

**AMENDED AND RESTATED DECLARATION (2014)  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF THE  
COUNTRY MEADOWS SUBDIVISION**

**(formerly Filings One through Five and Filing Six of Country Meadows  
Subdivision)**

**RECITALS**

A. Separate "Declaration[s] of Covenants, Conditions and Restrictions of Country Meadows" were recorded in the real property records of Mesa County, Colorado for six separate Filings of Country Meadows Subdivision, which are sometimes referred to collectively as "the Property," as follows:

Country Meadows Declaration recorded: November 21, 1995 in Book 2188, Pages 506-518 and Plat recorded: November 21, 1995 in Plat Book 15, Page 6;  
Country Meadows Filing Two Declaration recorded: December 3, 1996 in Book 2284, Pages 125-137 and Plat recorded December 3, 1996 in Plat Book 15, Page 208;  
Country Meadows Filing Three Declaration recorded: December 3, 1996 in Book 2284, Pages 138-150 and Plat recorded December 3, 1996 in Plat Book 15, Page 209;  
Country Meadows Filing Four Declaration recorded: September 23, 1999 in Book 2635, Pages 358-366 and Plat recorded: October 18, 1999 in Plat Book 17, Page 194;  
Country Meadows Filing Five Declaration recorded: September 26, 2001 in Book 2927, Pages 886-895 and Plat recorded September 26, 2001 in Plat Book 18, Page 236.  
Country Meadows Filing Six Declaration recorded: May 14, 2013 in Book 5473, Page 242 and Plat recorded May 23, 2013 in Book 5477, Page 3099.

B. Each of the above original declarations provides that it can be amended upon the approval of the Owners of 75% of the Lots in the respective Filings (Filing Six required the approval of the owners of 100 % of the lots).

C. CCIOA, specifically § 38-33.3-217, C.R.S. statutorily reduced the required approval to 67% of the Owners of Lots in each Filing.

D. On October 5, 2009, a "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Country Meadows Subdivision Filing 5" ("Amended and Restated Declaration") was recorded beginning in page 639 of Book 4924 of the records of the Mesa County Clerk and Recorder.

E. On August 21, 2009, the acting President of the Country Meadows Homeowners Association reported to the owners of all lots within all Five filings of Country Meadows Subdivision that the owners of lots within each of said Five filings had voted to approve by 67 % or greater margin the said Amended and Restated Declaration by their voting in July, 2009.



F. Among other things, by a vote of 55 in favor with three against, the owners of all of the lots within Filings One through Five of Country Meadows agreed to merge into one association named "Country Meadows Homeowners Association," and, as noted, they voted to amend and restate the Five original declarations listed in Recital ¶ A.

G. On May 14, 2013, Country Meadows Filing 6 president, James E. Hecht caused the Declaration of Covenants, Conditions and Restrictions for Country Meadows Filing 6 to be recorded in Book 5473, Page 242 and Plat recorded May 23, 2013 in Book 5477, Page 309.

H. On June 30, 2014, by a vote of 52 in favor and 0 against (a margin greater than 67%), the owners of the lots within Filings One through Six of Country Meadows agreed to merge into one association named "Country Meadows Homeowners Association," and, as noted, they voted to amend and restate the six original declarations listed in Recital ¶ A. In Filings 1-5, 47 votes in favor (78% of members) and none opposed were cast. In Filing 6, 5 votes in favor (100% of members) and none opposed were cast.

I. Pursuant to § 38-33.3-217(2), C.R.S., no action to challenge the validity of the Amended and Restated Declaration can now be maintained or brought, nevertheless, this AMENDED AND RESTATED DECLARATION (2014) OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY MEADOWS is recorded in order to comply with the amendment procedures set forth in §38-33.3-217, C.R.S. It is noted that the substance of the Amended and Restated Declaration is not changed hereby.

NOW THEREFORE, the president of the Country Meadows Homeowners Association (hereinafter "Association" or "HOA" or "CMHOA", on behalf of the Association and the owners of all of the Lots, common elements and other property within the original Filings One through Six of Country Meadows Subdivision, as noted above in the Recitals, does hereby certify that this Amended and Restated Declaration is and shall be the Declaration for the Lots, common elements and other property platted by the respective plats for Country Meadows Subdivision Filings One through Six, Mesa County, Colorado, as set forth below, and that the Lots, common elements and other property within Country Meadows Subdivision Filings One through Six, and said Lots, common elements and other property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the following limitations, restrictions, easements, covenants, conditions, reservations, liens and charges described in this Amended and Amended and Restated Declaration, all of which are declared and agreed to be in furtherance of a general plan for the improvement and development of the Property. All of the limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any part of it and the successors in interest of such parties, and are imposed upon the Property and every part of it as equitable servitudes that may be enforced by each Owner, his or her successors and assigns, or by the Association, its successors and assigns. This Amended and Restated Declaration supersedes and replaces all of the original Declarations and the Restated Declaration described in the Recitals.



## **ARTICLE 1 DEFINITIONS**

Section 1.01. "Architectural Control Committee" or "ACC" shall mean and refer to the committee appointed by the Board of Directors, as more fully provided in Article 8.

Section 1.02. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as they may be amended from time to time.

Section 1.03. "Assessment" shall mean and refer to any assessment levied against one or more Owner(s) or Lot(s) as permitted by this Amended and Restated Declaration or applicable law, including without limitation any of the following:

(a) "Regular Assessment" shall mean and refer to a charge against each Lot representing that portion of the Common Expenses attributable to such Lot, including all fees, charges, late charges, attorney fees, fines and interest arising from failure to pay when due the principal amount of such assessment.

(b) "Special Assessment" shall mean and refer to a charge against any Lot for certain costs incurred by the Association for materials or services furnished to the Owner or his or her Lot at the request of or on behalf of such Owner, or as a result of any Owner failing to maintain any portion of his or her Lot in accordance with the provisions of this Amended and Restated Declaration, or as a result of the negligence, recklessness, or willful misconduct of any Owner, his or her employees, guests or invitees, or for excessive use or special use of the services or facilities, if any, provided by the Association, or for any other purpose for which this Amended and Restated Declaration or applicable law specifies or permits the imposition of a Special Assessment.

(c) "Capital Assessment" shall mean and refer to a charge against any Lot representing a portion of the Association's cost for the purchase, installation, construction or expected or unexpected repair or replacement, of any capital improvement (including the necessary fixtures and personal property related to it) that is a Common Expense of the Association, plus reserves for repair or replacement of existing capital items, and acquisition, construction and installation of new capital improvements.

Section 1.04. "Association" shall mean and refer to Country Meadows Homeowners Association, a nonprofit corporation incorporated under Colorado law.

Section 1.05. "Association Water" shall mean and refer to forty two (42) shares of Redlands Water and Power irrigation water owned by the Association, as well as any other water or water rights, ditch or ditch rights, reservoir or water storage rights owned or acquired by the Association for use on the Property.

Section 1.06. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.07. "Bylaws" shall mean the Bylaws of the Association as they may be amended from time to time. It is noted that Second Restated Bylaws were effective as of February 23, 2009; this reference shall in no way limit the ability to further amend the bylaws of the Association from time to time.

Section 1.08. "CCIOA" means the Colorado Common Interest Ownership Act, presently codified at § 38-33.3-101, C.R.S., *et seq.*, as it may subsequently be amended from time to time.

Section 1.09. "Common Element" shall mean any property interest, improvement or fixture owned, leased or controlled by the Association for the common use and benefit of the Members, including without limitation the subdivision signs, Association Water and Irrigation Facilities, but specifically excluding any real property, of which there is none owned or controlled by the Association.

Section 1.10. "Common Expenses" shall mean and include expenditures made, and liabilities incurred, by or on behalf of the Association.

Section 1.11. "Conveyance" shall mean and refer to transfer of a fee simple title by deed, installment land purchase contract or otherwise of any part of the Property.

Section 1.12. "Filing" means any one of the Six original filings, described in Recital A, above, of Country Meadows Subdivision, and shall mean and refer to a specific filing when followed by the number of the filing.

Section 1.13. "Irrigation Facilities" shall mean and refer to all improvements, equipment, facilities, and other property owned, operated, or maintained by the Association for the purpose of delivering water to the Lots for irrigation purposes, and shall include, but not be limited to, all pumps, pipes, pipelines, risers, connectors, controls, siphons, filters, valves, and related parts and materials located in, under, or upon easements within the Subdivision or elsewhere outside of the Subdivision. Irrigation Facilities shall not include the "stub out" or "lateral" pipelines that extend beyond the exterior of the irrigation and maintenance easement or street, as the case may be, within the Subdivision and which serve any individual Lot.

Section 1.14. "Lot" shall mean and refer to each numbered lot created by any one of the Six original Filings, as described in the Recitals, of the Country Meadows Subdivision, and depicted on the recorded Plats for Filings One through Six of Country Meadows Subdivision. Boundaries of a Lot shall be as shown and defined on the respective Plats.

Section 1.15. "Member" shall mean and refer to each Owner, as further described in this Amended and Restated Declaration and the Bylaws.

Section 1.16. "Owner" shall mean and refer to any person or entity holding a fee simple ownership interest in any Lot that is a part of the Property, including contract purchasers and lessees with enforceable options to purchase, but excluding mortgagees (unless and until a mortgagee acquires record fee ownership) and those having such interest merely as security for the performance of an obligation.



Section 1.17. "Plat" means the plat(s) of the original Six filings of Country Meadows Subdivision, as described in Recital ¶ A.

Section 1.18. "Property" shall mean and refer to all of the lands within the original Six Filings of Country Meadows Subdivision, Mesa County, Colorado, copies of which are attached hereto.

Section 1.19. "Residence" means the single family dwelling improvements (including garage, whether attached or detached, but excluding any outbuildings) located on a Lot.

Section 1.20. "Subdivision" shall mean all of the Property, and improvements thereon, subject to this Amended and Restated Declaration or any amendment to this Amended and Restated Declaration.

## **ARTICLE 2 THE ASSOCIATION**

Section 2.01. Membership. Every Owner of one or more Lots in the Property shall be entitled and required to be a Member of the Association, subject to the voting rights provisions of this Article 2. No person or entity other than an Owner of one or more Lots in the Property may be a Member of the Association. No Owner shall be entitled to sever his or her ownership interest in a Lot from membership in the Association; provided, that this shall not be construed as precluding the Owner of a Lot from creating or severing a co-tenancy, joint tenancy or any other form of co-ownership with any other person or persons.

Section 2.02. Allocation of Votes. Each Lot shall be allocated one vote in the Association. If only one of the multiple Owners of a Lot is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of such Owners. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. However, each Owner of the Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy meeting the requirements set forth in the Bylaws. In the event that a majority of such multiple Owners of a Lot is not clear, the vote of such multiple Owners shall not be counted.

