



Granite Falls HOA
2184 ¾ Granite Falls Avenue
Grand Junction, CO 81502
Email: granitefallshoa8@gmail.com
Website: granitefallshoa.com

Dear Neighbor,

Welcome to the neighborhood. So happy you are here. You have chosen a wonderful place to call home. Please watch for announcements on our www.granitefallshoa.com. We occasionally send information via your homeowner emails throughout the year as well as HOA fee invoices.

If you have been here for a while, the information that follows may be familiar. If you have just moved here, we know you may be busy with closing the house and moving in, but we want to let you know you can reach out to if you have any questions.

The Granite Falls website is where you can find answers to almost any question you have about our neighborhood. It has the notices of events and governing documents, etc.

If you need to contact the board, the members are:

Todd Sanders, President
Sandy Rhoades, Vice President
Amy Mohler, Secretary
Rita Felde, Treasurer
Jeff Howard, Member at Large

You can contact the HOA Board through their email address which is:
granitefallshoa8@gmail.com

If you are considering a change to your fence or landscape, you will need to submit a drawing with all the pertinent information to the drcgranitefalls@gmail.com for review. The HOA website has a folder called New Homeowners Packet. The folder has a checklist and other applicable information for you to read and fill out for submission.

The Design Review Committee will need a drawing and checklist filled and sent to the DRC:

1. Submit plan drawing that will print on 8 ½ x 11 sheets of paper.
2. Please fill out the checklist with all the applicable information. This is on the Website under New Homeowners Packet.
3. No trees may be taller than twenty feet at maturity. Homeowner's will required to top trees that exceed twenty feet.
4. If you are using Redlands Water for irrigation you must have a pump not to exceed 1hp.

Since our Granite Falls communication is through emails, please share your contact information (name, address, and good phone number and email). Pleased send this information the Granite Falls email address granitefallshoa@gmail.com.

Again, welcome to our neighborhood! We cannot wait to meet you.

Granite Falls HOA

Granite Falls Subdivision Information

HOA BOARD EMAIL: granitefallshoa8@gmail.com

WEBSITE: granitefallshoa.com

LANDSCAPE DESIGN REVIEW EMAIL: drcgranitefalls@gmail.com

GRANITE FALLS NEWSLETTER EMAIL: granitefallsnews@gmail.com

HOA MAILING ADDRESS:

Granite Falls HOA

2184 ¾ Granite Falls Avenue

Grand Junction, CO

81507

Granite Falls HOA Committees

HOA Board

Todd Sanders, President

Sandy Rhoades, V. President

Amy Mohler, Secretary

Rita Felde, Treasurer

Jeff Howard, Member at Large

Granite Falls HOA Committees

DRC Design Review

drcgranitefalls@gmail.com

Sandy Rhoades, Chair

Barry Siel

Bob Mohler

Sam Marutzky

Tracy Larsen



Granite Falls DRC
2184 ¾ Granite Falls Avenue
Grand Junction, CO 81502
Email: drcgranitefalls@gmail.com
Website: granitefallshoa.com

Landscape & Fence Requests
Property Owner:

This letter is to ask you to provide the following documents for our review of you landscape & fence review.

We ask for as plat drawing for your landscape or fence. The plat needs to be on an 8 ½ x 11" paper. Do not submit photographs (jpg.). We are also asking for the checklist provided in this folder on the website to be included with the plat drawing. All this information is necessary for a quick but thorough review.

No trees may be over twenty feet at mature height or trees that impede viewpoints of neighboring lots. Neighbors will be asked to trim tops if you have trees that are above the excepted height.

If your landscaping plan includes a personal watering system tapping into the irrigation water system must include a pump, not more than 1 horsepower. Please refer to the Design Review Guidelines on our HOA website.

Granite Falls Landscape Design Request Form

Please email your form & Plat layout to drcgranitefalls@gmail.com

Homeowner's Name: _____
 Homeowners Contact Email Address: _____

Note: Homeowners Information will not be made public unless given permission to the HOA.

Homeowner's Phone#: _____

<u>House #</u>	<u>Lot #</u>	<u>Street Address</u>
(9999)ex.	(111)ex.	(Granite Falls Alley) example

Landscape Name: _____ or Builder Phone#: _____

Landscape Business Email: _____ Landscape Business Address: _____

Start Date: _____ Completion Date: _____

Irrigation Information (Please show on Plat Map)

Irrigation Type	<u>Choose One</u>	Irrigation Pump 1 HP is required if using canal irrigation	Irrigation Yes/No
Domestic:	_____ (Show lines on Plat)		Yes: _____
Canal Irrigation:	_____ (Show lines on Plat)		No: _____
Both:	_____ (Show lines on Plat)		

Property Fencing

Type of Fencing	Select Below	Fence Color	** (NO WHITE FENCES) **
Vinyl:	_____ Show on plat map		Tan: _____
Metal:	_____ Show on plat map		Dark Brown: _____
Split Rail with Wire:	_____ Show on plat map		Stained (Earth Tone): _____
Wood:	_____ Show on plat map		Painted (Earth Tone): _____
			Rusted: _____

****Fence Posts must be hand dug if near Subdivision Irrigation lines.****

****All development perimeter fencing is required to match the fence along South Camp in material and color.****

Landscape Features must be shown on the Plat Map

<u>Yes/No</u>		<u>Landscape Features</u>	
Retaining Wall _____	# of Walls _____	Berms: _____	Choose Yes/No
Height of Retaining Walls: _____		Number of Berms: _____	
Location of Retaining Walls: _____		Heights of the Berms: _____	Size and Height must meet DRG requirements
Show on Plat _____		Lengths of the Berms: _____	If more than one please use an additional sheet
Type of Material used for Retaining Walls: _____		Berm Locations: _____	If more than one please use an additional sheet
Drainage for the wall: (Yes/No) _____		Show on the Plat _____	

Note: Retaining Walls and Berms shall not adversely affect the drainage of the lot. It is the Homeowner and the Landscaper who is responsible for the proper drainage upon completion of the project.

Ground Landscape Materials

Check all that is applicable

Gravel: _____ Color of Gravel: _____ Color of Gravel: _____
 Crushed Rocks: _____ Color of Rock _____
 Grass: _____ Material: _____ Type of Grass Sod or Astro Turf: _____
 Seed: _____
 # of _____
 Stones/Boulders: _____ Stones/Boulders: _____ (larger than gravel)

Hard Surfaces	Choose all that applies	(Concrete, Pavers, Stones, Gravel)	Dimensions in Feet for the hard surfaces	
Sidewalks: _____	Material: _____	Size: _____	_____	Show on the plat
Deck/Patio: _____	Material: _____	Size: _____	_____	Show on the plat
RV Pad: _____	Material: _____	Size: _____	_____	Show on the plat
Hot Tub Pad: _____	Material: _____	Size: _____	_____	Show on the plat
Pool: _____	Material: _____	Size: _____	_____	Show on the plat

Additional Pool Information

Inground/Above: _____ Saltwater: _____
 _____ Chlorine: _____
 Fresh Water/Chlorine: _____

Water Features

Waterfall: _____ Pump: _____ Waterfall Size: _____
 Ornamental Pond: _____ Pump: _____ Ornamental Pond size: _____
 Bubbling Rock: _____ Pump: _____

Please indicate if the Waterfall/and or Pond will be using Canal or Domestic Water. Show all water features on the Plat.

****Note: Shed or Outbuildings are required to match the exterior of the home. The buildings are required to be placed at the rear of the primary property per DRG guidelines.****

Additional Buildings on Site

Yes/No		Size: _____	Show on the Plat	Location: _____
Pergola: _____		_____	_____	shown on the plat drawing
Shed: _____		_____	_____	_____

****Drainage: It is the responsibility of the Landscaper and Homeowner to create positive drainage of the property to the street.****

Yes/No	Location	Type of Drainage:	Size of Drains/Trenches
Additional Drainage: _____	Positions on Plat: _____	French/Trench	_____
Additional Drainage: _____	Positions on Plat: _____	French/Trench	_____
Additional Drainage: _____	Positions on Plat: _____	French/Trench	_____
Additional Drainage: _____	Positions on Plat: _____	French/Trench	_____

****Trees: (not to exceed 20' at maturity) or you will be asked to trim to accommodate the tree guidelines per DRG (Design Review Guidelines) on the Granite Falls Website.****

Mark Yes/No	Total # of Trees/Bushes/Flowers/ Beds			
Trees: _____	# of Trees: _____ (provide Names)	(use additional sheets)	_____	Show on Plat
Bushes: _____	# of Bushes: _____ (provide Names)	(use additional sheets)	_____	Show on Plat
Flowers: _____	# of Flowers: _____ (provide Names)	(use additional sheets)	_____	Show on Plat
Raised Garden Beds: _____	# of Garden Beds: _____ (provide Names)	(use additional sheets)	_____	Show on Plat

****This information above can go on an additional sheet, this will allow us to follow the plat in a more affective way.****

****Location of Outbuildings and Accessory Structures****

Outbuildings and Accessory structures shall be to the rear of primary location and shall be subject to the same setbacks as the primary structure. Accessory structures including, but not limited to, hot tubs, in-ground and above-ground pools, trampolines, and permanent basketball hoops, decks and patios shall be placed to the rear of the primary structure and shall not encroach on any easement.

