

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF BOOK 2015 PAGE 275

HORIZON PARK EAST

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MONIKA TODD CLK&REC MESA COUNTY CO

THIS DECLARATION, made on the date hereinafter set forth by  
Horizon Park Development Company, LLC., hereinafter referred to as  
"Declarant."

WITNESSETH:

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

Horizon Park East Subdivision, Mesa County, Colorado.

WHEREAS, Declarant intends to create a planned community  
called Horizon Park East and the Horizon Park East Homeowners  
Association under the Colorado Common Interest Ownership Act of the  
State of Colorado and to define the character, duration, rights,  
obligations and limitations of interest ownership of Horizon Park  
East pursuant to C.R.S. § 38-33.3-101, et seq., ("the Act"),

NOW, THEREFORE, Declarant by its managers, hereby declares  
that all of the properties described above shall be held, sold,  
conveyed and occupied subject to the following easements,  
restrictions, covenants, and conditions, which are for the purpose  
of protecting the value and desirability of, and which shall run  
with the real property and be binding on all parties having any  
right, title or interest in the described properties or any part  
thereof, their heirs, successors, and assigns, and shall inure to  
the benefit of each owner thereof. Declarant hereby submits the  
property described above to the provisions of the Act as it may be  
amended from time to time. In the event the Act is repealed, the  
Act, on the effective date of this Declaration shall remain  
applicable. This Declaration shall supersede and replace entirely  
that Declaration recorded October 5, 1993, in Book 2072, Page  
945, Mesa County, Colorado.

ARTICLE I

DEFINITIONS

The capitalized terms used in this Declaration shall have the  
meaning specified or used in the Act, unless otherwise defined  
herein or on the plat or map to Horizon Park East or unless the  
context of their use indicates a different meaning should be  
applied. Among the terms defined in the Act which are used in this

Declaration are the following:

(1) "Allocated Interests" means the Common Expense Liability and votes in the Association allocated to each Lot.

(2) "Association" means Horizon Park East Homeowners Association, a Colorado Corporation, not for profit, its successors and assigns.

(3) "Bylaws" means any instruments, however denominated which are adopted by the Association for the regulation and management of the Association, including any amendments to those instruments.

(4) "Common Expense Liability" means the liability for common expenses allocated to each Lot.

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

(6) "Common Interest Community" means Horizon Park East.

(7) "Declarant" means and refers to Horizon Park East Development Company, LLC.

(8) "Declaration" means this recorded instrument as well as plats referred to herein.

(9) "Development Rights" means any right or combination of rights reserved by Declarant to:

(a) Add real estate to a common interest community;

(b) Create units, common elements, or limited common elements within a common interest community;

(c) Subdivide units or convert units into common elements; or

(d) Withdraw real estate from a common interest community.

(10) "Dispose" or "Disposition" means a voluntary transfer of any legal or equitable interest in a Lot, but the term does not include the transfer or release of a security interest.

(11) "Executive Board" means the body, regardless of name, designated in this Declaration to act on behalf of the Association.

(12) "Identifying Number" means a symbol or address that identifies only one Lot in a common interest community.

(13) "Lot" means the physical portion of Horizon Park East designated for separate ownership as shown on the plat to Horizon Park East.

(14) "Lot Owner" means the Declarant or other person who is the owner of any Lot created by the Declaration until that Lot is conveyed to another person.

(15) "Person" means a natural person, a corporation, a partnership, an association, a trust, or any other entity or any combination thereof.

(16) "Planned Community" means Horizon Park East, a common interest community that is not a condominium or cooperative.

(17) "Purchaser" means a person, other than Declarant or a dealer, who by means of a transfer acquires a legal or equitable interest in a Lot.

(18) "Real Estate" means any leasehold or other estate or interest in, over, or under land, including structure, fixtures, and other improvements and interest that, by custom, usage or law, pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. "Real estate" includes parcels with or without upper or lower boundaries and spaces that may be filled with air or water.

(19) "Residential Use" means use for dwelling or recreational purposes but does not include spaces or Lots primarily used for commercial income from, or service to, the public.

(20) "Rules and Regulations" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Common Interest Community, including any amendment to those instruments.

(21) "Security Interest" means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an 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 lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

(22) "Special Declarant Rights" means rights reserved for the benefit of a declarant to perform the following acts. To complete improvements indicated on plats filed with the Declaration; to exercise any development right; to maintain sales offices, management offices, signs advertising the Common Interest Community; to use easements through the common elements for the purpose of making improvements within the Common Interest Community

or within real estate which may be added to the Common Interest Community; or to appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.