Section 2.03. No Cumulative Voting. Cumulative voting shall not be allowed.

Section 2.04. Membership Appurtenant. By accepting a deed to a Lot or other instrument the acceptance of which would render the holder an Owner, Membership in the Association shall be appurtenant to and inseparable from a Lot. Membership in the Association may not be transferred except in connection with the transfer of ownership of a Lot and shall be automatically transferred by Conveyance of a Lot without additional action or documentation.

Section 2.05. Directors of the Association. The affairs of the Association shall be



managed by a Board of Directors consisting of not fewer than three (3) directors, with the number and terms of the directors specified in the Bylaws.

Section 2.06. Removal of Directors. By a vote of 67% of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, any member of the Board of Directors may be removed with or without cause.

Section 2.07. Quorum. Quorum requirements are specified in the Bylaws.

Section 2.08. Officers of the Association. The officers of the Association are specified in the Bylaws.

Section 2.09. Authority. The Association shall have all rights, powers, and authority specified or permitted by this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws, CCIOA, or any other applicable law; to the extent permitted by law.

Section 2.10. Duties and Obligations. The Association shall perform all duties and obligations specified in this Amended and Restated Declaration, the Articles of Incorporation and the Bylaws, including but not limited to maintenance and upkeep of all Common Elements. Further, to promote responsible governance, the Association shall adopt rules and regulations concerning the investment of reserve funds and the procedure for the adoption and amendment of policies, procedures and rules.

Section 2.11. Actions Against Owners. The Association may take judicial action against any Owner to enforce compliance with any provision of this Amended and Restated Declaration, obtain mandatory or injunctive relief, or obtain damages for noncompliance, and may exercise any other right or remedy for enforcement of this Amended and Restated Declaration permitted by law; provided, however, that the parties shall first proceed in good faith to submit the matter to mediation. The mediator cannot impose a binding decision. The parties to the dispute must agree before any settlement is binding. Within fourteen (14) days after one party notifies the other of a dispute, the parties shall jointly appoint an acceptable professional mediator. If the parties cannot agree on a mediator, each party shall select a professional mediator whose sole purpose shall be to select a third professional mediator who shall mediate the dispute. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty (30) days after the date the mediator is selected. If the dispute is settled through the mediator, the parties shall share equally in the mediation costs and shall pay their own attorney fees, if any. If the dispute is not settled by mediation and proceeds to litigation, the losing party in the litigation shall pay the prevailing party's portion of the mediation costs and its attorney fees, if any.

Section 2.12. Conveyance or Encumbrance. The Association shall have the right to encumber, dedicate, or convey any Common Element or other Association asset. However, no such encumbrance, dedication, or conveyance shall be effective unless an instrument signed by 67% of the Members entitled to vote agreeing to such encumbrance, dedication, or transfer has been recorded in the real property records of Mesa County, Colorado. Any of the instruments required by this Section 2.12 may be signed in counterparts that shall together constitute a single agreement.



Section 2.13. Management Agreement and Other Contracts. The Association may utilize professional management in performing its duties. Any agreement for professional management of the Association's business shall have a maximum term of three (3) years, and shall provide for termination by either party to it, with or without cause and without payment of a termination fee, upon thirty (30) days prior written notice.

Section 2.14. Public Disclosures. Within ninety (90) days after adoption of this Amended and Restated Declaration, the Association shall make the following information available to Owners by posting on an internet web page (if the Owners have been previously notified of the web address via mail or e-mail), maintaining a literature table or binder at the Association's principal place of business, or by mail or personal delivery:

- (a) The name of the Association;
- (b) The name of the Association's designated agent or management company, if any;
- (c) A valid physical address and telephone number for both the Association and the designated agent or management company, if any;
- (d) The name of the common interest community;
- (e) The initial date of recording of this Amended and Restated Declaration;
- (f) The reception number or book and page for the main document that constitutes this Amended and Restated Declaration;
- (g) The date on which the Association's fiscal year commences;
- (h) The Association's operating budget for the current fiscal year;
- (i) A list, by type of Lot or unit, of the Association's current Assessments, including both Regular and Special Assessments;
- (j) The Association's annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
- (k) The results of its most recent available financial audit or review;
- (l) A list of all Association insurance policies, including, but not limited to, property, general liability, Association director and officer professional liability, and fidelity policies, which shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed;
- (m) The Articles of Incorporation, Bylaws and any rules and regulations of the Association;

- (n) The minutes of the Board and Member meetings for the fiscal year immediately preceding the current annual disclosure; and
- (o) Any rules, regulations and procedures concerning the investment of reserve funds, the adoption and amendment of policies, procedures and rules, and the resolution of disputes between the Association and Owners.

Section 2.15. Annual Public Disclosures. So long as required by law, within ninety (90) days after the end of each fiscal year of the Association, the Association shall make available (by the same methods described in Section 2.14) the information described in subsections 2.14(g) through 2.14(o).

Section 2.16. Owner Education. So long as required by law, the Association shall provide, or cause to be provided, education to Owners at no cost on at least an annual basis as to the general operations of the Association and the rights and responsibilities of Owners, the Association, and the Board of Directors under Colorado law. The criteria for compliance with this Section 2.16 shall be determined by the Board.

### **ARTICLE 3 PROPERTY RIGHTS IN THE COMMON ELEMENTS**

Section 3.01. Members' Easements of Enjoyment. Every Member shall have a non-exclusive right to the Common Elements. Each such right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The Association shall have the right to adopt uniform rules and regulations pertaining to the use of the Common Elements;
- (b) The Association may borrow money and encumber (by mortgage, deed of trust or otherwise) any Common Element for the purpose of improving the Common Elements, subject to Section 2.12, provided any such encumbrance shall be expressly subordinate to the rights of the Members;
- (c) The right of the Association to suspend a Member's voting rights, Common Element use, and/or any benefits of membership in the Association, including the use of Association Water, for any period during which any Assessment against such Member's Lot(s) remains unpaid and delinquent, and/or while a Member is in violation of this Amended and Restated Declaration or any rules or regulations adopted by the Association; provided that any suspension of such voting rights, Common Element use, or benefits of membership in the Association, except for failure to pay Assessments, shall be made only by the Association or a duly appointed committee of the Association after notice and hearing given and held in accordance with the Bylaws;
- (d) 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; no such



dedication or transfer shall be effective unless an instrument in any number of counterparts signed by 67% of the Members entitled to vote has been recorded, agreeing to such dedication or transfer, and provided written notice of the proposed action is sent to every Member no less than thirty (30) days nor more than sixty (60) days in advance; and

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

Section 3.02. Delegation of Use. Any Member may delegate his or her rights to the Common Elements to his or her family members, licensees and invitees, or tenants or contract purchasers who are in possession of such Member's Lot.

Section 3.03. Waiver of Use. No Member may exempt himself or herself from personal liability for Assessments duly levied by the Association, or release the Lot(s) owned by such Member from the liens and charges created by CCIOA or this Amended and Restated Declaration, by waiver of the use of the Common Elements, or by abandonment of his or her Lot.

Section 3.04. General Restrictions.

(a) All Owners of Lot(s), by their acceptance of their respective deeds or other instruments causing them to become Owners, covenant and agree that the Common Elements shall remain undivided, and no Owner shall bring any action for partition (which right is expressly waived), it being agreed that this restriction is necessary to preserve the rights of Owners with respect to the operation and management of the Property.

(b) No Owner shall engage in any activity that will temporarily or permanently deny free access to any Common Elements to all Members.

#### **ARTICLE 4 COVENANT FOR ASSESSMENTS**

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by virtue of ownership of a Lot, is obligated to pay to the Association: (a) all Assessments and charges levied against that Lot; and (b) all fees, charges, late charges, attorney fees, fines, collection costs, interest and other sums charged pursuant to this Amended and Restated Declaration or as allowed by C.R.S. § 38-33.3-123, C.R.S. § 38-33.3-316(1), or any other provision of CCIOA or any other applicable law. The Association shall have the right, independent of CCIOA, to impose reasonable charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the powers of the Association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Amended and Restated Declaration, the Bylaws, or the rules and regulations of the Association.

Any charge set forth in this Section 4.01, from the time such charge becomes due, shall be a charge on and covenant running with the land, and shall be a continuing lien on the Lot

against which each such item is assessed. 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. A valid acceleration of installment Assessment obligations may be made by the Board at any time any Assessment or Assessment installment is at least thirty (30) days overdue.

Each such charge, together with interest, costs, and reasonable attorney fees, shall also be the joint and several personal obligation of each person and entity who was the Owner of the Lot at the time when the item became due; provided that, this personal obligation shall not pass to an Owner's successors-in-interest unless expressly assumed by them. No Owner may be exempt from liability for Assessments by waiver of use or enjoyment of the Common Elements or other assets or benefits of the Association, or by abandonment of any Lot.

The Association's lien on a Lot for Assessments shall be superior to any homestead exemption now or later 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 a Lot subject to this Amended and Restated Declaration shall constitute a waiver of the homestead and any other such exemption as against such Assessment lien.

Section 4.02. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for: Common Expenses; to promote the health, safety, or welfare of the residents of the Property; for the benefit of the Common Elements; or for any other purpose of the Association, as those purposes (as amended from time to time) are specified in this Amended and Restated Declaration, the Bylaws or the Articles of Incorporation; or as otherwise authorized or permitted by CCIOA or other applicable law.

Section 4.03. Limitations on Assessments. An Assessment of any particular type shall be fixed in an amount set by, and made upon the resolution of, the Board of Directors, subject to the following limitations:

(a) Until otherwise established in accordance with CCIOA and this Amended and Restated Declaration, the Regular Assessment for any Lot on which there is a Residence, or for which a building permit for the construction of a Residence has been issued or on which construction of a Residence has commenced, not including a fence permit (an "improved Lot" in this Section 4.03), shall be ~~\$225.00~~ \$300.00 per year, subject to an annual increase of not more than 5% over the prior year.

(b) For any Lot that is not an improved Lot, the Regular Assessment shall be 50% of the Regular Assessment for an improved Lot for that year, provided that the Regular Assessment for such an unimproved Lot shall never be less than \$50.00.

(c) The Regular Assessment for unimproved Lots for which a building permit for a Residence has been issued, or construction of a Residence has commenced, whichever is earlier, shall be increased to the amount for improved Lots effective



one year after such building permit has been issued or construction has commenced, whichever is earlier, but shall be prorated based on the month of the year in which the permit was issued or the construction commenced, with the changed rate effective the first day of the month following the issuance of the permit or the commencement of construction, as the case may be.