No Outbuilding or Accessory Structures shall be constructed prior to written approval from the Design Review Committee as to location, size, use and materials. Sheds shall resemble the primary structure in architectural style. Structures are subject to the same setbacks as the primary structure.

Additional information for the Landscaper and Homeowner

******After your landscape is finished any additional work to be added must go through the approval request process again. Example: Trees, Bushes, Hard Scapes, drainage, etc.******



This form will be on the HOA website: granitefallshoa.com

HOA website:	granitefallshoa.com	Information and forms	HOA Website has the DRG (Design Review Guidelines) giving more information for the Homeowner.
HOA Email:	granitefallshoa8@gmail.com	For communication to the board.	
HOA Mailing Address:	Granite Falls HOA, 2184 3/4 Granite Falls Avenue, Grand Junction, Colorado 81507		



*******Submit this form to the email address below for approval of you Landscape Design Concept*******

DRC (Design Review Committee) has our guidelines on the HOA Website for your review in the name of DRG Design Review Guidelines

DRC (Design Review Committee):	drcgranitefalls@gmail.com	Landscape Review submission for work to be approved and to be performed. The Plat with landscape and the form should be sent to this email address.
--------------------------------	--	---

Design Review Guidelines

Purpose

The guidelines set forth below are meant to enhance the Covenants in such way as to add detail and clarity for owners and builders preparing submittals to the Design Review Committee in preparation for building improvements on the lots of Granite Falls Subdivision and to give the Committee objective guidelines to be used in evaluating submittals. The guidelines may be amended as needed from time to time at the sole discretion of the Board of Directors of the Association.

I. Zoning, Bulk Standards, and Setbacks for Granite Falls Subdivision

a. Granite Falls Subdivision is located in the City of Grand Junction and is zoned RSF 2. All Buildings shall meet or exceed setbacks, standards and requirements shown on the plat.

b. Buildings shall be located on the Lots as indicated below: Minimum

Setbacks (Measured from the Property Line):

Standard Front 25'

Interior Side 7'

Provided that the combination of two side yard setbacks shall total a minimum of 20' with at least one of those side yard setbacks being not less than 7'

Exterior Side on street (corner lots) 20'

(right-of-way line and side property line are the same) Standard

rear 25'

II. Design Standards for Granite Falls Subdivision

1. General Requirements

- a. The ground floor area of the main structure on any Lot, exclusive of open porches and garages, shall not be less than one thousand eight hundred fifty (1,850) square feet, outside measurement; provided, however, the following exceptions shall be applicable:
- b. If said residence shall have a full basement, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than one thousand eight hundred fifty (1,850) square feet, outside measurement.
- c. If the residence shall have a second story, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than one thousand six hundred (1600) square feet, outside measurement, with a total living space on the first and second floor of two thousand (2000) square feet, outside measurement. The floor area of the second floor shall not be greater than eighty percent (80%) of the floor area of the ground floor, except that the Design Review Committee may waive this requirement at its sole discretion. The intent of this section is to promote buildings that are designed with more varied roof lines and architectural interest, and to discourage buildings that are designed as two story, boxy structures. The Design Review Committee shall have the right to deny approval of structures which meet the floor square footage requirements of this section, but do not in the opinion of the Committee meet the intent of this section.
- d. If the residence shall be a split-level residence, the greatest outside measurement, exclusive of open porches and garages, shall be used to determine the square footage and, therefore, different floor levels which are superimposed upon each other shall be included only once in such measurement.

- e. "Basement" as used herein shall mean a floor space, the floor of which is seven (7) feet or more below the grade of the surface at all exterior elevations of the Building. Floor space below the grade of the surface which is exposed four (4) feet or more at one or more of the exterior elevations, such as walkout basements, shall not be deemed basement structures. Split-level structures having a living
- f. No structure shall have three (3) stories, excluding basement as defined in Section III.3.4. Lots 76-78 inclusive and Lots 79-86 inclusive shall be limited to one story at ground level or one story with walkout basement.
- g. Each residence will include a double or triple car enclosed attached garage.
- h. Once the construction of a Building has begun, construction of the Building must be completed and a certificate of occupancy must be obtained within twelve (12) months.

2. Permitted Materials and Finishes

All exterior building materials used must be approved by the Design Review Committee.

a. Roofing

Only pre-textured composite asphalt shingles, tile roofing, metal roofing as provided below, or such other materials as approved by the Design Review Committee are permitted, except that membrane roofing such as asphaltic membranes, EPDM, hypalon, or equal may be used on low slope roof, of less than 3/12 pitch where the membrane is not visible from ground view, or if the membrane shall be completely covered with a ballast material so that the bare membrane is not visible this will qualify as an approved material. Metal roofing, such as Lokseam SL16 or 5V Crimp styles or similar may be used. Metal roofing styles the use of which would allow fasteners to be visible is prohibited.

b. Exterior Finishes

Exterior siding shall be of stucco, masonry including cultured stone, except that prefinished board and batten siding may be used in conjunction with cultured stone, masonry, or stucco. If board and batten siding is used some portion of the wall surfaces of the front elevation of the structure shall be cultured stone, masonry or stucco, or such other material as approved by the Design Review Committee. The wall surfaces of the front elevation of the structure are those which lie along the same general axis as the street and which are not immediately adjacent to a side or rear of the Lot. The use of four (4) foot by eight (8) foot sheet siding such as T- 111 is prohibited. Logs and log siding are prohibited.

c. Exterior Colors

The exterior color scheme must blend with the natural surroundings of the area. Garage doors shall be colored to blend and be complementary to the color scheme of the house.

d. Flashing and Sheet Metal

All exterior flashings, vent stacks, pipes, and sheet metal shall be colored to match the material to which they are attached or from which they project. Samples of material and colored chips are to be included at the time of planned submittal for the design review.

3. Outbuildings

a. Outbuildings shall be constructed of the same materials and exterior finishes as the primary structure and shall resemble the primary structure in architectural style. Location of outbuildings and accessory structures shall be to the rear of the primary structure and shall be subject to the same setbacks as the primary structure. No outbuildings shall be constructed prior to written approval from the Design Review Committee as to location, size, use and materials.

b. Accessory structures including, but not limited to, hot tubs, in-ground and above-ground pools, decks and patios shall be placed to the rear of the primary structure and shall not encroach on any easement. No accessory structures shall be constructed prior to written approval from the Design Review Committee as to location, size, use and materials.

c. Recreational vehicles, boats, campers, trailers, snowmobiles and vehicles used for business (other than passenger automobiles) may be stored behind a DRC-approved fence in a side yard on the garage side only, behind the front of the house, but not beyond the rear of the house, and no nearer than two (2) feet to any lot line. DRC-approved plantings or other screening may also be used to minimize public view.

4. Driveways

Driveways shall be surfaced with a hard surface such as concrete, asphalt, masonry pavers or similar materials

5. Exterior Lighting

Exterior lighting shall be shielded so as to shine light up or down in the vertical plane, but not allow light to shine out in the horizontal plane. Lighting for security may be accomplished by use of motion detectors or other sensors.

6. Fences

a. No fence shall be erected on a Lot without the prior approval of the Design Review Committee. The City of Grand Junction also requires an approved permit prior

to construction. Fences may not encroach on any Tract or open space. Fences erected on Lots 6 through 15 and Lots 75,76, 77, and 78, which abut Tract C or Tract B may not encroach on said Tracts, nor shall they encroach on the boundary of the 100-year flood plane as shown on the development plan of Granite Falls Subdivision.

- b. Perimeter fencing shall be limited to fences not exceeding six (6) feet in height and shall not extend beyond the front of the residential Building as approved by the DRC. Front yard perimeter fencing shall be fencing shall not exceed four (4) feet in height and shall be "open" fences. Open fences are defined as those which provide fence material at a ratio of two-thirds (2/3) open space to one-third (1/3) closed or solid space. For example, a split rail fence would meet this requirement. Wire mesh may be used for the purpose of containing household pets or small children to the Lot and may be attached to open fencing located on the Lot.
- c. In order to present a uniform appearance to our neighboring subdivisions Fences on Lots 6 through 15 and Lots 75, 76, 78, and 79 on the South Boundary, Lots 87 through 99 on the North boundary and shall be six (6) feet in height shall be built by the owners of the Lots and shall comply with materials, color, and style as shown on the Landscape Plan. Lots 100, 101, and Lots 1 through 5 along the East Boundary shall be six (6) feet in height will be built by the Developer and shall comply with the specifications and locations as set forth in the Landscape Plan. Generally speaking, the fence material is vinyl, the color of which is specified by the DRC, and the style is Post and Rail. These boundary fences must be completed within one year of obtaining a Certificate of Occupancy for the primary dwelling.
- d. Fences shall follow the natural grade of the land. Fence height for the purposes of this section shall be measured from the natural grade of the Lot exclusive of earth berms, retaining walls and similar artificial changes in the natural grade of the Lot.
- e. Fence Materials – All fences shall be of wood, masonry or other materials as approved by Design Review Committee, except as set forth in c. above.
- f. Fence Colors – Fence colors or finishes shall blend with the natural surroundings as approved by the DRC, except as provided in c. above.

7. Landscaping

- a. During the course of construction, all precautions shall be taken to provide for a minimum disturbance of the land. During the course of construction each Owner shall cause all trash and materials to be contained on site. Further, each Owner shall take steps to prevent dust from the site from impacting the surrounding Owners or residents of neighboring subdivisions.