## ARTICLE II

### NATURE AND INCIDENTS OF OWNERSHIP

**Section 1. Lot.** The identification number of each Lot shall correspond to the lot number shown on the plat to Horizon Park East recorded October 5, 1993 in <sup>Plat</sup> Book 14 Page 159, Mesa County, Colorado. The boundaries of each Lot shall be identical to the boundaries of the lots shown on the plat.

**Section 2. Parking Rights.** Ownership of each Lot shall entitle the Lot Owner or Lot Owners thereof to the use of two (2) automobile parking spaces within the perimeter of the Lot.

**Section 3. Right to Combine Lots.** Declarant reserves the right and Lot Owners, upon obtaining written permission of the Association, are granted the right to combine physically the area of one Lot with the area of one or more adjoining Lots. Such combination shall not affect the designation nor prevent separate ownership of such Lots in the future. Alterations to walls or other structural separations shall not alter the bearing capabilities of such structures and shall not adversely affect other Owners.

**Section 4. Inseparability.** No part of a Lot or of the legal rights comprising ownership of a Lot may be separated from any other part thereof during the period of ownership prescribed herein, so that each Lot shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Lot. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Lot together with all appurtenant rights created by law or by this Declaration.

#### Section 5. General Restrictions.

(a) **Antennae.** No exterior radio and/or television antennae shall be erected or maintained in Horizon Park East.

(b) **Insurance Rates.** Nothing shall be done or kept in Horizon Park East which will increase the rate of insurance on any property without the approval of the Board, nor shall anything be done or kept in Horizon Park East which would result in the cancellation of any insurance or which would be in violation of any

(c) **No Further Subdividing.** No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Lot Owner thereof; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Executive Board for the transfer or sale of any **Lot** to more than one person to be held by them as tenants in common or joint tenants.

(d) **Signs.** No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by Declarant in connection with the development of Horizon Park East and sale of residences and Lots and except such signs of customary and reasonable dimensions as set forth by the Committee as may be displayed on or from a residence advertising the residence for sale or lease. All signs, except such signs as may be used by Declarant, shall be placed on the exterior of the residence parallel to the exterior wall. Any "For Sale" or "For Lease" signs not more than three (3) feet by two (2) feet, shall not require Committee approval.

(e) **Animals.** No animals of any kind shall be raised, bred or kept, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. A "Reasonable Number" as used in this Section shall ordinarily mean no more than two (2) pets per household, provided, however, that the Association (or the Architectural Committee or such other person or entity as the Association may from time to time designate) may determine that a Reasonable Number in any instance may be more or less. All household pets shall be controlled so as not to create a nuisance or hazard for other Lot Owners or their guests.

(f) **Air Conditioning.** No window air conditioning units shall be installed.

(g) **Garbage and Trash Disposal.** All garbage, rubbish and trash shall not be allowed to accumulate in open areas and shall be placed and kept in covered containers for immediate disposal by the City of Grand Junction or the appropriate refuse disposal service.

(h) **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Horizon Park East and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the

generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board of Directors of Horizon Park East.

(i) **Exterior Maintenance and Repair.** No Improvement upon any property within Horizon Park East shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair.

The Association shall be responsible for maintenance of exterior landscaping, including but not limited to planting, weeding, fertilizing, trimming of grass, trees, shrubs and other plantings and maintaining the irrigation system. The Association shall also be responsible for the removal of snow and ice from the walks included within Horizon Park East, except walks located inside individual patio or entry areas which shall be the responsibility of the corresponding Lot Owner. The Association shall also be responsible for maintaining the drainage facilities within the drainage easement shown on the plat of Horizon Park East.

All other maintenance, repair and upkeep shall be the responsibility of the Lot Owner of the property in need thereof; who shall bear the expense thereof. In the event that any Lot Owner shall permit any Improvement owned by him to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association, upon thirty (30) days' prior written notice to such Lot Owner, shall have the right to correct such condition and to enter upon such Lot Owner's property for the purpose of doing so, and such Lot Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a separate Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article IV below.

(j) **Payment of Utilities.** Each Lot Owner shall be responsible for the payment of all utilities, including gas, electricity, telephone, cable television, water and sewer which are provided to each Lot Owner.

(k) **Violation of Horizon Park East Association Rules and Regulations.** There shall be no violation of the Horizon Park East Association Rules and Regulations once adopted by the Executive Board after notice and hearing. If any Owner, his family, or any licensee, lessee or invitee violates the Horizon Park East Rules the Board may suspend the right of such person to use the Association properties, under such conditions as the Board may specify, for a period not to exceed thirty (30) days for each violation. Before invoking any suspension, the Board shall give such person Notice and Hearing. In the event any Lot Owner of any Lot shall violate any Horizon Park East Rule or Regulation which

shall result in damage the Board of Directors shall have the right after Notice and Hearing to assess the cost of repair of such damages against the Lot or the Lot Owner or Lot Owners responsible for such damage. Such assessment shall be added to and become a part of the Assessment to which such Lot is subject.