(d) After an Assessment of any type has been made by the Association, Assessments of the same type (other than Special Assessments and Capital Assessments, which may be made at any time and from time to time) shall be made no less frequently than annually, based on a budget adopted by the Association as described in this Amended and Restated Declaration.

Section 4.04. Date of Commencement of Assessments; Due Dates. The initial Assessment of any type other than Special Assessments and Capital Assessments shall be adjusted according to the number of months remaining in the calendar year for which the Assessment is made, if less than a full year. Thereafter, the Board shall fix the amount of such annual Assessments against each Lot at least thirty (30) days in advance of each annual Assessment period, and the amount of such Assessment, along with a copy of the budget adopted by the Board, shall be provided to each Owner in accordance with Article 5. The due date(s) shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. Special Assessments and capital improvement Assessments may be made by the Board at any time, except as limited by this Amended and Restated Declaration, CCIOA or other applicable law.

Section 4.05. Expense Allocation. Except as otherwise stated in this Article 4, or as otherwise provided by CCIOA or other applicable law, each Regular Assessment shall be established based on a fraction of the Common Expenses of the Association in which the numerator is one and the denominator is the number of platted Lots then in the Subdivision. Despite anything to the contrary stated in this Section 4.05, if permitted or required by this Amended and Restated Declaration (see for example Section 4.06), CCIOA or other applicable law, any Common Expense or portion of any Common Expense or other cost or expense to the Association benefiting or caused by fewer than the Owners of all Lots shall be assessed exclusively against the Owners and/or Lots benefited by or causing the Common Expense or other cost or expense.

Section 4.06. Owner's Negligence. In the event that the need for maintenance, repair, replacement, reconstruction or reconfiguration of any Common Element, or any other Common Expense, is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any family or household member, guest or invitee of such Owner, such expense and all related fees, costs and expenses of or to the Association shall be the personal obligation of such Owner and may be made part of any Assessment against such Owner and that Owner's Lot(s). Negligence or the willful act or omission of any Owner or any family or household member, guest or invitee of such Owner, and the amount of the Owner's liability therefore, shall be determined by the Board of Directors at an informal hearing after notice to the Owner, provided that any such determination that assigns liability to any Owner pursuant to the terms of this Section 4.06 may be appealed by such Owner to a court of law and, if such appeal



occurs, the court shall award attorney fees and costs to the prevailing party.

Section 4.07. Priority of Lien. The lien for Assessments, which includes without limitation all those items specified in Section 4.01, shall have the priority specified in CCIOA, C.R.S. § 38-33.3316(2), or other applicable law.

## **ARTICLE 5 BUDGET AND RECORDS**

Section 5.01. Books and Records. Association policies and regulations regarding records, retention of records, and Member access to records are specified in the Bylaws.

Section 5.02. Annual Budget. The Board of Directors shall cause an operating budget, balance sheet, and cash flow statement for the Association to be prepared no less frequently than annually.

Section 5.03. Delivery of Budget. Within ninety (90) days after adoption of any proposed budget, the Board of Directors shall mail by ordinary first-class mail or otherwise deliver a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget which shall be within a reasonable time after mailing or other delivery of the summary. For the purposes of this section, delivery by electronic mail shall be considered to satisfy the requirement for delivery to Owners.

Section 5.04. Ratification of Budget. Unless at the meeting Owners representing a majority of all Lots veto the budget, the budget is ratified, whether or not a quorum is present.

Section 5.05. Rejection of Budget. In the event that the proposed budget is vetoed, the 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.

Section 5.06. Reserve Fund. As part of each annual budget, the Board of Directors shall include an amount that, in its reasonable business judgment, will at least establish and maintain an adequate reserve fund for the repair or replacement of any personal property, fixtures, and improvements required to be operated or maintained by the Association based upon age, remaining life, replacement cost, and any other relevant factors. Any reserve funds may be deposited in such interest bearing account(s) as the Board of Directors deems appropriate.

Section 5.07. Audit and Review. Upon the request of at least one-third of the Owners, the books and records of the Association shall be subject to a review, using statements on standards for accounting and review services, by an independent and qualified person selected by the Board. Such person need not be a certified public accountant (except in the case of an audit), but shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. The audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.



Section 5.08. Fiscal Year. The fiscal year of the Association shall initially be the calendar year, but the Association may adopt a different fiscal year, for Assessments or otherwise, if permitted by law.

## **ARTICLE 6 NONPAYMENT OF ASSESSMENTS**

Section 6.01. Delinquency. Any Assessment provided in this Amended and Restated Declaration that is not paid when due is delinquent. If any such Assessment is not paid within thirty (30) days after the due date without additional notice or demand, the Assessment shall bear interest from the due date at a rate not to exceed the maximum rate of interest permitted by CCIOA or other applicable law, as determined by the Board. Until the Board otherwise provides, such interest rate shall be 18% per annum. The Association may, at its option, exercise any right or remedy available to the Association under applicable law, including without limitation bringing an action at law against the Owner personally obligated to pay the same or, upon compliance with the notice provisions set forth in Section 6.02, foreclosing the lien provided in Section 4.01 against the Lot(s) as to which the Assessment has not been paid; and in any case there shall be added to the amount of such Assessment interest and all costs that may be incurred by the Association in its collection of the Assessment, including reasonable attorney fees. Each Owner vests in the Association or its assigns the right and power to bring all actions or proceedings at law or in equity or to institute judicial foreclosure proceedings against such Owner or other Owners for the collection of such delinquent Assessments.

### Section 6.02. Nature of Obligation and Lien.

(a) The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Amended and Restated Declaration) or demand, and without setoff or deduction. The Board or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness and the name of the Owner of the Lot and description of the Lot. Such a notice shall be signed by one member of the Board or by the managing agent of the Association and may be recorded in the real property records of Mesa County, Colorado. The lien for each unpaid Assessment attaches to each Lot at the beginning of each Assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the Assessment for the Lot against which it is filed and collected as part and parcel thereof. Each Assessment, together with interest, late charges, costs and reasonable attorney fees, shall also be the personal obligation of each 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 by Conveyance of a Lot.

(b) The statutory lien for Assessments is prior to all other liens and



encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of this Amended and Restated Declaration; and (ii) liens for real estate taxes and other governmental assessments or charges against the Lot. Notwithstanding the foregoing, the statutory lien for Assessments is also prior to the lien of a first mortgage to the extent of an amount equal to the Assessments based on a periodic budget adopted by the Association that would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by either the Association or any party holding a lien senior to any part of the Association lien created under Section 4.01 of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien.

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

Section 6.03. **Foreclosure Sale.** Any foreclosure sale related to an Assessment lien is to be conducted in accordance with those provisions of the laws and rules of the courts of the State of Colorado applicable to the foreclosure of mortgages, or in any other manner then permitted or provided by applicable law. The Association, through its duly authorized agents, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same in the name of the Association.

Section 6.04. **Curing of Default.** Upon the timely curing of any Assessment delinquency, the Association is authorized to file or record a certificate setting forth the satisfaction of such claim and release of such lien upon payment by the defaulting Owner of a fee determined by the Association to cover the costs of preparing and filing or recording such release, and other expenses incurred.

Section 6.05. **Cumulative Remedies.** The Assessment lien and the rights of foreclosure and sale under it shall be in addition to, and not in substitution of, all other rights and remedies that the Association and its assigns may have under this Amended and Restated Declaration and then applicable law, including without limitation a suit to recover a money judgment for unpaid Assessments, as provided above, all of which rights and remedies shall be cumulative.

## **ARTICLE 7**

### **CONSTRUCTION AND DESIGN GUIDELINES; USE RESTRICTIONS**

Section 7.01. **Lot Use and Residences.** Lots shall be used only for residential purposes. No building shall be erected, or otherwise altered, placed or permitted to remain on any Lot other than one, detached, single-family Residence, a private garage with not less than two (2) spaces for cars, a swimming pool, one barn, a corral and other small outbuildings directly related to residential use. The erection of more than one Residence per Lot is prohibited.

Section 7.02. **Building Location.** The ACC must approve the location of any building



upon a Lot before any excavation may begin. No building shall be located on any Lot nearer to the front lot line, rear lot line, or interior lot line than permitted by applicable codes, ordinances or governmental conditions of approval for the Subdivision. Eaves, steps and uncovered porches shall not be considered a part of the building; provided, however, that this provision shall not be construed to permit any portion of the building on a Lot to encroach onto another Lot.

Section 7.03. New Construction and Temporary Structures. All construction within the Subdivision shall be new construction. No trailer, basement, tent, shack, garage, barn, outbuilding, or temporary structure shall be used as a Residence on any Lot.

Section 7.04. Prefabricated Structures. All Residences, garages and outbuildings constructed on the Property shall be of high quality design, construction, workmanship, and materials; in particular, no structure may be of a type known as “prebuilt,” “precut,” “modular,” “manufactured,” or “mobile home,” regardless of its quality.

Section 7.05. Dwelling Size and Quality. No Residence shall be permitted on any Lot if the ground floor area of the main structure, exclusive of open porches, is less than 1,800 square feet (1,500 square feet for Filing 2 and 2,300 square feet for Filing 6) by outside measurement; provided, however, that if the Residence has a second story of heated living space above the ground floor, the ground floor area, exclusive of open porches, shall be not less than 1,200 square feet (1,000 square feet for Filing 2 and 1,600 square feet for Filing 6) by outside measurement, with a total square footage on the first and second floors of not less than 1,800 square feet (1,500 square feet for Filing 2 and 2,300 square feet for Filing 6) by outside measurement.

Section 7.06. Building Plans, Materials and Colors.

(a) All plans, specifications, color selections, and samples of exterior siding and/or masonry materials, along with roof material samples, for any Residence, building, addition or improvement must be submitted to the ACC for review and approval.

(b) For Lots on which a building permit for a Residence has been issued or construction of a Residence has commenced after the date of recording of this Declaration: (i) exterior color selections shall blend into the surrounding landscape and terrain; and (ii) bright or highly visible colors will be discouraged while natural colors will be encouraged.

(c) Notwithstanding the restrictions in Section 8.05, the ACC may grant a variance for any provision in this Section 7.06 for any reason.

Section 7.07. Landscaping.

(a) All front yard landscaping and any other landscaping visible from any street shall compliment the residential character of the Subdivision. The landscaping plan must be submitted to the ACC for approval within six (6) months

after issuance of the building permit for the Residence, or thirty (30) days before landscaping is to be installed, whichever is first. Landscaping shall be completed and ready for a walkthrough inspection by the ACC within one year after the issuance of a certificate of occupancy for the Residence. This Section 7.07 applies only to those areas of landscaping that are in the front and side yards, and to back yards that are visible from any street. In the event that weather will not permit the planting of plants, shrubs, and grass within the time frames stated above, the ACC may grant an extension of thirty (30) days after the planting season begins in the spring to complete required landscaping. Any significant changes to existing landscaping and/or individual irrigation systems shall be approved by the ACC.