- b. Each Owner shall grade, landscape and plant those portions of his Lot not graded, landscaped or planted on the date such Lot was first conveyed to the Owner by Declarant within one (1) year after receiving a Certificate of Occupancy (CO) of any Building on the Lot. All grading, landscaping, and planting performed on behalf of or conducted by the Owner shall be first approved by the Design Review Committee. The approval process begins with submittal of a Landscape/Fence Request form available on the website (www.granitefallshoa.com) prior to installation. In addition to the form, Owners requesting approval of plans for landscaping shall submit a site plan of the lot showing all easements present, the location of all structures, and the details of the plantings and hardscapes desired. All trees must be 20 feet or less in height at maturity to preserve the views of the Monument. The Design Review Committee will take the time needed to make a thorough review of the plans and/or request additional information. Once the DRC has the information it needs a decision shall be made within three calendar weeks.
- c. Each lot in Granite Falls Subdivision is subject to a grading and drainage plan designed by a Professional Engineer and approved by the City Development Engineer. No lot shall be "cut down" or the contours of the Lot altered materially without prior approval of the Project Engineer. A written communication from the Project Engineer, such as email or drawing, will need to be submitted to the Design Review Committee prior to the commencement of any work to alter the grading of the Lot. Consultation with Project Engineer is at Owner's expense. Re-grading work which adversely affects the grading and drainage of an adjacent Lot may cause Owner of the Lot where regrading is to take place additional expenses, such as for retaining walls and or other work, to address any negative impacts on adjacent Lots.
- d. Until such time as landscaping is accomplished, the Owners of vacant Lots shall be responsible for maintaining their Lots to be weed free as defined by City Ordinance, and shall maintain the storm water BMPs that were installed on the Lot at the time the Lot was purchased from Declarant or others
- e. If an Owner hires contractors or laborers to perform landscape work, it is the responsibility of the Owner of the Lot to manage the workers so as not to cause harm or nuisance to neighboring lots. Owners shall secure approval from Owners of vacant Lots prior to allowing workers to stage materials or equipment on a vacant Lot. It is the responsibility of the Owner to note on their landscape plan the location of any easements on their property. Irrigation lines running through the property shall be located and marked prior to fence construction as per the Association Plat maps and requesting private locate services at Owners expense. Only hand digging within five (5) feet of any line is allowed. If any irrigation lines are broken, the homeowner shall notify the HOA immediately. Irrigation system shutdowns for repair can be lengthy and a nuisance for all other Owners. There is a \$150.00 service fee for the shutdown and restarting of the irrigation system. This service fee shall be levied against the Owner of the Lot where the break occurred. Owners shall keep all areas of disturbance whether on their Lot or a staging Lot watered to prevent dust from being windblown. No sediment shall be permitted to leave the site and allowed to be deposited on sidewalks or in the gutters.

- f. All irrigation water shall be furnished to the property by the Association. All Owners of Lots with lawns shall be required to install sprinkler systems to maintain their lawns. The Association shall have the right to limit the use of irrigation water as it determines in its sole discretion to the Lots and Common Elements and may institute and enforce rules regarding which days irrigation may be used for any given Lot. All Owners using water furnished by the Association are required to install a pump, not to exceeding one horsepower, so as not to overtax the Association pump.

- g. Once landscaping has been installed in accordance with the approval of the Design Review Committee it shall not be changed from its appearance except by permission of the DRC. All vegetation shall be properly cultivated (including watering) and neatly trimmed. Should the Owner of any Lot fail to comply with landscaping guidelines as set forth herein, the Association may, at its sole discretion, cause such landscaping to be completed upon subject Lot and assess the Owner for all costs incurred.



Governing Body Colorado Common Interest Ownership Act CCIOA

Guidelines for Solar

ps. This is what CCIOA says:

Your installer will work with the city and Xcel to gain Permits and meet their requirements. Our suggestions are:

Place the panels on the roof only or Place the panels flat on the roof.

38-33.3-106.7. Unreasonable restrictions on energy efficiency measures - definitions. (1) (a) Notwithstanding any provision in the declaration, bylaws, or rules and regulations of the association to the contrary, an association shall not effectively prohibit the installation or use of an energy efficiency measure.

(b) As used in this section, "energy efficiency measure" means a device or structure that reduces the amount of energy derived from fossil fuels that is consumed by a residence or business located on the real property. "Energy efficiency measure" is further limited to include only the following types of devices or structures:

(I) An awning, shutter, trellis, ramada, or other shade structure that is marketed for the purpose of reducing energy consumption;

(II) A garage or attic fan and any associated vents or louvers;

(III) An evaporative cooler;

(IV) An energy-efficient outdoor lighting device, including without limitation a light fixture containing a coiled or straight fluorescent light bulb, and any solar recharging panel, motion detector, or other equipment connected to the lighting device;

(V) A retractable clothesline; and

(VI) A heat pump.

(2) Subsection (1) of this section shall not apply to:

(a) Reasonable aesthetic provisions that govern the dimensions, placement, or external appearance of an energy efficiency measure. In creating reasonable aesthetic provisions, common interest communities shall consider:

(I) The impact on the purchase price and operating costs of the energy efficiency measure;

(II) The impact on the performance of the energy efficiency measure; and (III) The criteria contained in the governing documents of the common interest community.

(b) Bona fide safety requirements, consistent with an applicable building code or recognized safety standard, for the protection of persons and property.

(3) This section shall not be construed to confer upon any property owner the right to place an energy efficiency measure on property that is:

(a) Owned by another person;

(b) Leased, except with permission of the lessor;

(c) Collateral for a commercial loan, except with permission of the secured party; or (d)

A limited common element or general common element of a common interest community.

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GRANITE FALLS SUBDIVISION**

This **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRANITE FALLS SUBDIVISION** First Amendment to ("Second Amendment") is made and declared this 31 day of August, 2023, by the undersigned Director of the Granite Falls Homeowners Association, Inc. ("Association") who by signing below certifies that at least fifty-one percent (51%) of the owners of lots within Granite Falls Subdivision voted to approve and adopt this Second Amendment, as required pursuant to Article VIII, Section 8.4 of the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision.

RECITALS:

A. Granite Falls Subdivision was created by the recordation of the Granite Falls Subdivision plat in the records of the Clerk and County Recorder of Mesa County, Colorado on June 1, 2018 under Reception #2842589 (the "Plat") and as supplemented by the following replats of the Property: Granite Falls Filing Two recorded under Reception No. 2871161, Granite Falls Filing Three recorded under Reception No. 2929321, and Granite Falls Filing Four recorded under Reception No. 2980938, and by recordation of the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision under Reception No. 2842592 in the records of the Mesa County Clerk and Recorder ("Declaration"). The Declaration was amended on February 28, 2019, by recordation of the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision under Reception No. 2871281 in the records of the Mesa County Clerk and Recorder.

B. The property that is subject to this Second Amendment is all of the Property as described on the Declaration (the "Property").

C. Granite Falls Subdivision consists of 104 residential lots and common property as described and depicted in the Plat and Declaration.

D. The Declaration can, by its terms, be amended by affirmative vote of 51% of the lot owners / members of the Association, pursuant to Article VIII, Section 8.4 thereof.

E. An association of members has been organized as a Colorado nonprofit corporation in accordance with the Colorado Nonprofit Corporation Act under the name of Granite Falls Homeowners Association, Inc. ("Association").

F. The Association, acting by and through its Board of Directors, recommended, and the members/Lot Owners voted to approve, the amendments to the Declaration as set forth herein.

G. No provisions other than those expressly set forth below are amended, modified, terminated, restricted, or limited hereby, and all other provisions of the Declaration are intended to remain in full force and effect.

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

Subsection 3.1(j) is amended to provide as follows in its entirety:

(j) Signs and Advertising. No commercial signage, including without limitation any poster, billboard or advertising device of any kind, shall be allowed to be displayed on any Lot. "Commercial signage" shall not include signs that may be required by legal proceedings, signs as may be required for traffic control, "for sale" or "for rent" signs by Owners not exceeding six (6) square feet in connection with the sale or lease of a lot and address identification affixed to the exterior of a Building or painted on the curb. Other signage is limited as follows: no more than one sign, no greater in size than two (2) feet by two (2) feet, shall be placed upon any Lot at any given time. Such signage shall not be placed in such a manner as to cause a sight-distance problem for pedestrians or vehicles.

Section 3.6 is amended to state as provide in its entirety:

3.6 Landscape Requirements. Each Owner shall landscape the front and backyard of their Lot within one year after receiving a Certificate of Occupancy (CO) of any Building on the Lot. If weather does not permit compliance with this deadline, the Owner may request an extension of time from the DRC, which extension shall not be unreasonably withheld. Should the Lot Owner fail to comply with the landscaping guidelines set forth herein, the Association may, at its sole discretion, cause such landscaping to be completed at the Owner's expense, and assess such Owner for such costs under article 5.4.

Subsection 5.7(d) is amended to provide as follows in its entirety:

(d) Penalty: Beginning with the second month of delinquency, interest at the maximum rate allowed under the ACT will be added to all delinquent amounts each month until payments are current.

Section 6.1 is amended to provide as follows, in its entirety:

6.1 Establishment of the DRC. The Association shall establish and maintain the DRC, consisting of at least three (3) Members, each of whom shall be appointed and removed by the Executive Board of the Association from time to time in its discretion. The DRC and the members thereof shall not be liable for damage to any Person submitting requests for approval or to any Owner within the Property by reason of any act, omission, approval, disapproval or failure to

approve or disapprove with regard to any request. The actions of the DRC shall be deemed conclusively binding upon the Owners.

