

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
_____,
hereinafter referred to as "Declarant."

W I T N E S S E T H:

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

NOW, THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following
easements, restrictions, covenants and conditions, which are for the
purpose of protecting the value and desirability of, and which shall run
with, the real property and be binding on all parties having any right,
title or interest in the described properties or any part thereof, their
heirs, successors and assigns, and shall inure to the benefit of each owner
thereof.

ARTICLE I

Definitions.

Section 1. "Association" shall mean and refer to _____,
its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether
one or more persons or entities, of a fee simple title to any Lot which is
a part of the Properties, including contract sellers, but excluding those
having such interest merely as security for the performance of an
obligation.

Section 3. "Properties" shall mean and refer to that certain real
property hereinbefore described, and such additions thereto as may
hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including
improvements thereto) owned by the Association for the common use and

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PLANNING DEPARTMENT

MAY 15 1984

enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

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

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area including a perpetual easement for the right of ingress and egress for vehicular and pedestrian traffic to his Lot, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each Class of members has been recorded.

ARTICLE III

Membership and Voting Rights

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

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the exterior of the townhouse situated upon the properties.

Section 3. Annual Assessment. The Board of Directors shall fix the annual assessment at an amount determined by said Board to be required to meet the obligations of said Association during the year in question.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of said meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty per cent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of _____ per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the

property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Such assessment lien shall be superior to the homestead exemption provided in 1973 Colorado Revised Statutes, Section 38-4-201, and the acceptance of a deed to a Lot shall constitute a waiver by the homeowner and spouse of the homestead exemption whether or not such waiver is expressed in the deed. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments the payment of which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Exterior Maintenance

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI

Protective Covenants

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. Only single-family dwellings for residential use shall be erected subject to the terms and provisions hereof relating to architectural control and subject to adequate provision for parking.

Section 2. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural control committee.

Section 3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of _____ . Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each building and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

Section 5. Temporary Structures. No structures of a temporary character, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used in _____ at any time as a residence, either temporarily or permanently. Nothing contained in this paragraph shall prevent the use by the Association of temporary facilities during periods when building is in progress. No boats, trailers, detached campers, trucks or commercial vehicles shall be parked or maintained on any site or on any street.

Section 6. Architectural Control Committee.

A. Membership. The Architectural Control Committee shall be composed of three members. The initial Architectural Control Committee shall be:

Neither the members of the Committee nor such representatives as it may designate shall be entitled to any compensation for services performed pursuant to this covenant.

B. Procedure. The Committee's approval or disapproval as required in these Covenants shall be in writing and signed by a majority of the Committee. In the event the Committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 7. Miscellaneous.

A. Signs. No sign of any kind shall be displayed to the public view on any lot except (a) one professional sign of not more than one square foot; (b) one sign of not more than five square feet advertising the property for sale or rent; or (c) signs used and erected by a builder to advertise the property during the period when construction and sale of new dwellings occur.

B. Oil and Mining Operations. No oil or gas drilling, development operations, refining or quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted to remain on any Lot.

C. Livestock, Poultry and Pets. No animals, livestock, poultry or pets of any kind shall be raised, bred or kept on any Lot except with the written consent of the Board first had and obtained. All permitted animals shall be kept under full control at all times and shall not be allowed to trespass upon the property of the other Lot owners.

D. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

E. Radio and TV Antennas. Radio and TV aerials and antennas shall not exceed a height of eight feet higher than the ridge of any structure and shall be attached to said structure. Outside flood or spotlights located on any Lot shall be shaded or directed in such a manner as to avoid directly illuminating adjacent property or Lots.

F. Enforcement. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to

violate any covenant, either to restrain violation or to recover damages or both.

ARTICLE VII

Party Walls

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

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it; and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the rights of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

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

ARTICLE VIII

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during its initial term by an instrument signed by not less than two-thirds (2/3) of the Lots Owners, and thereafter by an instrument signed by not less than 50 per cent of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____

STATE OF COLORADO)
) ss
COUNTY OF MESA)

Subscribed and sworn to before me this _____ day of _____,
by _____

My commission expires:

Witness my hand and official seal.

Notary Public
Address:

Uwe W. & Brenda Folhmeister
2709 Skyline Dr.
Grand Junction, Colo. 81501

#~~26~~-81 (303)
#2701-362-20-008 RIB

Larry D. & Susan Becker
1156 Bookcliff Dr.
Grand Junction, Colo. 81501

#26-81 (303)
#2701-362-20-009 RIB

James B. & Van Niel Diamanti
2703 Skyline Dr.
Grand Junction, Colo.