(b) Each Owner shall be required to plant one tree within the front yard setback area of their Lot for every 4,000 square feet of total Lot area as part of the landscaping of their Lot. These trees must be a minimum of fifteen (15) gallon size and the type of tree must be from an approved list of trees supplied by the ACC or approved individually by the ACC.

(c) Any tree with a trunk measuring at least twelve (12) inches in diameter six (6) feet above the ground that is within twenty (20) feet of the west boundary of Filing 1 shall not be removed without the written consent of the ACC. Any tree along this boundary that the ACC approves to be removed shall be replaced within thirty (30) days by another tree approved by the ACC.

(d) Irrigation systems installed on individual Lots shall convey a maximum of fifteen (15) gallons of water per minute and each system shall be approved by the ACC prior to installation.

**Section 7.08. Driveways.** Driveways shall be concrete unless otherwise approved by the Board of Directors.

**Section 7.09. Vehicle Parking, Storage and Repair.**

(a) Any automobile, trailer, boat, snowmobile, recreational vehicle or other motorized vehicles (collectively, "vehicles" in this Section 7.09) may only be parked in the driveway on a Lot temporarily while loading or unloading. No vehicle shall be parked or stored in one place on a driveway for more than seventy-two (72) hours. If any such vehicle is parked or stored in the side yard or rear yard of a Residence on a regular basis it shall be screened by a natural wood fence, landscaping or other method at least six (6) feet in height approved by the ACC, and not farther forward than the front building line of such Residence. At no time shall an inoperable vehicle, or a vehicle that requires registration but that registration has expired, be parked within the area forward of the front building corners facing any street without the express written approval of the Board.

(b) Despite anything to the contrary stated in this Section 7.09, an occupant of a Lot who is a bona fide member of a volunteer fire department or who is employed by a primary provider of emergency firefighting, law enforcement,



ambulance or emergency medical services is exempt from the requirements of this Section 7.09 if the vehicle is required to be available at designated periods as a condition of the occupant's employment, and the parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other Owners or occupants of Lots to use streets, alleys, driveways and guest parking areas in the Subdivision.

Section 7.10. Restrictions on Storage Areas. Equipment, garbage cans, service yards, wood piles, brick piles, and storage areas shall be adequately screened by plantings or construction approved by the ACC to conceal the same from view from neighboring Lots and streets.

Section 7.11. Yards. No rubbish, debris or other such accumulations of any kind shall be placed or permitted to accumulate or remain on any Lot. All ornamentation in yards, such as, by way of example but not limitation, figurines, plastic flowers, colored lights, windmills, or bird baths or feeders, shall either be screened from public view or approved by the ACC. No clotheslines, dog runs or drying yards shall be located on any Lot so they are visible from a street. This Section 7.11 shall not apply to seasonal holiday decorations which are promptly removed after the holiday or to the display of the flag of the United States of America, which is addressed in Section 7.14.

Section 7.12. Fences, Planters and Hedges. No wall, fence, planter or hedge in excess of three (3) feet above ground level shall be allowed within any front yard setback. Front yard setbacks shall be defined according to the county ordinances for front yard setbacks in Mesa County's current R-2 Zone. Open-type fencing, such as split rail or a similar type, will be required for any front yard fencing within the front yard setback areas. All fences must be approved by the ACC prior to construction. No fence on any Lot may be greater than six (6) feet in height without the approval of the ACC. The ACC may, from time to time, adopt written fencing standards, details and colors which shall be provided to each Owner upon request. No privacy fence shall be allowed along the property lines that create the west boundary of Filing 1 from the south side of Baseline Drive to the south end of Filing 1.

Section 7.13. Restrictions Relating to Drainage. Nothing shall be done or permitted on any Lot that would block, divert or channelize the natural flow of drainage water across any Lot from adjacent Lots, as established by the original grading approved by the applicable local government, without specific approval from the ACC, which approval shall be permanently retained as a record of the Association.

Section 7.14. Signs and Flags. No sign, graphic, or advertising device of any kind shall be displayed on any Lot except: (a) one sign advertising the property for sale or rent; (b) signs used by the building contractor or lender for advertising during construction; (c) the American flag, displayed in accordance with 4 U.S.C. §§ 4 to 10 and rules and regulations adopted by the Association and not contrary to law; (d) a service flag not to exceed nine (9) inches by sixteen (16) inches, subject to rules and regulations adopted by the Association and not contrary to law; and (e) political signs in support of candidates or ballot issues limited to the period forty-Six (45) days immediately preceding the election date and seven (7) days after the election date on which the candidates or issues will be voted upon. Any permitted sign may be no more than Six (5) square feet (or smaller if required by applicable law).



Section 7.15. Animals. No animal may be kept on a Lot that is a nuisance to other Owners or that runs at large or endangers residents in the Subdivision. All animals shall be maintained on the Owner's property or on a leash. At the request of any Owner, the Board of Directors shall determine whether a particular animal shall be considered a nuisance, or whether the number of any such animals on any Lot is a nuisance. Habitually barking and/or vicious dogs are prohibited at the reasonable discretion of the Board. The breeding, boarding and/or sales of animals are prohibited in the Subdivision.

Section 7.16. Air Conditioning/HVAC Units. No window mounted air conditioning or HVAC (refrigeration, evaporative or other) units are allowed. All HVAC and air conditioning units shall be ground mounted on a concrete pad, unless approved by the ACC.

Section 7.17. Site Lines on Corner Lots. No object or thing shall be placed or planted on any corner Lot that obstructs site lines at elevations between two (2) feet and six (6) feet above the top of the street curb within a triangular area formed by the junction of the street and the curb lines and the line connecting them at a point twenty-Six (25) feet from the junction of such streets, curb line, or extension thereof.

Section 7.18. Residential Use. No Lot may be used for commercial purposes, except for home occupations. For purposes of this Section 7.18, "home occupation" means an occupation conducted in accordance with Mesa County, or other applicable local government with jurisdiction, ordinances for home occupation and which does not entail the employment of third persons on the premises. This does not include the delivery of goods or services to customers upon a Lot, nor to the leasing of any Lot as described in Section 7.19. Any other commercial use shall be considered a nuisance within the meaning of Section 7.20.

Section 7.19. Leases. The term "lease" as used in this Amended and Restated Declaration shall include any agreement for the leasing or rental of a Lot or any portion of it, and shall specifically include, without limitation, a month-to-month rental. Any Owner shall have the right to lease his or her Lot under the following conditions:

- (a) All leases shall be in writing;
- (b) All leases and the lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Amended and Restated Declaration, and the Articles of Incorporation, Bylaws and rules and regulations of the Association, and the lessee's failure to comply with any of the above-mentioned documents, in any respect, shall be a default under the lease; and
- (c) The term of all leases shall be not less than thirty (30) days.

The provisions of (b) and (c) above shall be contained in each lease, but shall also be deemed to be implied terms of each such lease, whether or not actually contained in the lease.

Section 7.20. Nuisance and Hazardous Activities. No obnoxious or offensive activity shall be conducted on any Lot, nor shall any activity be permitted that becomes an annoyance or



nuisance within the Subdivision. No light shall be permitted from any Lot that is unreasonably bright or causes unreasonable glare when viewed from the street or an adjacent Lot or property. 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 unreasonably offensive to others, as determined by the Board in its reasonable discretion. No activities shall be conducted on the Property or within the improvements constructed on or within the Property that are or might be unreasonably hazardous to any person or property. No firearms, explosives, air rifles, BB guns, crossbows or similar devices shall be discharged on the Property.

Section 7.21. Lot Maintenance. Each Lot and the improvements thereon shall be properly maintained by the Owner of such Lot. In the event any Owner fails to maintain his or her Lot(s) in accordance with this Amended and Restated Declaration, the Association may hire out such maintenance as is necessary to bring such Lot(s) into compliance with this Amended and Restated Declaration, and may assess the Owner of such Lot(s) for those costs, as provided in this Amended and Restated Declaration.

Section 7.22. Utilities and Easements. Underground electrical, natural gas, telephone, cable television, and irrigation shall be available to all Lots. The utility companies furnishing these services shall have the easements shown on the recorded plats of the Subdivision. No permanent structure shall be erected on any such easement. Neither the utility company nor any entity using these easements shall be held liable for any damage done by any of them or their assigns, agents or employees to shrubbery, trees, flowers or improvements of an Owner located on any land subject to an easement. No overhead services shall be allowed to service any Lot within the Subdivision.

Section 7.23. No Re-subdivision of Lots. The re-subdivision of any Lot within the Subdivision is prohibited.

## **ARTICLE 8 ARCHITECTURAL CONTROL COMMITTEE**

Section 8.01. Architectural Control Approval. No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration (including without limitation painting, landscaping, irrigation systems, fences and trash receptacles) be made until plans and specifications showing the nature, kind, shape, height, materials, location and other relevant information of the same have been submitted to and approved in writing by the ACC as being in harmony with external design and location in relation to surrounding structures, topography and other matters specified in Article 7.

Section 8.02. Procedures. The ACC shall approve or disapprove all requests for architectural control approval within thirty (30) days after the complete submission of copies of all plans, specifications and other materials that the ACC may require in conjunction with the application. If the ACC fails to approve or disapprove an application in writing within thirty (30) days after completion of submission of a plan to it, the application will be deemed to have been approved. The ACC shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to structures, other improvements and



property, within the Property, conform to and harmonize with the existing surroundings, Residences, landscaping and structures. Such amounts, if any, may be levied as part of the Regular Assessment against the Lot for which the request for ACC approval was made and, as such, shall be subject to the Association's lien for assessments and subject to all other rights of the Association for the collection thereof, as more fully provided in this Amended and Restated Declaration. Notwithstanding the foregoing, only the Association shall have the right to materially alter or modify the original fencing, landscaping or grading installed by the developer; provided, however, that the foregoing prohibition shall not prevent the repair and maintenance of the same.

Section 8.03. Vote and Appeal. A majority vote of the ACC is required to approve a request for architectural approval pursuant to this Article 8.

Section 8.04. Records. The ACC shall maintain written records of all applications submitted to it and all actions taken by it thereon, and such records shall be available to Members for inspection at reasonable hours of the business day.

Section 8.05. Variance. The ACC may grant reasonable variances or adjustments from any condition or restriction imposed by Article 7 in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of the conditions and restrictions contained in Article 7. Variances or adjustments shall be granted only if they shall not be materially detrimental or injurious to other Lots or the Subdivision or the general intent and purpose of this Amended and Restated Declaration. The grant or denial of a variance request shall not affect in any way any of the terms and provisions of this Amended and Restated Declaration covered by the variance and shall not serve as a basis for subsequent variances with respect to any other request. The grant of any variance shall not affect in any way the Association's or Owner's obligation to comply with the Mesa County Land Development Code and other applicable governmental laws or regulations.