Section 6.2 is amended to provide as follows, in its entirety:

6.2 Guidelines and Standards. The DRC shall establish, and from time to time amend, rules, procedures, standards, guidelines and requirements, including design standards and guidelines, governing the review and approval of landscaping, fencing, and all Improvements proposed for new construction or the restoration or modification of existing construction within the Subdivision consistent with this Declaration, subject to the review and approval by the Board of Directors of the Association.

Section 6.3 is amended to provide as follows, in its entirety:

6.3 Submission of Plans. Prior to the commencement of any work to accomplish any proposed Improvement, the Owner proposing such Improvement shall submit such plans, designs, drawings, specifications and samples as the DRC shall require pursuant to its design and development standards and guidelines, which shall include foundation design approved by an engineer licensed in Colorado based upon a lot specific soils test, and which shall include but which are not necessarily limited to the following: construction plans and specifications, including floor plan and exterior elevations; site plan of house to be built on the Lot; sample of exterior colors; sample of trim and soffit colors; sample of exterior lighting; sample of roofing materials; landscape plan, including sprinkler system, drainage and grading; and application for DRC approval in the form required by the DRC.

Section 8.6 is amended to provide as follows, in its entirety:

8.6 Notice. Except where otherwise specifically required by the Act, notice of matters affecting Lot Owners may be given to such Owners by electronic communication (email) if the Owner has provided such contact information, or mailing such notice by first class mail to the last address provided by the Owner to the Association. If no address had been provided by Owner, such notice shall be mailed to the address of Owner's Lot.

No provisions other than those specifically set forth above are amended hereby, and all other provisions not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hand:

CERTIFICATION OF VOTES:

I hereby certify that the foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision was presented to the members of the Granite Falls Homeowners Association, Inc., and was approved by written ballot by an affirmative "yes" vote of at least 51% of the members, as required pursuant to the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision, and approved by a majority of the directors of the Granite Falls Homeowners Association, Inc.

GRANITE FALLS HOMEOWNERS ASSOCIATION, INC.

BY: Brian Langfitt
Brian Langfitt, President

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing was acknowledged before me this 31 day of August, 2023
by Brian Langfitt as President of Granite Falls Homeowners Association, Inc.

Witness my hand and official seal.

My commission expires: 9-11-2024



Brenda K Stratton
Notary Public

ATTEST:

Sam Marutzky
Sam Marutzky, Treasurer

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GRANITE FALLS SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and declared on August 31, 2023, by the Granite Falls Homeowners Association, Inc., acting by and through its Board of Directors. This Amended and Restated Declaration is being recorded only to consolidate the original Declaration and all amendments thereto, duly adopted to date, in a single, unified and complete document, and not to effectuate any substantive changes to such Declaration.

RECITALS

A. Granite Falls Subdivision was created by the recordation of the Granite Falls Subdivision plat in the records of the Clerk and County Recorder of Mesa County, Colorado on June 1, 2018 under Reception #2842589 (the "Plat") and as supplemented by the following replats of the Property: Granite Falls Filing Two recorded under Reception No. 2871161, Granite Falls Filing Three recorded under Reception No. 2929321, and Granite Falls Filing Four recorded under Reception No. 2980938, and by recordation of the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision under Reception No. 2842592 in the records of the Mesa County Clerk and Recorder ("Original Declaration"). The Declaration was amended on February 28, 2019 by recordation of the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision under Reception No. 2871281 in the records of the Mesa County Clerk and Recorder, and amended again by the recordation of that Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision under Reception No. 3073130 in the records of the Mesa County Clerk and Recorder.

B. The real property that is subject to this Amended and Restated Declaration is the property described on the Plat and in the Original Declaration, to wit:

All that part of the W $\frac{1}{2}$ of Lot 4 and the E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26, in Township 11 South, Range 101 West, 6th P.M., lying North of the right of way of the second lift ditch of the Redlands Water and Power Company, and all that part of the E $\frac{1}{2}$ of Lot 4, said Section 26, lying North of a line 20 feet South of the center line of the said second lift ditch. EXCEPT beginning at a point from whence the West corner between Sections 18 and 19, Township 1 South, Range 1 West of the Ute Meridian bears South 74°19'23" East 736.42 feet; thence South 73°20' West 138.00 feet; thence South 89°11' West 106.00 feet; thence South 59°24' West 132 feet; thence North 32°44' West 189.09 feet; thence South 69°30' East 122.84 feet; thence 322.07 feet along the arc of a curve to the left having a radius of 495.17 feet, the chord of which arc bears South 88°08' East 316.42 feet; thence North 83°37'46" East 22.89 feet to the point of beginning.

And EXCEPT that portion Conveyed to Redlands Water and Power Company in Deed recorded October 26, 1971 at Reception No. 1013611.

And EXCEPT that portion conveyed to County of Mesa, State of Colorado in Deed recorded June 12, 1972 at Reception No. 1026533.

And EXCEPT that part conveyed to Redlands Water and Power Company recorded October 24, 2016 at Reception No. 2778608

which real property has been subdivided in accordance with the following plats thereof:

Plat of Granite Falls Subdivision recorded under Reception No. 2842589, on June 1, 2018, Mesa County, Colorado; and

Plat of Granite Falls Filing Two recorded under Reception No. 2871161 on February 26, 2019, Mesa County, Colorado; and

Plat of Granite Falls Filing Three recorded under Reception No. 2929321 on June 22, 2020, Mesa County, Colorado; and

Plat of Granite Falls Filing Four recorded under Reception No. 2980938 on May 12, 2021, Mesa County, Colorado

together, the "Plat," with all the above described property being hereinafter referred to as the "Property."

- C. The Property is subject to this Amended and Restated Declaration.
- D. Granite Falls Subdivision consists of 104 residential lots and common property as described and depicted on the Plat and in this Amended and Restated Declaration.
- E. An association of members and lot owners has been organized as a Colorado nonprofit corporation in accordance with the Colorado Nonprofit Corporation Act under the name of Granite Falls Homeowners Association, Inc. ("Association").
- F. The Association, acting through its Board of Directors, is recording this Amended and Restated Declaration to incorporate all duly adopted and member-approved amendments to the Original Declaration into a single document.

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

ARTICLE I DEFINITIONS

1.1 "Act" shall mean and refer to the Colorado Common Interest Ownership Act, section 38-33.3-101, *et seq.*, C.R.S., as presently existing or subsequently amended, including any successor statute.

1.2 "Allocated Interests" shall mean and refer to the common expense liability and the ownership interest and votes in the Association as set forth in Sections 4.3(b) any 5.2 of this Declaration.

1.3 "Articles" shall mean and refer to the Articles of Incorporation of Granite Falls Homeowners Association, Inc.

1.4 "Association" shall mean and refer to Granite Falls Homeowners Association, Inc., a Colorado nonprofit corporation, formed for the purpose of being and constituting the entity for the furtherance of the interests of the Owners of property in Granite Falls Subdivision and performing the duties and responsibilities and exercising the powers set forth in this Declaration.

1.5 "Board" or "Executive Board" shall mean and refer to the Executive Board of the Association.

1.6 "Building" shall mean and refer to any Building, including all fixtures and improvements thereto, situate on the Property.

1.7 "Bylaws" shall mean and refer to the Bylaws of the Association.

1.8 "Common Elements" shall mean and refer to that portion of the Property designated as Tracts on the Plat to be owned by the Association for the benefit of the Owners, including any Improvements and all easements and facilities for irrigation and drainage for the benefit of the Property and downstream users.

1.9 "Declarant" shall mean and refer to Granite Falls GJ, LLC, a Colorado limited liability company

1.10 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision.

1.11 "Design Review Committee" and "DRC" shall mean and refer to the Granite Falls Homeowners Association's Design Review Committee.

1.12 "Development Rights" shall mean and refer to any right or combination of rights reserved by Declarant as set forth in Article VII of the Declaration.

1.13 "Improvements" shall mean and refer to any and all Buildings, parking areas, fences, screening fences, retaining walls, stairs, decks, hedges, windbreaks, plants, trees, shrubs, berms, ponds, signs, objects of art, mailboxes, irrigation and drainage facilities (including pumps, pipelines, drip lines and sprinklers) and other structures or landscaping of every type and kind situate on the Property.

1.14 "Lot" shall mean and refer to that part of the Property shown on the Plat as a Lot.

1.15 "Member" shall mean and refer to a Person or entity which is a member of the Association.

1.16 "Mortgagee" shall mean and refer to any Person holding an interest in or to any Lot to secure the performance of an obligation, including deeds of trust and mortgages.

1.17 "Owner" shall mean and refer to the record owner, whether one or more Persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having a lien, deed of trust or mortgage to secure the performance of an obligation.

1.18 "Person" shall include one or more individuals or entities, as the circumstances require.

1.19 "Plat" shall mean and refer to that certain plat of the Property recorded (or to be recorded) in the Mesa County Clerk and Recorder's official records. The Plat is incorporated herein by this reference.

1.20 "Property" shall mean and refer to all of the real estate situate described in the Recitals.

1.21 "Subdivision" shall mean and refer to Granite Falls Subdivision, a residential subdivision in the City of Grand Junction, Mesa County, Colorado.

