEMENT, RECORDED MAY 08, 2001 IN BOOK 2846 AT PAGE [953](#) UNDER RECEPTION NO. [1995208](#).
13. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF POST-CONSTRUCTION STORMWATER CONTROL OPERATIONS AND MAINTENANCE AGREEMENT, RECORDED DECEMBER 11, 2019, UNDER RECEPTION NO. [2905979](#).

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: GJIF65043198-3

14. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF MEMORANDUM OF TOWER LEASE AND CO-LOCATION AGREEMENT, RECORDED MARCH 20, 2020, UNDER RECEPTION NO. **2915751**.
15. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF CONTRACT TO PURCHASE PROPERTY BY AND BETWEEN REDLANDS THREE SIXTY, LLC, A COLORADO LIMITED LIABILITY COMPANY AND MICHAEL G. RUEBENSON, RECORDED JULY 23, 2020, UNDER RECEPTION NO. **2934406**.
16. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF CONTRACT TO PURCHASE PROPERTY BY AND BETWEEN REDLANDS THREE SIXTY, LLC, A COLORADO LIMITED LIABILITY COMPANY AND DONALD B. GRAVETTE, RECORDED JULY 23, 2020, UNDER RECEPTION NO. **2934407**.
17. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF CONTRACT TO PURCHASE PROPERTY BY AND BETWEEN REDLANDS THREE SIXTY, LLC, A COLORADO LIMITED LIABILITY COMPANY AND BROR D. QUIMBY, RECORDED JULY 23, 2020, UNDER RECEPTION NO. **2934408**.
18. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF CONTRACT TO PURCHASE PROPERTY BY AND BETWEEN REDLANDS THREE SIXTY, LLC, A COLORADO LIMITED LIABILITY COMPANY AND MICHAEL MAPLE, RECORDED JULY 23, 2020, UNDER RECEPTION NO. **2934409**.
19. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF CONTRACT TO PURCHASE PROPERTY BY AND BETWEEN REDLANDS THREE SIXTY, LLC, A COLORADO LIMITED LIABILITY COMPANY AND JANE A. QUIMBY, RECORDED JULY 23, 2020, UNDER RECEPTION NO. **2934410**.