Section 8.06. Approval or Consent not a Waiver. The approval or consent of the ACC to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the ACC as to any other application submitted for approval or consent hereunder.

Section 8.07. Time of Construction. All construction on Lots shall be completed within one year after issuance of a building permit or, if no building permit is required by law, within one year after approval by the ACC. If such work is not completed within the prescribed time, the ACC approval will expire and re-submission will be required. The ACC may grant an extension for good cause. Landscaping plans for each Lot shall be submitted to the ACC within six (6) months prior to the date of installation, and no landscaping construction shall commence until the ACC has approved such landscaping plans. All Owners shall complete the installation of all of the required landscaping within eight (8) months after commencement of work, and in any event within sixty (60) days after the issuance of a certificate of occupancy for the Residence.

Section 8.08. Composition of the ACC. The ACC shall consist of three (3) persons



appointed by the Board of Directors.

Section 8.09. No Liability. Neither the Association, nor the ACC or its members, shall be liable in damages to anyone submitting plans or specifications for approval under this Amended and Restated Declaration arising out of or in connection with any action, failure to act, approval, disapproval or failure to approve or disapprove any matter within its jurisdiction under this Amended and Restated Declaration. Any Owner submitting or causing to be submitted any plans or specifications agrees and covenants on behalf of such Owner and such Owner's heirs, successors, legal representatives and assigns that they will not bring any such action or suit at law or in equity against the Association or the ACC, or any of the members of those entities. Notwithstanding any other provisions in this Section 8.09, decisions concerning the approval or denial of an Owner's application for architectural or landscaping changes shall not be made arbitrarily or capriciously and shall be fully compliant with the several provisions of this Amended and Restated Declaration.

Section 8.10. Notice of Non-compliance or Non-completion. Notwithstanding anything to the contrary contained in this Amended and Restated Declaration, after the expiration of one year from the date of completion of construction of any improvements within the Property, including landscaping, such improvements shall, relative to purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all the provisions in this Amended and Restated Declaration, unless written notice of such non-compliance and/or non-completion, executed by the ACC or its designated representatives, shall have been delivered to the respective Owner or builder, or appear of record in the real property records of Mesa County, Colorado, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 8.11. Appointment and Designation. The ACC (by the vote or written consent of a majority of its members), or the Association (by a vote of the Members), may from time to time delegate some or all of the ACC's rights or responsibilities under this Amended and Restated Declaration to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of the ACC in all matters delegated.

Section 8.12. Review Fee and Address. Any plans and specifications shall be submitted in writing and in duplicate for review by the ACC together with a reasonable processing fee determined by the Board. The address of the ACC shall be the principal place of business of the Association or such other place as the ACC may from time to time designate to the Board of Directors. The address shall be the place for the submittal of any plans or specifications and the place where the current rules and regulations, if any, of the ACC shall be kept.

Section 8.13. Inspection. During initial construction, remodeling, repair or other work on a Lot or to a Residence requiring ACC approval, including landscaping, any member or agent of the ACC may from time to time at any reasonable hour or hours and upon reasonable prior notice inspect any Lot or the exterior of any Residence to determine whether the Lot or Residence's improvements, including landscaping, comply with the provisions of this Amended and Restated Declaration.

Section 8.14. General Provisions. The members of the ACC shall not be entitled to any



compensation for services performed under this Article 8. The powers and duties of the ACC shall cease and terminate upon the termination of this Amended and Restated Declaration.

## **ARTICLE 9 ASSOCIATION WATER**

Section 9.01. Management of Association Water. To the extent permitted by law, the Association shall have the exclusive authority to allocate, deliver, manage and control the use of the Association Water, and shall own, operate, repair and maintain the Irrigation Facilities. The Association's authority shall include (without limitation) the promulgation of rules, regulations, policies, and procedures, not inconsistent with this Amended and Restated Declaration, concerning the application and use of Association Water, including conservation measures and measures to reduce peak demand. If an Owner violates any provision of this Amended and Restated Declaration or any rule or regulation promulgated hereunder related to the Association Water or Irrigation Facilities, the Association may restrict or terminate the delivery of Association Water to such Owner's Lot, in addition to any other rights the Association may have under this Amended and Restated Declaration or at law. The Association also may restrict or terminate the delivery of Association Water to an Owner's Lot in the event of any emergency involving the Association Water or Irrigation Facilities.

Section 9.02. Easements for Ingress and Egress. Each Owner grants to the Association reasonable ingress and egress over, under and across all multi-purpose easements and irrigation easements shown on the Plat or any recorded plat of any portion of the Subdivision for the purpose of operating, repairing or maintaining the Irrigation Facilities. No Owner shall construct, erect or maintain any improvement or structure that shall interfere with the Association's ownership, operation, maintenance or repair of any Irrigation Facility. The Association shall have the authority to remove or alter any structure or improvement that interferes with the ownership, operation, maintenance or repair of any Irrigation Facility, the costs of such removal to be borne by the Owner of the interfering improvement or structure.

Section 9.03. Grant of Rights. By executing this Amended and Restated Declaration, the Owners and the Association specifically grant to the developer of the real property commonly referred to on the date of this Amended and Restated Declaration as Filing 6, Filing 7 and Filing 8 of Country Meadows Subdivision (also known as the undeveloped portion on the property within the boundaries of Country Meadows Subdivision depicted on the revised Official Development Plan of Country Meadows Subdivision recorded in Book 2151, at page 785, of the Mesa County, Colorado real property records), and any future homeowners association created to govern those Filings, the right to use all multi-purpose, drainage and irrigation easements located along the Southern, Western and Eastern boundaries of the Subdivision to the same extent as the Association, so long as such developer is responsible for all costs and expenses associated with such use, and so long as such use does not interrupt the delivery of any Association Water on the Property. The Owners and the Association also specifically grant to any such developer and homeowners association the right to have irrigation water shares delivered to the head gate used by the Association through the six (6) inch pipe that supplies the Association Water to the



Subdivision, and to “tie into” such pipe, so long as such developer installs at the Developers expense a Seametrics AG 2000 or its equal, metering device as recommended in the Engineering report prepared by Water Engineering Company and dated November 6, 2008, to regulate the amount of irrigation water diverted from the pipe to ensure that no Association Water is diverted, and so long as delivery of the Association Water on the Property is not interrupted. The developer and/or the Association shall restore the surface of any such easement to the same or better condition as it existed prior to any disturbance.

Section 9.04. Irrigation Assessments. Any billings by any person or entity associated with Association Water shall be a Common Expense.

Section 9.05. Hazardous Drainage. Release of contaminants or hazardous materials, as defined in CERCLA, RCRA, FIFRA, the Toxic Substances Control Act, and any other applicable federal and state environmental laws, into the Property is prohibited.

Section 9.06. Maintenance and Water Assessments. Full responsibility for the Irrigation Facilities and Association Water shall be borne by the Association.

## **ARTICLE 10 INSURANCE**

Section 10.01. Insurance. The Association shall obtain and maintain insurance as required by CCIOA and this Amended and Restated Declaration.

Section 10.02. Type of Insurance. The Association shall obtain a master insurance policy insuring against damage to the Common Elements. The master insurance policy insuring the Common Elements shall be for broad form covered causes of loss, shall include the Owners as additional named insureds, and shall include (or the Association shall obtain separately) commercial general liability insurance with single limit coverage of not less than the full insurable replacement cost, less deductible, and exclusive of land, excavations, foundations and similar items pursuant to C.R.S. § 38-33.3-313. In addition, if reasonably available, the Association shall maintain directors and officers liability insurance. The association, as attorney-in-fact, shall have the authority conferred upon it in Article 11 to deal with insured items in the event casualty to them is an insured loss to the Association under its master insurance policy.

Section 10.03. Assessment of Members. To the extent the Association settles claims for injuries to persons or property, it shall have the authority to assess an Owner pursuant to Section 4.06 or otherwise for the damages, including attorney fees and court costs, resulting from the act or failure to act of such Owner or persons for whom such Owner is liable, including the costs of repair or restoration and all deductibles paid by the Association. In the event that multiple persons, properties, Lots and/or Common Elements are damaged by a loss, the Association in its reasonable discretion may assess each responsible and/or liable Owner a pro rata share of any deductible, damage or loss incurred or paid by the Association. So long as practicable, the Board shall endeavor to obtain the consent of the Members before settling any litigation or resolving any matters arising under this Article 10 that are discussed in executive session in accordance with the Bylaws. The Board’s decision as to what is “practical” shall be final.



Section 10.04. Waiver of Subrogation. The Association and each Owner hereby waive any and all rights of recovery against the other, their officers, members, agents and employees, occurring on or arising out of the use and occupancy of any Lot to the extent such loss or damage is covered or indemnified by proceeds received from insurance carried by the other party, or for which such party is otherwise reimbursed. Each of the parties shall, upon obtaining the insurance required under this Amended and Restated Declaration, notify the insurance carrier that the foregoing waiver of subrogation is contained in this covenant, and, to the extent available, shall require the insurance carrier to include an appropriate waiver of subrogation provision in the policy.

Section 10.05. Fidelity Bond Insurance. If any Owner or Association employee controls or disburses Association funds, the Association must obtain and maintain, to the extent reasonably available, a fidelity bond insurance in an aggregate amount equal to not less than two (2) months of current assessments, plus reserve calculated from the then-current budget of the Association.

Section 10.06. Independent Contractors. Any person employed as an independent contractor by the Association for the purposes of managing the Association must obtain and maintain a fidelity bond in the same amount required in Section 10.05, unless the Association names such a person as an insured employee in a contract of fidelity insurance described in Section 10.05. The Association may carry or require of an independent contractor employed to manage the Association fidelity bond coverage in an amount greater than that specified in this Section 10.06.

Section 10.07. Fidelity Bond Premiums. Premiums for bonds required of the Association under this provision are Common Expenses.

Section 10.08. Additional Insurance. The Association may carry any other insurance it considers appropriate to protect the Association or the members, including insurance on property it is not obligated to insure.

## **ARTICLE 11 DAMAGE OR DESTRUCTION OF COMMON ELEMENTS**

Section 11.01. Appointment of Association as Attorney-in-Fact. This Amended and Restated Declaration constitutes each Owner's appointment of the Association as his or her attorney-in-fact to administer repairs, receive and apply insurance funds, and to ensure compliance with this Amended and Restated Declaration upon the damage, destruction, or obsolescence of a Common Element. Any grantee's acceptance of a Deed or other instrument rendering that person an Owner or the retention of ownership of any Lot shall constitute the irrevocable appointment of the Association as the grantee's attorney-in-fact, to act with all the powers provided in this Section 11.01.