(l) **Drainage.** There shall be no interference with the established drainage pattern over any property within Horizon Park East unless adequate provision is made for proper drainage and is approved by the Architectural Committee. For the purposes hereof, "Established Drainage" is defined as the drainage which exists at the time the overall grading of Horizon Park East is completed, or which is shown on any plans approved by the Architectural Committee.

(m) **No Hazardous Activities.** No activities shall be conducted on any Lots which are or might be unsafe or hazardous to any person or property.

(n) **No Temporary Structures.** No tent or shack or other temporary building, Improvement or structure shall be placed upon any property.

(o) **Improvements and Alterations.** There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any Improvement within Horizon Park East, nor removal of any Improvement in Horizon Park East (other than repair or rebuilding pursuant to Section 4 (i) hereof) without the prior approval of the Architectural Committee pursuant to Article V hereof.

(p) **Residential Use; Rentals.** No Lot shall be used for any purpose other than single-family residential purposes. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot provided, however, that nothing in this Declaration shall prevent the rental of a Lot by the Owner thereof for residential purposes subject to all the provisions of this Declaration.

(q) **Vehicle Storage and Repair.** No house trailer, camping trailer, hauling trailer, running gear or boat or accessories thereto, truck or pickup or van or camper van in excess of three-fourths (3/4) ton size shall be parked, stored, repaired, or maintained within Horizon Park East unless such vehicle is stored inside an approved attached garage. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residents or Lot Owners of the Lots or to the Association or to contractors within the Properties. No vehicle of any type shall be parked in Horizon Park East for the purpose of making any kind of repairs, other than routine maintenance work (e.g. engine oil change, waxing, minor engine tune-up).

(r) **Exemption of Declarant.** Nothing in the Horizon Park East Restrictions shall limit the right of Declarant to complete excavation, grading and construction of Improvements to any property within Horizon Park East owned by Declarant, or to alter the foregoing or to construct such additional Improvements as Declarant deems advisable in the course of development of Horizon Park East so long as any Lot in Horizon Park East remains unsold, or to use any structure in Horizon Park East as a model home or real estate sales or leasing office. Declarant need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Declarant on any property owned by Declarant. The rights of Declarant hereunder and elsewhere in these restrictions may be assigned by Declarant.

**Section 6. Easements.**

(a) **Reciprocal Easements.** The Declarant hereby reserves for itself and the Association, their successors and assigns, a right of way and easement for installation and continued operation, maintenance, alteration, inspection, replacement and repair of all walkways, irrigation systems, drainage facilities, trees, shrubs, grass areas and other landscaping, and the installation and continued operation, maintenance, repair alteration, inspection and replacement of utility lines, including but not limited to, water lines, sewer lines, gas lines, telephone lines, cable television cable lines and such other utility lines and incidental equipment thereon, over, under and across that portion of any Lot situate on the exterior of any residential dwelling. Perpetual reciprocal easements for the aforementioned purposes shall exist both for the benefit and burden of all of the Lot Owners.

(b) **Easements for Encroachments.** If any portion of an Improvement constructed by Declarant or the Association encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist.

(c) **Reservation of Easements.** Declarant reserves for itself and the purchasers of the existing and addition Horizon Park East property the use of the easements set forth in this Article II which are intended to and shall be for the benefit of all Owners, and no reference thereto need be made in any Deed, instrument of conveyance or any other instrument.

**ARTICLE III**

**MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every Lot Owner shall be entitled and required to be a member of the Association, a non-profit corporation organized under the laws of the State of Colorado, which Association shall be organized and made effective by

Declarant. If title to a Lot is held by more than one person, the membership related to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Lot is held. A Lot Owner shall be entitled to one membership for each Lot owned by him. No person or entity other than an Owner may be a member of the Association and the memberships in the Association may not be transferred except in connection with the transfer of a Lot; provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Lot.

**Section 2. Voting Rights.** The Association shall have one class of memberships. Each Lot shall be entitled to one vote.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of Association Lien and Personal Obligation to pay Common Expense Assessments.** Declarant, for each Lot, shall be deemed to covenant and agree, and each Lot Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual Common Expense Assessments. Such assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the Lot Owner at the time when the assessment or other charges became or fell due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them.

The Common Expense Assessments of the Association shall be a continuing lien upon the Lot against which each such assessment is made. A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien Security Interest on the Lot recorded before the date on which the Common Expense Assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not prohibit an action to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Lot shall not affect the Association's lien except that sale or transfer of any Lot pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the Association's lien as provided in the Act. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Common Expense

Assessments thereafter becoming due, nor from the lien thereof.