ARTICLE II GENERAL DECLARATION

2.1 Intent. The purpose of this Declaration is to enhance, perfect and preserve the value, desirability and attractiveness of the Property and the Common Elements, Improvements and Buildings thereon in a manner beneficial to all Owners and to subject the Subdivision to the Act as a common interest community.

2.2 Estate Subject to Declaration. Declarant does hereby subject the Property to the provisions of the Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant to, touching and concerning and running with the land and shall at all times inure to the benefit of and be binding upon any Person having at any time any interest or estate in the Property, and their respective heirs, successors, representatives or assigns. All of the easements, restrictions, conditions, covenants, reservations,

liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein shall be fully and completely set forth in their entirety in any document or instrument filed for record in the Mesa County Clerk and Recorder's office subsequent to the recording of this Declaration.

2.3 Owners' Rights to Common Elements. Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot subject to the provisions of this Declaration, the Articles and Bylaws of the Association and any rules and regulations promulgated by the Association. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Elements and facilities for the members of his family, his tenants, or occupants who reside on his Lot.

ARTICLE III RESTRICTIONS ON USE

3.1 Building Restrictions.

(a) Residential Use. All Lots shall be used solely for single-family residential purposes. Only single-family dwellings, a private garage, and other outbuildings directly incidental to single-family residential use shall be erected, altered, placed or permitted to remain on any Lot. Accessory dwelling units are not allowed.

(b) New Construction. Only new site built I.R.C. (International Residential Code) residential buildings shall be permitted within the Property. Further, no temporary or accessory Building or structure of any type whatsoever shall be used at any time for a residence, either temporary or permanent, including trailers, teepees, tents, shacks, garages or sheds.

(c) Garages. Garages shall be required for all residential Buildings and shall be designed for a minimum of two (2) passenger automobiles (side by side). All garages shall be enclosed and attached to a residential structure by way of a shared structural wall. Detached garages and covered carports shall not be permitted.

(d) Set Backs. The Subdivision is located in the City of Grand Junction, Colorado and all Lots shall have the followign minimum setbacks for buildings, which are more restrctive than the minimum setbacks established by the City of Grand Junction.

Minimum Setbacks (Measured from the Property Line)

Standard Front 25'

Standard Rear 25'

Interior Side 7'

The two side yard setbacks shall total a minimum of 20' with at least one of the side yards being not less than 7'

Exterior Side on Street (corner lots) 20'

20' on the street side with an interior side yard of not less than 7'

(e) Re-Subdivision, Re-Platting, Rezoning or Combining. No Lot, except any Lot designated on the Plat for future development, shall be subdivided or re-platted by an Owner into smaller Lots or parcels, no Lot shall be re-platted, no Owner shall seek to change the zoning of such Owner's Lot, but Lots may be combined with other Lots. There shall be no boundary line adjustment between any Lots, such that the original configuration is modified or altered; provided, however, underlying adjustment shall be permitted in the event there is an error in surveying the Plat, or error in the construction of the home such that a boundary line adjustment shall be reasonable and necessary to accommodate such error.

(f) Structure Height. All structures and Buildings shall be subject to the height restriction of the applicable governmental zoning ordinances.

(g) Fencing. No fence shall be erected on a Lot without the prior approval of the Design Review Committee and a fence permit issued by the City of Grand Junction. Fences may not encroach on any Tract or open space. In order to present a uniform appearance to our neighboring subdivision, Owners of Lots 6 through 15 and Lots 75, 76, and 78 along the South perimeter, and Lots 87 through 99 along the North perimeter shall erect on those lots perimeter fences which are six (6) feet in height and comply with materials, color, and style as shown on the Landscape Plan. These perimeter fences must be completed within one year of obtaining a Certificate of Occupancy for the primary dwelling.

(h) No Violation of Law. No Lot shall be used for any purpose which would be in violation of any federal, state or local statute, law, rule or ordinance.

(i) Mineral Extraction. No Lot within the Subdivision shall be used for any exploration or extraction of oil, gas or other minerals, including, but not limited to, the drilling, boring or developing of water, geothermal resources, hydrocarbons, minerals, rocks, stones, gravel or underground water.

(j) Signs and Advertising. No commercial signage, including without limitation any poster, billboard or advertising device of any kind, shall be allowed to be displayed on any Lot. "Commercial signage" shall not include signs that may be required by legal proceedings, signs as may be required for traffic control, "for sale" or "for rent" signs by Owners not exceeding six (6) square feet in connection with the sale or lease of a lot and address identification affixed to the exterior of a Building or painted on the curb. Other signage is limited as follows: no more than one sign, no greater in size than two (2) feet by two (2) feet, shall be placed upon any Lot at any given time. Such signage shall not be placed in such a manner as to cause a sight-distance problem for pedestrians or vehicles.

(k) No Water Wells or Septic Sewage Disposal. No Lot shall be used for individual water wells, septic tanks or other individual sewage disposal systems.

(l) No Recreational Vehicles. No recreational vehicles, motorcycles, dirt bikes, off-road vehicles, etc. shall be operated in the development at any time except for ingress and egress to and from the development and upon established roads. Vehicles of this type are expressly prohibited from operation on any trails or paths within the subdivision.

3.2 Maintenance of Lots, Buildings and Improvements.

(a) Air Quality. Because of the proximity of the Colorado National Monument and because of the need to maintain Class I Air Quality Standards, fireplaces and stoves using fuels other than natural gas, propane, EPA approved compressed wood pellets, or electricity are prohibited.

(b) Maintenance. The Owners shall keep, maintain and repair their Lots, Buildings and Improvements situated thereon, including any fencing or landscape Improvements installed by the Declarant in a neat, clean, cultivated, attractive and well maintained condition, free from the accumulation of trash or debris or visual deterioration, and in compliance with the Subdivision grading and drainage plan on file with the City of Grand Junction. The Owners shall repair and maintain any fencing on the common boundary with other Owners, including fencing installed by the Declarant, and the costs and expenses therefore shall be shared equally between the Owners sharing the common boundary. If any Owner shall fail or refuse to contribute to such Owner's share of the maintenance and repair expenses of the common boundary fencing, then the other Owner may undertake such repairs and maintenance and recover the costs and expenses therefore from the non-paying Owner.

(c) Trash. No Lot shall be used as a dumping ground for rubbish. No garbage, rubbish or trash shall be allowed to accumulate on any Lot. All garbage, rubbish and trash shall be placed and kept in covered containers. All containers shall be kept within garages or enclosed backyards so as to not be visible from neighboring property, except to make the same available for collection during regular trash collection days.

(d) Association's Authority. In the event any Owner fails to keep, maintain or repair such Owner's Lot or the Building(s) or Improvement(s) situated thereon, including landscape and fence Improvements installed by the Declarant, in accordance with this section, then the Association shall be authorized to conduct such maintenance, repairs or restoration and assess the cost thereof to the Owner(s) on whose Lot or for whose benefit such maintenance or repairs were conducted as a reimbursement assessment pursuant to Section 5.4 hereof.

3.3 Home Occupations and Offensive Activities.

(a) Home Occupations. No Lot or Building may be used for commercial purposes, including but not limited to short-term rentals such as Airbnb, except for home occupations. "Home occupations" shall mean an occupation by the occupant that is conducted entirely within the residential Building on a Lot that does not entail the employment of third Persons on the Lot, does not entail the delivery of goods or services to customers upon the Lot and does not entail visits by customers to the Lot. By illustration, an insurance agent may use a residence as a personal office so long as customers are not permitted to come to the residence; however, the establishment of a barber shop or a beauty shop would be prohibited.

(b) Offensive Activities. No obnoxious, offensive, or other activity which would constitute a public or private nuisance or annoyance to the neighborhood shall be permitted.

(c) Hazardous or Illegal Activities. No activity shall be conducted on the Property and no Improvements shall be made to the Property which are unsafe or hazardous to any Person, Improvements or personal property. No Person shall engage in any activity which is illegal under the laws of the United States, State of Colorado, County of Mesa or City of Grand Junction.

3.4 Restrictions on Occupants and Pets. No animals shall be allowed other than domestic pets. Domestic pets shall be limited to a reasonable number on an Owner's Lot. No domestic pet may be kept on any Lot which is a nuisance, annoyance or is dangerous or hazardous to the other Owners or occupants of Lots. Household pets shall be contained on the Owner's Lot and not permitted to run loose or at large in the Subdivision. The Association's Board shall have the authority to determine if any domestic pet is a nuisance or hazardous or whether the number of pets kept on any Lot is unreasonable in number. No horses, cows or other livestock of any type shall be kept on any Lot. Household pets shall be under the control of their owners at all times.

3.5 Parking.

(a) Owners' Motor Vehicles. Passenger automobiles and pick-up trucks not exceeding one ton owned by the Owner or occupant of a Lot or provided by the Owner or Occupant's employer shall be parked within the garage situate on the Lot or on the driveway of the Lot. No other portion of the Lot may be used by the Owner or the occupant for the parking or storage of automobiles or pick-ups except to the extent permitted under section 38-33.3-106.5(1)(d), C.R.S, which provides an exception for vehicles required by the Owner or Occupant's employment.

(b) Other Vehicles. Recreational vehicles, boats, campers, trailers, snowmobiles and vehicles used for business (other than passenger automobiles) may be stored on a Lot only if placed within a garage, placed in a Design Review Committee-approved outbuilding or screened storage facility, behind the front of the residential Building on the Lot.