Section 11.02. Rights of Association as Attorney-in-Fact. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authority, right and power to make, execute, and deliver any contract, deed or any other instrument with respect to the interest of an Owner that is necessary and appropriate to exercise the powers granted in this



Amended and Restated Declaration. Repair and reconstruction of a Common Element means restoring the same to substantially the same condition in which it existed prior to the damage. The obsolescence of a Common Element shall be determined by the Association, in its sole and absolute discretion. Except as otherwise provided in this Amended and Restated Declaration, any insurance proceeds collected shall be paid to the Association for the purpose of repair, restoration, or replacement.

Section 11.03. Application of Insurance Proceeds. In the event of damage or destruction to any Common Element due to an insured loss, the Association shall apply the insurance proceeds to the reconstruction and repair of the damaged Common Element. If the insurance proceeds are insufficient, the Association may levy a Capital Assessment in the aggregate amount of such deficiency and shall proceed to make such repairs or reconstruction, unless:

- (a) The planned community is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or
- (c) 67% of the Members entitled to vote elect to not rebuild.

Distributions of insurance proceeds shall be made to the Association unless made jointly payable to the Owners and first mortgagees of their respective Lots, if any. The Capital Assessment described in this Section 11.03 shall be a debt of each Owner and a lien on his or her Lot and the improvements on it, and may be enforced and collected in the same manner as any Assessment lien provided for in this Amended and Restated Declaration.

## **ARTICLE 12 GENERAL PROVISIONS**

Section 12.01. Easements. Easements for the installation and maintenance of utilities and irrigation, detention and other water facilities are reserved as shown on the Plat and any other recorded plat(s) of the Subdivision. Within these easements no improvement, structure, planting or other material (excluding fences capable of being readily removed for the purposes of the easement) shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of such utilities or facilities, or that may change the direction of flow of drainage channels in the easements. The Association shall have the right (but assumes no obligation) to enter upon the Property to correct any flow of water and to establish and re-establish drainage channels.

Section 12.02. Expansion. There is no right of any declarant or developer to create any more Lots or to annex any of the Property.

Section 12.03. Special Declarant Rights. Any special declarant rights, as defined in CCIOA, created or reserved by any prior declaration are, as allowed by law, terminated as of the recording of this Amended and Restated Declaration.

Section 12.04. Term. The provisions of this Amended and Restated Declaration shall each constitute covenants, running with the land applicable to all of the Property and Lots, binding all persons and entities for a period of twenty (20) years from the date of recording of



this Amended and Restated Declaration in the real property records of Mesa County, Colorado, which shall be automatically extended for successive periods of twenty (20) years each, without action by or notice to any person or entity unless amended or terminated as provided in Section 12.05.

Section 12.05. Termination and Amendment. Subject to the provisions of C.R.S. § 38-33.3217(1), (5), (6) and (7), all or any portion of this Amended and Restated Declaration may be supplemented, changed or canceled in whole or in part at any time by the vote or agreement of the Members entitled to vote. Such agreement may be in any number of counterparts, and shall be effective when duly recorded in the real property records of Mesa County, Colorado.

Section 12.06. Merger of Associations. By virtue of the approvals of the Owners in the respective Filings, as evidenced by the votes of the Owners, as certified by the president of the HOA, any existing association purporting to represent any Filing is merged with and into the Association, and appropriate documents, if any, shall be filed with the Colorado Secretary of State effecting such merger.

Section 12.07. Conflict of Provisions. In case of any conflict between this Amended and Restated Declaration, the Articles of Incorporation or the Bylaws, this Amended and Restated Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 12.08. CCIOA Controls. Any provision of this Amended and Restated Declaration in conflict with the provisions of CCIOA shall be void. Any managing agent, employee, independent contractor, or other person acting on behalf of the Association shall be subject to CCIOA to the same extent as the Association itself would be under the same circumstances.

Section 12.09. Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Amended and Restated Declaration shall in no way affect or limit any other provisions, which shall remain in full force and effect. To the extent feasible, any non-complying provision and the remainder of this Amended and Restated Declaration shall be reformed to comply with applicable law and to preserve the intent of this Amended and Restated Declaration, including the invalidated provision.

Section 12.10. Waiver. The failure of the Association or any Owner to enforce any right under this Amended and Restated Declaration upon any occasion shall not be deemed a waiver of such right on any subsequent occasion(s). The waiver, either express or implied, by the Association or any Owner of any of the rights, terms or conditions in this Amended and Restated Declaration shall not be deemed as or constitute a waiver of any other rights, terms or conditions in this Amended and Restated Declaration. Any waiver, in order to be valid and effective, must be in writing.

Section 12.11. Notice. Any notice or demand required or permitted by this Amended and Restated Declaration shall be in writing and shall be hand-delivered or sent by United States first class mail, postage prepaid, to the address of the Owner of the Lot(s) to receive notice at the address provided by the Owner for that purpose to the secretary of the Association. If the Owner



fails to provide an address to the secretary, notice shall be sent to the address of the Owner specified in the deed recorded in the real property records of Mesa County, Colorado by which that Owner took title and to the street address of that Lot, if any.

Section 12.12. Section Headings. The article and section titles and headings used in this Amended and Restated Declaration are for identification purposes only and shall not be utilized to interpret or construe the provisions of this Amended and Restated Declaration, which shall remain in full force and effect.

Section 12.13. Binding Effect. The provisions of this Amended and Restated Declaration shall be binding upon and for the benefit of each Owner, and each and all of their heirs, personal representatives, successors in interest, and assigns.

Section 12.14. No Rights Given to the Public. Except as provided in Section 9.03, nothing contained in this Amended and Restated Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose.

Section 12.15. Applicability of Governmental Regulations. The covenants, conditions and restrictions contained in this Amended and Restated Declaration are separate and distinct from any zoning, building or other law, ordinance, rule or regulation of Mesa County or of any governmental authority having jurisdiction over the Property that now or in the future may contain different requirements from or in addition to those contained in this Amended and Restated Declaration or that may prohibit uses permitted in it or permit uses prohibited in it. In the event of any conflict between the provisions of this Amended and Restated Declaration and the provisions of any such law, ordinance, rule or regulation, the Owner must first comply with all governmental laws, ordinances, rules and regulations and then, to the extent possible, the Owner must comply with these covenants, conditions and restrictions unless such compliance would result in a violation of such law, ordinance, rule or regulation, in which case, upon a finding that compliance with this Amended and Restated Declaration would result in such a violation, the ACC shall waive any such covenant, condition or restriction to the extent it results in such a violation and, in connection with such waiver, the ACC may impose such conditional covenants, conditions and restriction as may be necessary to carry out the intent of this Amended and Restated Declaration.

(End of Declarations)

(HOA President Certification page and Exhibits or Attachments, as applicable to follow)

Exhibit A: Filing 6 (three pages)

Exhibit B: Filings 1-5 (five pages)

Attachment 1: Letter of Current HOA Presidents certifying results of Merger Ballot



I, Kevin D. Keenan, as the duly elected president of the Country Meadows Homeowners Association, hereby certify that this Amended and Restated Declaration was duly approved by a vote of the Owners of Lots, as evidenced by attachment 1.

I further certify that the foregoing is a true and accurate version of said duly approved Amended and Restated Declaration, except for the changes identified in the Recitals hereto, and other similar language that became moot upon approval by all six (6) filings of Country Meadows Subdivision.

COUNTRY MEADOWS HOMEOWNERS ASSOCIATION  
2014

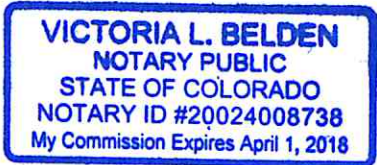
By: *Kevin D. Keenan*

STATE OF COLORADO    )  
  )ss  
COUNTY OF MESA        )

Subscribed and sworn to before me the 21 day of August, 2014, by Kevin D. Keenan, president of Country Meadows Homeowners Association 2014.

WITNESS my hand and official seal.  
My commission expires: 4.1.18

*Victoria L. Belden*  
Notary Public





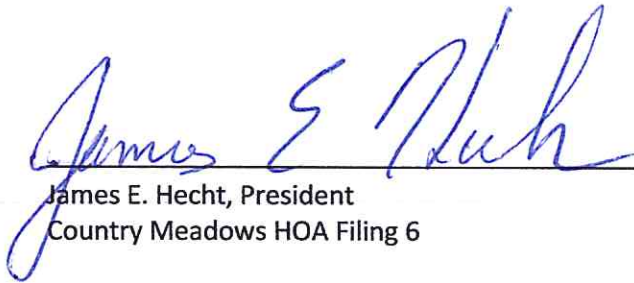
Attachment 1: Letter of Current HOA Presidents certifying results of Merger Ballot

August 19, 2014

To whom it may concern,

All members of Country Meadows HOA Filings 1-6 were provided ballots on June 2, 2014 on which they could vote their preference, "yes or no" to merge Filings 1-5 with Filing 6. On June 30, 2014, the ballots were counted and 78% of Filings 1-5 owners voted "yes" to the question. 100% of Filing 6 owners voted "yes" to the question.