**Section 2. Apportionment of Common Expenses.** Common Expenses shall be assessed against all Lots equally.

**Section 3. Purpose of Assessments.** The assessments levied by the Association through its Executive Board shall be used for the purposes of promoting the health, safety, and welfare of the residents in Horizon Park East for maintenance and repair of the irrigation systems, landscaping and for snow removal.

**Section 4. Annual Assessment/Commencement of Common Expense Assessments.** The Common Expense Assessment shall be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year. Common Expense Assessments may be collected in the manner as determined by the Executive Board. Common Expense Assessments shall begin on the first day of the month in which conveyance of the first Lot to a Lot Owner other than the Declarant occurs.

**Section 5. Effect of Non-Payment of Assessments.** Any assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof shall bear interest at the rate as determined by the Executive Board and the Association may assess a late charge thereon. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor.

**Section 6. Working Fund.** The Association or Declarant shall require the first Owner of each Lot (other than Declarant) to make a non-refundable payment to the Association in an amount equal to one-sixth of the annual Common Expense Assessment against that Lot in effect at the closing thereof, which sum shall be held, without interest, by the Association as a working fund. Said working fund shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Lot, as aforesaid, and shall be maintained for the use and benefit of the Association. Such payment shall not relieve an Owner from making regular payments of assessments as the same become due. Upon the transfer of his Lot, an Owner shall be entitled to a credit from his transferee for any unused portion of the aforesaid working fund.

## ARTICLE V

## ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Executive Board of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

## ARTICLE VI

## PARTY WALLS

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the Lots in Horizon Park East and placed on or adjacent to the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, deficiencies in insurance proceeds for damage to party walls only shall be paid in proportion to such use by affected owners, without prejudice, however, to the right of any Lot Owners to call for a larger contribution from the other Lot Owner under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

**Section 6. Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be resolved by arbitration, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VII

### POWERS AND DUTIES OF THE ASSOCIATION

**Section 1. Association Duties.** The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Planned Community and those duties specifically assigned to the Association by these covenants.

**Section 2. Assignment of Future Income.** The Association may assign its future income, including its rights to receive Common Expense assessments, only by the affirmative vote of the Lot Owners of Lots to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose. Such assignment may not impair mandatory reserve accounts or impair the ability of the Association to pay known expenses.

**Section 3. Manager.** The Association may retain and pay for the services of a person or firm to manage (the "Manager") the Planned Community to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Planned Community or the conduct of the business of the Association, whether such personnel are employed directly by the Association or are furnished by the Manager. The Association and the Board may delegate any of their duties, powers or functions to the Manager, provided that any such delegations shall be revocable upon notice by the Association or Board. The Lot Owners hereby release the Members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function as delegated.

**Section 4. Legal and Accounting Services.** The Association may retain and pay for legal and accounting services necessary as proper in the operation of the Planned Community the enforcement of the Declarations, or in performing any of the other duties or rights of the Association.

**Section 5. Contracts.** Neither Declarant nor any agent of

Declarant shall enter into any contract which would bind the Association or the Board thereof for a period in excess of One (1) year, unless reasonable cancellation provisions are included in such contract.

**Section 6. Payment of Utilities.** The Association shall pay all utility charges applicable to the Common Elements, if any, and not applicable directly to each Lot.

**Section 7. Maintenance of Utility Lines.** The Association shall maintain and repair all utility lines, including but not limited to, water and sewer lines within the perimeter of the Property. The cost of such maintenance and repairs to be paid by the Association from its general assessments receipts, except that as to any line within the boundaries of a Lot which is not a common line servicing more than one Lot, the cost of repairs incurred by the Association may be assessed to the Lot Owner of such Lot and shall be considered a separate Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article IV.

**Section 8. Rule Making.** The Association may make, establish, promulgate, amend and repeal the Horizon Park East Rules and Regulations.

**Section 9. Enforcement of Restrictions and Rules.** The Association shall perform such other acts, whether or not expressly authorized by the Horizon Park East Declarations, as may be reasonably necessary to enforce any of the provisions of the Horizon Park East Declarations and the Architectural Committee Rule.

IN WITNESS WHEREOF, the undersigned, Managers, ~~being the  
attorneys in fact~~ for Declarant herein, have hereunto set their hands  
and seals this 14th day of October, 1993.

HORIZON PARK EAST  
DEVELOPMENT COMPANY, LLC.

BY: W. R. Bray  
W. R. Bray, Manager  
BY: Wayne E. Beede  
Wayne E. Beede, Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this

14th day of October, 1993, by W. R. Bray and Wayne E. Beede,  
Managers of Horizon Park East Development Company, LLC, the  
Declarant.

Witness my hand and official seal.

My Commission expires: April 14, 1997.

*Tulio M. Wagner*  
Notary Public

101-14  
NOTARY  
PUBLIC