3.6 Landscape Requirements. Each Owner shall landscape the front and backyard of their Lot within one year after receiving a Certificate of Occupancy (CO) of any Building on the Lot. If weather does not permit compliance with this deadline, the Owner may request an extension of time from the DRC, which extension shall not be unreasonably withheld. Should the Lot Owner fail to comply with the landscaping guidelines set forth herein, the Association may, at its sole discretion, cause such landscaping to be completed at the Owner's expense, and assess such Owner for such costs under article 5.4.

3.7 Landscape Plans. A landscape plan shall be submitted to, and approved by, the DRC prior to the placement of any landscape Improvements on a Lot. The landscape plans may be shown on the same set of plans as the building plans, providing the location of the trees and the vegetative cover or xeriscaping is clearly shown. Landscaping shall not alter the approved final grading of the Lot and shall be done in accordance with the approved Final Grading Plan.

3.8 Landscape Maintenance and Weed Control. All vegetation shall be properly cultivated, watered and neatly trimmed. Each Owner is responsible for weed control on their Lot.

If after written notice from the Association of the need to conduct weed control or maintain vegetation, the Owner does not conduct such weed control or vegetation maintenance, then the Association may do so at the Owner's expense and assess such Owner therefor under Article 5.4.

ARTICLE IV THE ASSOCIATION

4.1 General Powers. The Association's general purpose is to be and constitute the entity to further the mutual interests of the Declarant and the Owners pursuant to this Declaration, the Articles and Bylaws and the Act, including without limitation, enforcement of the Declaration; owning, repairing and maintaining the Common Elements; maintenance and use of any Lots, Buildings and Improvements as authorized in the Declaration; levying and enforcing assessments to defray the cost and expenses of the Association's duties and responsibilities in this Declaration; and, providing other utilities and services pursuant to the Articles and Bylaws. The Association shall have and may exercise all of the powers and duties of a Colorado corporation formed under the Colorado Revised Nonprofit Corporation Act.

4.2 Directors of the Association. The affairs of the Association shall be managed by an Executive Board of three (3) directors (the "Board") initially. When Declarant relinquishes control of the Board to the Owners pursuant to Section 4.3.c. below, the Board shall be managed by at least three (3) directors. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

4.3 Membership and Voting Rights.

(a) Membership. By acceptance of a deed to a Lot, each Owner shall be a Member of the Association. A membership shall be appurtenant to and may not be separated from ownership of any Lot.

(b) Voting. The Association shall have one class of voting membership, each Owner being entitled to vote one vote for each Lot owned upon matters subject to vote by the Members as provided in the Articles and Bylaws of the Association. A vote for each Lot shall be exercised as the Owner or Owners may determine, but in no event shall more than one vote be cast with respect to any Lot.

(c) Declarant's Control. From the date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the first to occur of either sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Owners other than Declarant or two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. Not later than sixty (60) days after conveyance of

twenty-five percent (25%) of the Lots to Owners other than Declarant, at least one Member and not less than twenty-five percent (25%) of the members of the Board must be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots to Owners other than Declarant, not less than thirty-three and one-third percent (33%) of the members of the Board must be elected by Owners other than Declarant. Within sixty (60) days after Owners other than Declarant elect a majority of the Board, Declarant shall deliver to the Association all property of the Owners and the Association held or controlled by Declarant, including, without limitation, those items specified in the Act.

4.4 Limitation Upon Liability.

(a) Indemnification of Officers and Board Members. Neither the Association, any member of the Board, any officer of the Association, any member of the DRC, nor any agent or employee of the Association, shall be liable to any Owner or other Person or entity for any action or any failure to act with respect to any matter related to or in furtherance of these covenants, conditions and restrictions, provided the action taken or failure to act was in good faith and without willful or intentional misconduct. The Association shall indemnify and hold harmless any member of the Board, any member of the DRC, any officer of the Association or any agent or employee of the Association from any and all reasonable costs, damages charges, liabilities, obligations, fines, penalties and claims, demands, or judgments and any and all expenses, including, without limitation, attorneys' fees, incurred in the defense or settlement of any action arising out of or claimed on account of any act, omission, error or negligence of such Person or of the Association, the Board, the DRC or any committee of the Association, where such act, omission, error or negligence was under color of Association duties or functions, provided that such Person has acted in good faith and without willful or intentional misconduct.

(b) Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair the Common Elements and other portions of the Property as authorized in the Declaration, the Association shall not be liable for bodily injury, property damage or death to any Person caused by any hazardous or dangerous physical condition of the Common Elements which is not known, or would not be known in the exercise of reasonable diligence, by the Association, or the acts or omissions of any other Owner or other Persons causing such personal bodily injury, property damages or death.

4.5 Association Insurance. Commencing not later than the time of the first conveyance of a Lot to an Owner other than the Declarant, the Association shall maintain, to the extent reasonably available:

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

(b) Commercial General Liability Insurance. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or

management of the Common Elements in such amounts deemed sufficient in the judgment of the Executive Board insuring the Executive Board, the Association, any management and their respective employees, agents and all Persons acting as agents. The Declarant shall be included as an additional insured in the Declarant capacity as a Lot Owner and/or Board member. The Lot Owners shall be included as an additional insured but only for claims and liabilities arising in connection with their use of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

(c) Insurance Requirements The insurance policies carried pursuant to subsections Section 4.5(a) and (b) above must provide that:

i. Each Owner is an insured Person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association;

ii. The insurer waives its rights to subrogation under the policy against any Owner or member of such Owner's household;

iii. No act or omission by an Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recover under the policy; and

iv. If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(d) Workers' Compensation and Unemployment Insurance. The Association shall purchase and maintain workers' compensation and unemployment insurance upon employees of the Association as required by statute.

(e) Fidelity Insurance. The Association shall purchase fidelity insurance to the extent required by the Act; but if not required by the Act, The Association may purchase fidelity insurance in its discretion.

(f) Other Insurance. Such other insurance as the Board may deem desirable for the benefit of the Owners.

4.6 Ownership and Maintenance of the Common Elements. The ownership, maintenance, repair and restoration of the Common Elements, together with Improvements thereon, shall be the responsibility of the Association. The costs and expenses incurred for the purpose of owning, maintaining, repairing and restoring the Common Elements and Improvements thereon shall be borne by the Owners as a regular assessment as provided in Article V hereof, or by the Owners in the event the Association fails to act.

4.7 Drainage Facilities and Irrigation Water.

(a) Ownership and Regulation. All irrigation water to be furnished to the Lots shall be furnished by the Association. All Owners shall be required to install underground sprinkler systems and drip lines to irrigate lawns and ornamental shrubs and trees. The Association shall have the right to regulate the use of irrigation water provided to the Lots and may institute and enforce rules and regulations regarding which days and which times irrigation water may be used for any Lot.

(b) Drainage and Irrigation Facilities. The drainage and irrigation facilities to be owned by the Association may consist of drainage and irrigation water storage facilities, a system of pipes, pipelines, pumps, electrical connections, sprinklers, drip lines and related facilities so as to distribute irrigation water to the Lots and Common Elements. The drainage and irrigation facilities shall be owned, operated and maintained by the Association. The Association shall regularly inspect such facilities to confirm design compliance.

(c) Maintenance, Repair and Reporting. It shall be the obligation of the Association to own, operate, maintain and repair the drainage and irrigation facilities. Owners shall be responsible for operation and maintenance and repair of the sprinkler system and related facilities installed by the Owners within their Lot. The Association shall be responsible for all drainage reports and the requirements of the Post Construction Stormwater Control Operations and Control Agreement.

(d) Use of Easements. The Association may use any easement across the Lots where designated on the Plat to operate, maintain, and repair the irrigation facilities, including, but not limited to, easements designated for recreation, utility or general purposes.

(e) Assessment. The cost of the operation, maintenance and repair of the irrigation facilities and irrigation water shall be a regular assessment to all of the Owners under Article 5.2.

**ARTICLE V
ASSESSMENTS**

5.1 Owner's Obligation. By accepting a deed to any Lot, each Owner agrees to pay to the Association all the assessments, to be fixed and levied from time to time as provided in the Declaration, the Articles and Bylaws. Such assessments, together with interest accruing thereon and the costs of collection in the event of a delinquency of payment, shall be the personal obligation of the Person who is the Owner, or the Persons who are jointly and severally the Owner, at the time the assessment was made.

5.2 Regular Assessments.

(a) At least thirty (30) days prior to the commencement of each fiscal year, the Board shall estimate the cost and expenses to be incurred by the Association during such fiscal

year in performing its functions, and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves) in the operating fund at the start of such fiscal year which is attributable to the operation and maintenance assessments for the prior fiscal year. The annual assessments made for common expenses shall be based upon the advance estimate of the cash requirements by the Association to provide for the payment of all common expenses growing out of or connected with the maintenance and operation of the Common Elements, or the other duties and obligations of the Association as provided in the Declaration, Articles or Bylaws, which sums may include, among other things, expenses of management, taxes and special assessments, premiums for all insurance which the Association is required or permitted to maintain, care of grounds, landscape improvements, common lighting and heating, repairs and renovations, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, the Articles of Incorporation and the Bylaws of the Association, any deficit remaining from a previous assessment, the creation of a reasonable contingency or other reserve or surplus fund and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners. Subject to Section 5.2(b) hereof, the sum or net estimate so determined shall be allocated to the Owners by dividing the total estimate by the total number of single family residential Lots and assessing the resulting amount to the Owner of each Lot equally. Assessments shall be paid in one (1) or more installments and be due on such date(s) as the Association shall determine.