Respectfully Submitted,



James E. Hecht, President  
Country Meadows HOA Filing 6

date: August 19, 2014



Kevin D Keenan, President  
Country Meadows HOA Filings 1-5

date: August 19, 2014







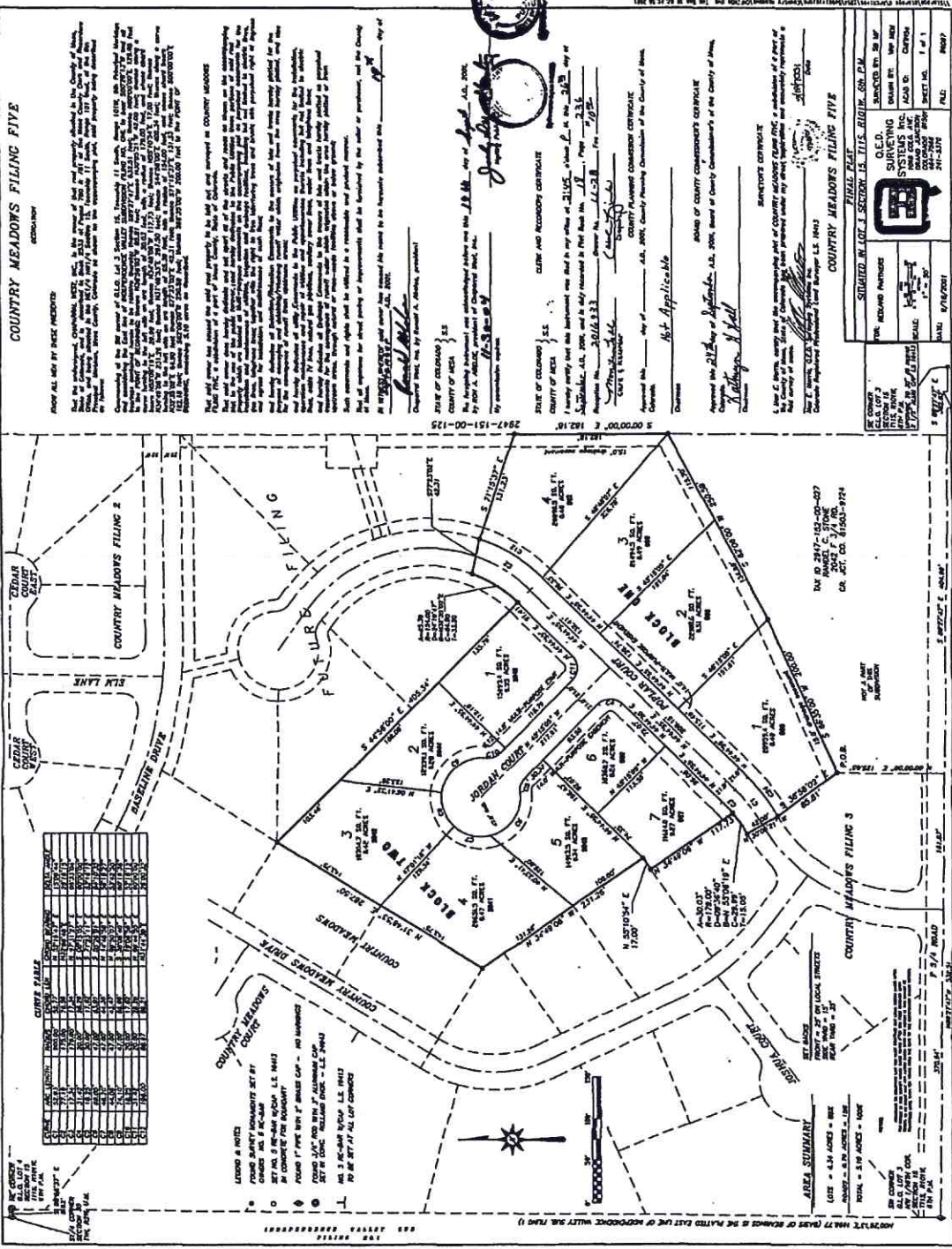












**COUNTRY MEADOWS FILING FIVE**  
 COUNTY OF MESA  
 STATE OF COLORADO

PLAT NO. 2539044, BK 5032, PG 53

THIS PLAT WAS PREPARED BY THE SURVEYOR AND THE COUNTY CLERK AND RECORDER HAVE REVIEWED THE SAME AND FIND IT TO BE CORRECT AND ACCURATE IN ACCORDANCE WITH THE REQUIREMENTS OF THE COLORADO SURVEYING ACT.

DATE OF RECORDING: 07/14/2010

RECORDED BY: JANICE RICH, CLERK AND RECORDER

**CLERK AND RECORDER CERTIFICATE**

I, Janice Rich, Clerk and Recorder of the County of Mesa, State of Colorado, do hereby certify that the foregoing plat is a true and correct copy of the original as filed in my office on the 14th day of July, 2010, and is duly recorded in Plat Book No. 5032, Page 53.

WITNESSED my hand and the seal of the County of Mesa, State of Colorado, at the City of Mesa, Colorado, this 14th day of July, 2010.

\_\_\_\_\_  
 Janice Rich  
 Clerk and Recorder

**FINAL PLAT**  
**COUNTRY MEADOWS FILING FIVE**

PREPARED BY: G.E.D. SURVEYING SYSTEMS, INC.  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202

DATE: 07/14/2010

SCALE: 1" = 20'

PLAT NO.: 2539044

BK: 5032

PG: 53

Exhibit A: Filing 6 (three pages)

**EXHIBIT A**

A PARCEL OF LAND SITUATED IN LOT 3 OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 101 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF LOT 4 OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 101 WEST OF THE 6TH PRINCIPAL MERIDIAN TO BEAR N00 degrees28'13"E AND ALL OTHER BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO; COMMENCING AT THE NORTHEAST CORNER OF LOT 4 OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 101 WEST OF THE 6TH PRINCIPAL MERIDIAN,

THENCE S89 degrees55'51"E 928.85 FEET;

THENCE S00 degrees01'17"W 202.66 FEET TO THE SOUTHEAST CORNER OF COUNTRY MEADOWS FILING TWO, BEING THE POINT OF BEGINNING;

THENCE S00 degrees01'17"W 577.45 FEET;

THENCE S62 degrees06'00"W 250.71 FEET;

THENCE S66 degrees35'00"W 200.00 FEET TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK ONE OF COUNTRY MEADOWS FILING THREE;

THENCE ALONG THE EASTERLY BOUNDARY OF COUNTRY MEADOWS FILING THREE THE FOLLOWING 6 COURSES AND DISTANCES:

(1) N36 degrees58'02"W 85.81 FEET;

(2) N30 degrees05'21"W 42.00 FEET;

(3) 30.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 179.00 FEET AND WHOSE LONG CHORD BEARS N55 degrees06'19"E 29.99 FEET;

(4) N34 degrees49'06"W 117.73 FEET;

(5) N55 degrees10'54"E 17.00 FEET;

(6) N34 degrees49'06"W 231.26 FEET TO THE SOUTHEAST CORNER OF COUNTRY MEADOWS SUBDIVISION;

THENCE N31 degrees48'53"E 448.28 FEET ALONG THE BOUNDARY OF COUNTRY MEADOWS SUBDIVISION TO THE CORNER OF COUNTRY MEADOWS FILING TWO;

THENCE 169.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 522.00 FEET AND WHOSE CHORD BEARS S81 degrees01'27"E 169.13 FEET;

THENCE N89 degrees39'10"E 235.31 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN COUNTRY MEADOWS FILING FIVE, COUNTY OF MESA, STATE OF COLORADO.



NE CORNER  
 G.L.O. LOT 4  
 SECTION 15  
 T11S, R101W,  
 6TH P.M.  
 ELEV.=4608.94  
 S 89°56'37" E  
 9.92'  
 S1/4 CORNER  
 SECTION 35  
 T11N, R27W, U.M.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LEN	CHORD BEARING	DELTA ANGLE
C1	175.00	227.50	211.81	S17°45'50"E	74°29'01"
C2	522.00	120.82	120.55	S78°19'54"E	13°15'40"
C3	522.00	49.06	49.04	S87°39'17"E	05°23'06"
C4	154.00	202.73	188.40	S17°17'36"E	75°25'30"
C5	20.00	18.25	17.62	S81°08'27"E	52°16'12"
C6	47.00	88.30	75.88	S53°27'08"E	107°38'49"
C7	47.00	62.83	58.25	N38°40'00"E	76°35'27"
C8	47.00	82.28	72.17	S52°53'13"E	100°18'08"
C9	20.00	18.25	17.62	S28°52'15"E	52°16'12"
C10	196.00	45.18	45.08	S48°24'09"E	13°12'24"
C11	196.00	88.26	87.51	S28°53'58"E	25°47'58"
C12	196.00	118.84	117.03	N01°22'12"E	34°44'22"

A=169.88'  
 R=522.00'  
 D=18°38'45"  
 B=581°01'27"  
 C=169.13'  
 T=85.70'

- LEGEND & NOTES
- FOUND SURVEY MONUMENTS SET BY OTHERS NO. 5 RE-BAR
  - RECOVERED NO. 5 RE-BAR W/CAP L.S. 16413 IN CONCRETE FOR BOUNDARY
  - ⚡ FOUND 1" PIPE WITH 2" BRASS CAP - NO MARKINGS
  - ⊙ FOUND 3/4" ROD WITH 3" ALUMINUM CAP SET IN CONC. ROLLAND ENGR. - L.S. 24943
  - ⊥ NO. 5 RE-BAR W/CAP L.S. 30111 TO BE SET AT ALL LOT CORNERS

INDEPENDENCE VALLEY SUBDIVISION



N00°28'13"E 1098.77' (BASIS OF BEARINGS IS THE PLATTED EAST LINE OF INDEPENDENCE VALLEY SUB. FILING 1)

Per Colorado Statute Number JB-51-105(1)  
 all linear units used on this plat are U.S. Survey Feet.