(b) Within ten (10) days after adoption of any proposed ' for the Association, the Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

5.3 Special Assessments. If at any time during the fiscal year the regular assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may levy a special assessment in the amount of such actual or estimated inadequacy. The special assessment shall be assessed to the Owners by dividing the total estimate by the total number of residential Lots and assessing the resulting amount equally to the Owner of each Lot, such assessment to be paid either in equal monthly installments over the balance of the remaining fiscal year, or in a lump sum upon billing as the Board shall determine.

5.4 Reimbursement Assessment. The Association may levy an assessment against any Owner or Owners as a result of such Owner's failure to landscape such Owner's Lot, or failure to repair, maintain or restore the Improvements and Buildings situated on such Owner's Lot including landscape or fence Improvements installed by the Declarant or as is otherwise authorized by this Declaration. Such assessment shall be for the purpose of reimbursing the Association for its actual costs and expenses paid or incurred for such purposes and shall be due and payable to the Association when levied, or at such time or times as the Association shall determine.

5.5 Reserve Fund. The Association may establish a reserve fund for the maintenance, repair and replacement of the Common Elements. The amount of such fund shall be determined by the Association and shall be funded through annual payments of the common assessments and shall be held by the Association in a separate account, which may be an interest-bearing account, to be held in trust for the Owners for such purposes.

5.6 Capital Improvements. In addition to regular and special assessments, the Association may levy, in any assessment year, a special assessment for the purposes of defraying in whole or in part the cost of any capital improvement upon the Common Elements, including fixtures, landscape improvement, personal property related thereto or the Irrigation Facilities, provided that such assessment shall have the affirmative vote of a majority of the Members of the Association approving the assessment.

5.7 Enforcement. The Association may enforce payment of assessments by any or all of the following remedies which shall not limit any other remedy permitted by law or the Act:

(a) Acceleration. The Association may elect to accelerate and declare immediately due and payable the remaining balance of any assessment payable in installments for such fiscal year.

(b) Collection. The Association may bring a suit at law to collect delinquent assessments, including any accelerated assessment. Any judgment rendered in such action shall include a sum for costs of suit, including a reasonable attorney's fees.

(c) Lien. All delinquent assessments shall be and constitute a lien upon the Owner's Lot in addition to being the personal obligation of the Owner. Such lien shall have the priority and shall be enforced in accordance with section 38-33.3-316 of the Act.

(d) Penalty: Beginning with the second month of delinquency, interest at the maximum rate allowed under the ACT will be added to all delinquent amounts each month until payments are current.

5.8 Out-of-State Owners Who Are Not Occupants. In the event an Owner shall not occupy his residence and shall further maintain his principal residence outside of the State of Colorado, the Board may, to insure and guarantee payment of the assessments provided herein, require such out-of-state Owner who does not occupy his residence to:

(a) Bond. Post a surety bond with the Association indemnifying the Association against the default of such Owner in the payment of any assessment levied herein, the amount of such surety bond to be twice the amount of the regular assessment for the preceding fiscal year; or

(b) Advance Payment. Pay the regular assessment pursuant to Section 5.2 hereof in advance by the 10th day of the first month of the fiscal year.

ARTICLE VI DESIGN REVIEW COMMITTEE

6.1 Establishment of the DRC. The Association shall establish and maintain the DRC, consisting of at least three (3) Members, each of whom shall be appointed and removed by the Executive Board of the Association from time to time in its discretion. The DRC and the members thereof shall not be liable for damage to any Person submitting requests for approval or to any Owner within the Property by reason of any act, omission, approval, disapproval or failure to approve or disapprove with regard to any request. The actions of the DRC shall be deemed conclusively binding upon the Owners.

6.2 Guidelines and Standards. The DRC shall establish, and from time to time amend, rules, procedures, standards, guidelines and requirements, including design standards and guidelines, governing the review and approval of landscaping, fencing, and all Improvements proposed for new construction or the restoration or modification of existing construction within the Subdivision consistent with this Declaration, subject to the review and approval by the Board of Directors of the Association.

6.3 Submission of Plans. Prior to the commencement of any work to accomplish any proposed Improvement, the Owner proposing such Improvement shall submit such plans, designs, drawings, specifications and samples as the DRC shall require pursuant to its design and development standards and guidelines, which shall include foundation design approved by an engineer licensed in Colorado based upon a lot specific soils test, and which shall include but which are not necessarily limited to the following: construction plans and specifications, including floor plan and exterior elevations; site plan of house to be built on the Lot; sample of exterior colors; sample of trim and soffit colors; sample of exterior lighting; sample of roofing materials; landscape plan, including sprinkler system, drainage and grading; and application for DRC approval in the form required by the DRC.

6.4 Content of Plans. All plans submitted to the DRC shall contain sufficient detail to allow the DRC to determine compliance with its design and development standards and guidelines. The DRC may request additional detail, drawings or other documentation in its discretion.

6.5 Approval of Plans. The DRC shall approve any plans submitted if it determines in its discretion that such plans comply with the DRC's rules and procedures, the architectural design and development standards and guidelines, and the requirements of the Plat and the Declaration. Upon approval of any plans, the DRC shall stamp both sets of the plans accordingly and return one set to the applicant. The other set shall be retained by the DRC, along with the application form. In the event of any later discrepancies between the set of plans given to the applicant and the set retained, the set of plans on file with the DRC shall control. Any denial by the DRC may be appealed in writing to the Executive Board of the Association.

6.6 Meetings of the DRC. The DRC shall meet as often as necessary to review applications. The meetings shall be held at locations, times and dates determined by the DRC.

Such meetings shall be conducted according to the procedures adopted by the DRC. The applicant may attend the meetings. The applicant may address the DRC or answer questions in the DRC's discretion. The majority vote of the DRC members shall be required to take any action on behalf of the DRC.

6.7 DRC Compensation. The DRC may be compensated for services performed pursuant to this Declaration within the discretion of the Executive Board.

ARTICLE VII DECLARANT'S RESERVED RIGHTS

7.1 Statement of Interest. Declarant hereby reserves to itself and its successors and assigns the Development Rights set forth herein, any one or more of which rights may be exercised, in the sole and absolute discretion of Declarant, at any time and from time to time during the period commencing upon the recording of this Declaration and ending on the date of termination of such rights established under Section 7.7 below. It is expressly understood that Declarant shall not be obligated to exercise any of these Development Rights, and that no consent shall be required from any Owner, Mortgagee, or the Association for the effective exercise of any of the Development Rights. Declarant reserves the right to create up to 75 single family residential lots in one or more filings of the subdivision.

The Development Rights hereinafter set forth shall be prior and superior to any other provisions of this Declaration and may not be amended, modified, terminated or otherwise altered in any way without the express prior written consent of Declarant. All conveyances of Lots, whether by Declarant or otherwise, shall be deemed and construed to reserve to Declarant and/or to grant to Declarant all of the Development Rights reserved by and to Declarant in this Article VII and elsewhere in this Declaration, even though no specific reference to such rights appears in the conveying instruments.

7.2 Construction of Improvements on the Common Elements. The Declarant reserves the right, but not the obligation, to construct additional Improvements on the Common Elements at any time and from time to time for the improvement and enhancement thereof for the benefit of the Association or the Lot Owners. The right to complete Improvements indicated on the Plat or this Declaration may be amended from time to time. The right to construct and complete Improvements required by the terms of any development improvements agreement with applicable governmental entity may be amended from time to time. The Declarant shall have the right to create, grant and/or use and enjoy additional nonexclusive easements, and to relocate existing platted or other easements, upon or across any portion of the Property (including Lots and Common Elements), as may be reasonably required for the construction by Declarant of Improvements to the Common elements or the effective exercise by Declarant of any of the other Development Rights described in this Article.

7.3 Sales, Marketing and Management. The Declarant shall have the right to construct, locate or operate, and to maintain upon, and to remove from any part of the Property, in the discretion of Declarant, and in such number, size and location as may be reasonably required by

Declarant in connection with the completion of Improvements, the management of the development, and/or the promotion, marketing, sale or rental of Lots, the following:

(a) A sales office, management office and/or construction office, and structure containing or relating to the same, including without limitation mobile home, office trailer and construction trailer. Such office, facility and structure, to the extent it is not situated on a Lot or is removable therefrom, is hereby declared to be personal property of the Declarant and shall in any case be removable by Declarant or their successors or assigns upon the Declarant or Declarant's successors or assigns ceasing to be a Lot Owner;

(b) Signs identifying, advertising and marketing the Property and the Lots therein or related to development or construction thereon;

(c) Model residences constructed or to be constructed on Lots;

(d) Parking areas and facilities and lighting necessary or desirable in the marketing of the Property and the Lots; and

(e) Employees, equipment, vehicles and marketing and construction materials.

7.4 Declarant's Control of Association. Declarant shall have the right to appoint or remove any Executive Board member or officer of the Association as more specifically set forth in Article 4.3 above consistent with the Act.