AREA SUMMARY

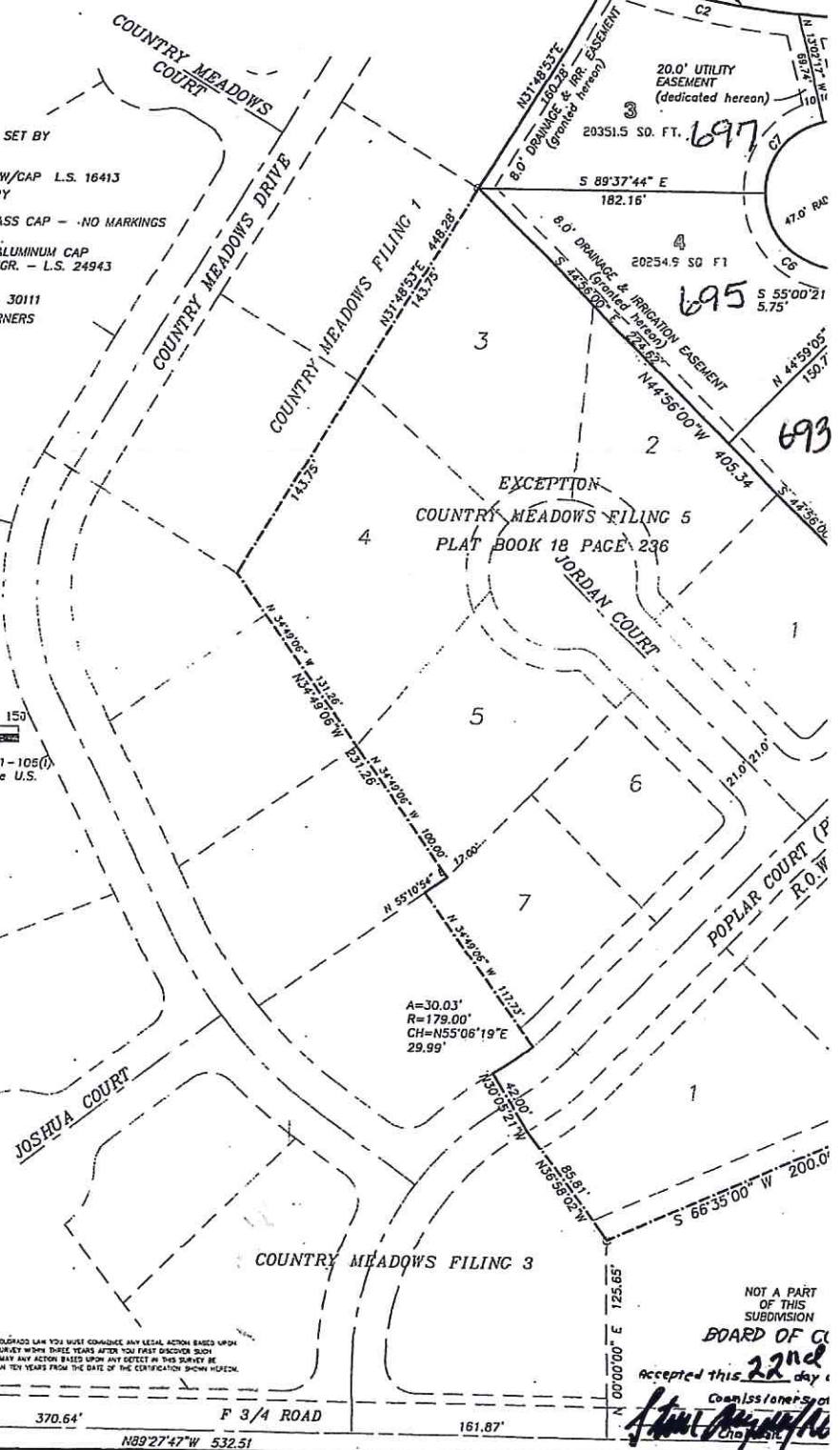
LOTS = 2.93 ACRES = 100%

TOTAL = 2.93 ACRES = 100%

SW CORNER  
 G.L.O. LOT 3  
 NW 1/16TH COR.  
 SECTION 15  
 T11S, R101W,  
 6TH P.M.

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMRAISE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMRAISED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



NOT A PART  
 OF THIS  
 SUBMISSION  
 BOARD OF CL  
 Accepted this 22nd day  
 of \_\_\_\_\_  
 Commissioners of  
 State of Colorado

370.64' F 3/4 ROAD 161.87'

N89°27'47"W 532.51'

**COUNTRY MEADOWS FILING SIX**

Part of Lot 7, Section 15, Township 11 South, Range 101 West, of the 6th P.M., Mesa County, Colorado

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BARBARA M. HECHT and JAMES E. HECHT, are the owners of that real property situated in the County of Mesa, State of Colorado, and is described in Book 4980 of Page 842 of the Mesa County Clerk and Recorder's Office, and being situated in the NE1/4 NW1/4 Section 15, Township 11 South, Range 101 West, of the 6th Principal Meridian, Mesa County, Colorado as shown on the accompanying plat, said property being described as follows:

A parcel of land situated in LOT 3 OF Section 15, Township 11 South, Range 101 West of 6th Principal Meridian being described as follows:

Considering the East line of Lot 4 of said Section 15, Township 11 South, Range 101 West of the 6th Principal Meridian to bear N00°28'13"E and all other bearings contained herein to be relative thereto; Commencing at the Northeast corner of Lot 4 of Section 15, Township 11 South, Range 101 West of the 6th Principal Meridian; thence S89°55'51"E 928.85 feet; thence S00°01'17"W 202.66 feet to the Southeast corner of Country Meadows Filing Two, being the Point of Beginning; thence S00°01'17"W 577.45 feet; thence S62°06'00"W 250.71 feet; thence S65°35'00"W 200.00 feet to the Northeast corner of Lot 1 in Block one of Country Meadows Filing Three; thence along the Easterly boundary of Country Meadows Filing Three the following 6 courses and distances: (1) N36°58'02"W 85.81 feet; (2) N30°05'21"W 42.00 feet; (3) 30.30 feet along the arc of a curve to the right with a radius of 179.00 feet and whose long chord bears N55°08'19"E 29.99 feet; (4) N34°49'06"W 117.73 feet; (5) N55°10'54"E 17.00 feet; (6) N34°49'06"W 231.28 feet to the Southeast corner of Country Meadows Subdivision; thence N31°48'53"E 448.28 feet along the boundary of Country Meadows Subdivision to the corner of Country Meadows Filing Two; thence 169.88 feet along the arc of a curve to the left, with a radius of 522.00 feet and whose chord bears S81°01'27"E 169.13 feet; thence N89°39'10"E 235.31 feet to the Point of Beginning; EXCEPTING THEREFROM that portion thereof lying within Country Meadows Filing Five, AND EXCEPTING THEREFROM that portion thereof conveyed to Mesa County in instrument recorded February 24, 2011 in Book 5127 at Page 836.

That said owners have caused the said real property to be laid out and surveyed as COUNTRY MEADOWS FILING SIX, a subdivision of a part of Mesa County, State of Colorado.

That said owners do hereby dedicate to the Public Utilities those portions of said real property which are labeled as Multi-purpose easements on the accompanying plat as perpetual easements for the installation and maintenance of utilities, irrigation and drainage facilities, including but not limited to electric lines, gas lines, telephone lines, together with the right to install, interfere trees and brush; with perpetual right of ingress and egress for installation and maintenance of such lines;

and hereby dedicates all utility Easements to the Public Utilities as perpetual easements for the installation, operation maintenance and repair of utilities and appurtenances thereto including but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines and telephone lines; and hereby grant all Drainage and Irrigation Easements to the owners of lots and tracts hereby platted as perpetual easements for the conveyance of runoff water which originates within the area hereby platted or from upstream areas, through natural or man-made facilities above or below ground;

Such easements and rights shall be utilized in a reasonable and prudent manner.

That all expenses for street paving or improvements shall be furnished by the seller or purchaser, not the County of Mesa.

IN WITNESS WHEREOF said owners have caused their names to be hereunto subscribed this 20th day of May A.D., 2013.

Barbara M. Hecht James E. Hecht  
BARBARA M. HECHT JAMES E. HECHT

STATE OF COLORADO }  
COUNTY OF MESA } S.S.

The foregoing instrument was acknowledged before me this 20 day of May A.D., 2013, by BARBARA M. HECHT AND JAMES E. HECHT.

My commission expires: 3/16/2016 John A. Cooper  
Notary Public

**ENCUMBRANCES RATIFICATION AND APPROVAL**

The undersigned financial institution holds a first deed of trust on the herein described real property and hereby ratifies and approves this map of COUNTRY MEADOWS FILING SIX

By: Book 5477 P. 304 Reception # 2655724 on 5/23/2013  
WELLS FARGO

STATE OF COLORADO }  
COUNTY OF MESA } S.S.

The foregoing encumbrancer's ratification and approval was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_, 2013 A.D.  
My commission expires \_\_\_\_\_ Notary Public \_\_\_\_\_

**CLERK AND RECORDERS CERTIFICATE**

STATE OF COLORADO }  
COUNTY OF MESA } S.S.

I hereby certify that this instrument was filed in my office at 3:04 o'clock P. M. this 23rd day of

May A.D., 2013, and is duly recorded in Plat Book No. 5477, Page 309

Reception No. 2655729 Drawer No. 22-25 Fee 10.00 1.00

Sheila Reiner Stanley E. Morris  
MESA COUNTY Clerk & Recorder SURVEYOR'S CERTIFICATE

I, DAVID MAX MORRIS, CERTIFY THAT THIS PLAT OF COUNTRY MEADOWS FILING SIX, A SURVEY OF A PART OF THE COUNTY OF MESA, STATE OF COLORADO HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION, AND THE INFORMATION SHOWN HEREON IS BASED ON THIS SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED. I FURTHER CERTIFY THAT THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND THE LAWS OF THE STATE OF COLORADO.

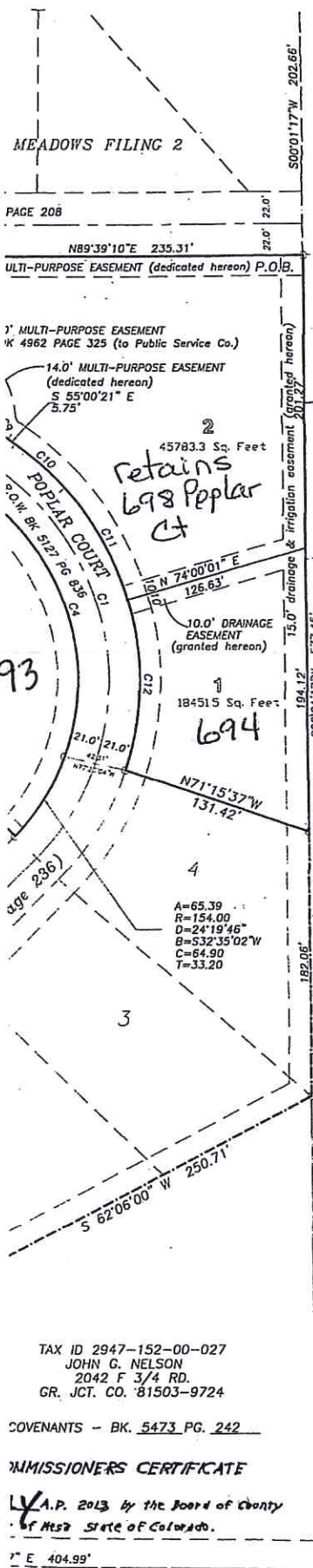
David Max Morris  
Colorado Registered Professional Land Surveyor L.S. 30111  
5-13-13

MCP NO. C58-99

**COUNTRY MEADOWS FILING SIX**

Part of Lot 7, Section 15, Township 11 South, Range 101 West, of the 6th P.M., Mesa County, Colorado

FOR: HECHT	 Q.E.D. SURVEYING SYSTEMS, Inc. 2718 Sierra Vista Rd Grand Junction, CO 81503-2332 Fax: 241-7025	SURVEYED BY: DMH
SCALE: 1" = 50'		DRAWN BY: MEM
DATE: 5/13/13		ACAD ID: CMFN6rev
		SHEET NO. 1 of 1
		FILE: 2013-027



TAX ID 2947-152-00-027  
JOHN G. NELSON  
2042 F 3/4 RD.  
GR. JCT. CO. 81503-9724

COVENANTS - BK. 5473 PG. 242

COMMISSIONERS CERTIFICATE  
LY.A.P. 2013 by the Board of County  
of Mesa State of Colorado.

SE CORNER  
G.L.O. LOT 3  
SECTION 15  
T11S, R101W,  
6TH P.M.  
30" REBAR  
2 1/2" ALUM CAP LS 16413

S 89°27'47" E  
382.62'