7.5 Other Reserved Development Rights. Subject to compliance with the requirements of the applicable governmental authority, the Declarant may as to all or any portion of the Declarant-owned Property: (a) create additional Lots; (b) subdivide Lots; (c) combine Lots; (d) create Common Elements; and (e) reconfigure Lots, or streets. Additionally, in order to effectively exercise the Development Rights reserved to Declarant under this Article VII, the Declarant may amend this Declaration and the Plat (without the consent of Owners, Mortgagees or the Association being required) for purposes of complying with or qualifying for any required federal or state registration of the project, satisfying title insurance requirements, bringing any provision or provisions of the Declaration or the Plat into compliance with the Act, or cure technical errors, typographical errors or deficiencies in the Declaration or Plat.

7.6 Transfer of Declarant's Reserved Rights. Any one or more rights created or reserved for the benefit of Declarant under this Article VII or elsewhere in this Declaration or in any supplemental Declaration may be transferred to any Person by an instrument describing the right or rights transferred and recorded in the Mesa County records. Such instrument shall be executed by the Declarant and the transferee. The provisions of section 38-33.3-304 of the Act shall apply to any transfer of the Declarant's reserved rights.

7.7 Termination and Extension of Declarant's Reserved Rights. With the exception of Declarant's right to appoint or remove Executive Board members and officers of the Association, the rights reserved to Declarant in this Article VII shall automatically terminate and expire upon the first to occur of (i) the date which is twenty (20) years after the recording of this Declaration,

or (ii) Declarant's relinquishment and surrender of such rights by recorded instrument. The Association is authorized and empowered to extend the time period for Declarant's exercise of the Development Rights, or reinstate a lapsed Development Right, without requiring Lot Owner or Mortgagee approval thereof. The extension or renewal of a Development Right shall be made as an amendment to the Declaration or Plat, as the circumstances require, and shall be executed by Declarant and the Association.

7.8 Owner Acceptance and Waiver of Rights Regarding Declarant's Reserved Rights. Each Owner, by his/her acceptance of a deed to a Lot, acknowledges that the Owner has read and understands the Declarant's reserved Development Rights as set forth in this Article VII or elsewhere in this Declaration, that the Owner accepts, approves and understands the Declarant's reserved Development Rights and waives and releases any rights the Owner may have to object to or to interfere with the implementation or the exercise of the Development Rights reserved by the Declarant.

ARTICLE VIII GENERAL PROVISIONS

8.1 Enforcement. The provisions of the Declaration may be enforced by the Association or any Owner against any Person, including any Owner or the Association, as a result of any failure to comply with the terms of the Declaration, the Bylaws or the Act to the fullest extent permitted under the Act including the recovery of costs and attorney's fees with or without commencing legal proceedings. The failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or waiver of the right to enforce this Declaration, or a waiver of any other or subsequent breach of any covenant, condition or restriction herein contained.

8.2 Resolution Procedures.

(a) Dispute Resolution. Except as provided in Section 5.7, all actions, disputes, claims or controversy between any Owner, the Design Review Committee, the Association, the Declarant, and their respective agents, contractors, successors and assigns, whether in contract, tort or otherwise, shall be resolved by the procedures as set forth in this Section 8.2 or as set forth in any limited warranty (if any), or any applicable agreement between Declarant and any Owner or his/her heirs, successors or assigns.

(b) Initial Notification; Negotiation. For each claim governed by this section (a "Claim"), the claimant ("Claimant") shall give notice to the other party(ies) against whom the claim is asserted ("Respondent"), setting forth: the nature of the Claim; the basis or reason for the Claim; any other material information regarding the Claim; the specific relief and/or proposed remedy sought; and the intent to invoke this Section (the "Notice of Claim"). Claimant and Respondent shall use good faith efforts to resolve the Claim through negotiations following delivery of the notice, pending mediation pursuant to Section 8.2(c).

(c) Mediation. The Claim shall first be mediated before a mediator jointly selected by the parties. Mediation is a process in which the parties meet with an impartial person

who helps to resolve the dispute formally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The mediation shall occur within thirty (30) days following delivery of the Notice of Claim (the "Mediation Period"). Mediation shall be a condition precedent to arbitrating any dispute. In the event Claimant does not appear for mediation, Claimant shall be deemed to have irrevocably waived the Claim, and Respondent shall be released from any and all liability to Claimant on account of such Claim. The costs of the mediation shall be borne equally by Claimant and Respondent. In the event mediation is successful, the resolution shall be documented in writing and signed by the parties. Thereafter, if either party violates the resolution, the other party may apply immediately to a court for relief. The mediation, unless otherwise agreed, shall terminate in the event that the entire dispute is not resolved before the expiration of the Mediation Period. In the event that mediation is unsuccessful, then Claimant may make written demand for arbitration pursuant to Section 8.2(d) within sixty (60) days following the expiration of the Mediation Period. If no written demand for arbitration is made within the specified time, Claimant shall irrevocably waive the Claim and any and all right to proceed to arbitration regarding the Claim.

(d) Arbitration. Following the Mediation Period and a written demand for arbitration, the Claim shall be resolved by binding arbitration administered by the American Arbitration Association (or any successor to such association) in accordance with the current American Arbitration Association Construction Industry Arbitration Rules in effect at the time of submission to arbitration, and as provided for in this subsection. In the event of any inconsistency between such rules and these arbitration provisions, these provisions shall supersede such rules. Should an action, dispute, claim or controversy be brought against Declarant and or any builder by a third party who is not bound by a binding arbitration provision similar to the arbitration provision contained herein, the terms of this subsection shall apply to such action, dispute, claim or controversy. The Arbitrator shall be selected from a panel of Arbitrators from Mesa County, Colorado (or if no such panel is available, from Denver County, Colorado), with an Arbiter mutually acceptable to the parties. If the parties are unable to jointly agree upon the Arbiter, then each party shall select an arbiter and the two arbiters shall select a third person to serve as the sole Arbiter. The parties agree that the Arbiter shall have substantial experience in the real estate field. The parties shall share equally in the arbitrator's fees and the costs of the arbitration. All parties shall have the right to be represented by legal counsel. In determining any question, matter, or dispute before them, the Arbiter shall apply the provisions of the Declaration and Articles and Bylaws, without varying from them in any respect, and they shall not have the power to add to, modify or change any of the provisions hereof. Any arbitration award may be enforced through entry of judgment by any court having jurisdiction thereover. Exclusive venue for any arbitration proceeding shall be in Mesa County, Colorado. Except as may be required by law or for enforcement, neither a party nor the Arbiter may disclose the existence, content, or results of any arbitration without the prior written consent of all parties to the Claim.

The Arbiter's decision may contain findings of fact and conclusions of law to the extent applicable and the Arbiter shall have the authority to rule on all post-hearing motions in the same manner as a trial judge. The statement of decision of the Arbiter upon all of the issues considered by the arbitrator is conclusive, final and binding upon the parties. Judgment upon any award rendered by the Arbiter may be entered by any State or Federal Court, as appropriate.

(e) Limitation of Remedies. Each party hereby disclaims and waives any claims for the following remedies and damages for any matters related to any Claim, whether a Claim is made on the basis of contract, tort or any other theory or basis at law or in equity: (i) punitive or exemplary damages, (ii) claims for emotional distress or pain and suffering and/or (iii) claims for incidental and/or consequential damages (except as otherwise provided herein). Claimant further agrees that, subject to the other limitations contained herein, Respondent's total liability to Claimant shall be limited to, and in no event exceed, the amount of any insurance proceeds actually available with respect to any and all Claims, whether in contract, tort or otherwise.

(f) Acknowledge of Waiver of Right to Jury Trial. Each party understands that by using binding arbitration to resolve disputes they are voluntarily waiving and giving up any right that they may have to a judge or jury trial with regard to all issues concerning the Lot, Home, Common Elements, the Property, Improvements, and matters related thereto.

8.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

8.4 Amendments. The Declaration and/or the Plat may be amended by Declarant at any time and for any purpose prior to the conveyance of the first Lot to an Owner. Subsequent to the conveyance of the first Lot to an Owner, the Declarant may amend the Declaration or the Plat: (i) to correct any clerical, typographical or technical errors; (ii) to comply with the requirements, standards or guidelines of recognized secondary markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans' Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or the Federal National Mortgage Association; (iii) to exercise any of the reserved Development Rights as set forth in Article VII above; or (iv) to effect the Declarant's intent as expressed in the Declaration or the Plat. This Declaration may also be amended at any time and for any purpose and in such manner as is provided in the Act. This Declaration may also be amended by vote or agreement of Owners of Lots to which at least fifty-one percent (51%) of the votes in the Association are allocated, provided such amendment does not impair, restrict or modify any of the reserved Development Rights of the Declarant, or conflicts with any provision of the Act. Any amendment must be recorded. The Declaration may not be amended without the approval of the City of Grand Junction in regard to amendments that relate to the Common Elements.

8.5 Limitation on Association. Any action, resolution or attempted action of the Association in conflict with any term or provision of this Declaration shall be void and of no force and effect whatsoever.

8.6 Notice. Except where otherwise specifically required by the Act, notice of matters affecting Lot Owners may be given to such Owners by electronic communication (email) if the Owner has provided such contact information, or mailing such notice by first class mail to the last address provided by the Owner to the Association. If no address had been provided by Owner, such notice shall be mailed to the address of Owner's Lot.

8.7 Governing Clause. This Declaration shall control and govern over any conflicting provision of the Act, except to the extent that such conflicting provision in the Act is mandatory