#~~26~~-81 (303)
#2701-362-20-000 RIB

Colin L. & Cynthia Piburn
2707 Skyline Dr.
Grand Junction, Colo. 81501

#26-81 (303)
#2701-362-20-011 RIB

Charles & Enis Plsek
Rt. 5, 771 27 Rd.
Grand Junction, Colo.

#26-81 (303)
#2701-351-00-007

* Ken Shrum
P.O. Box 1903
Grand Jct. CO 81502

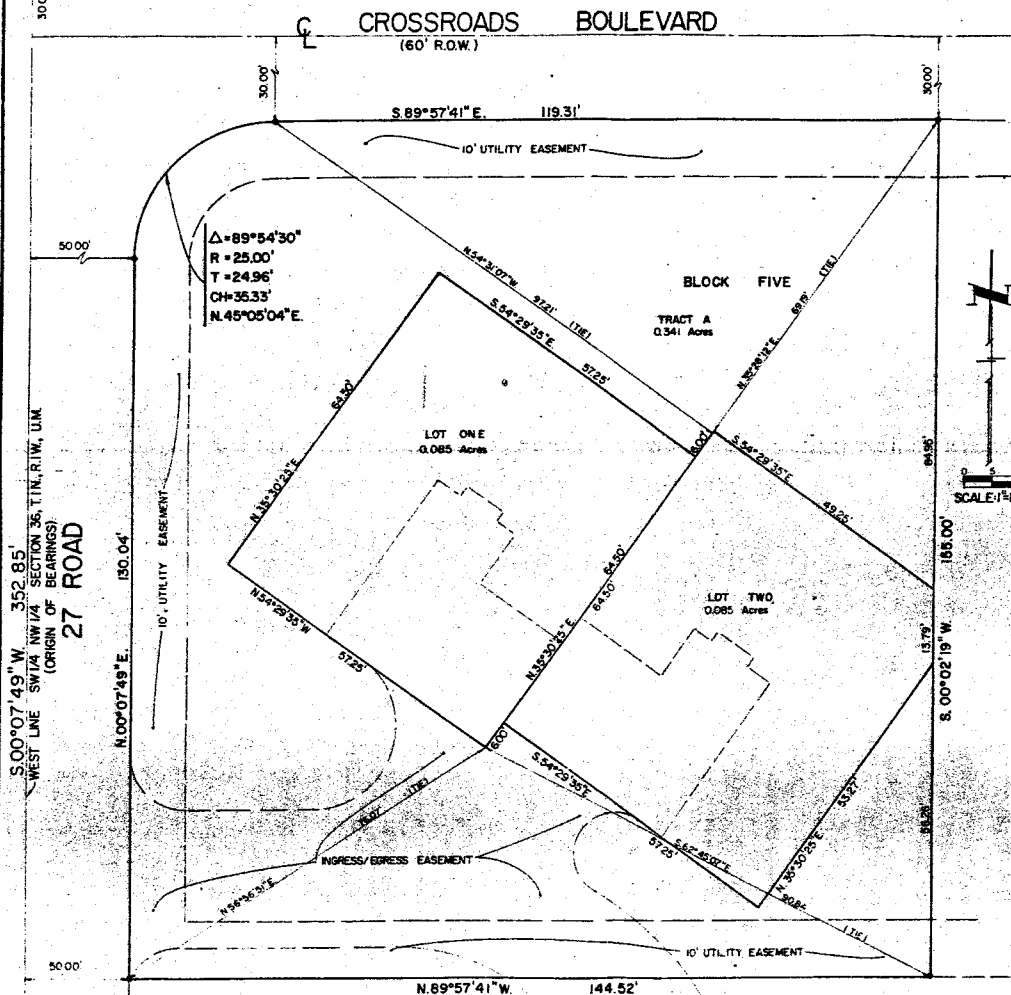
#26-81 (303)

GRAND JUNCTION PLANNING DEPT.
559 White Ave., Room #60
Grand Junction, CO 81501

#268 (303)

A REPLAT OF LOT ONE, OF THE REPLAT OF LOT I, BLOCK FIVE CROSSROADS COLORADO WEST FILING NO. TWO

NW CORNER
S1/2 NW1/4
SECTION 36



S.00°07'49\"/>

N1/2 SW1/4
SECTION 36

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned G. M. Investments, Edward H. Settle and Kenneth H. Strum, are the Owners of that real property situated in the City of Grand Junction, County of Mesa, State of Colorado and being a part of the S 1/2 NW 1/4 of Section 36, Township 1 South, Range 1 West of the 10th Meridian as shown on the accompanying plat, said real property being more particularly described as follows:

beginning at the northeast corner of Lot One of the Replat of Lot I, Block Five, Crossroads Colorado West Filing No. Two, from which the brass cap monumenting the NW corner of the S 1/2 NW 1/4 of said Section 36 bears N81°24'00\"/>

That said owners have caused the said real property to be laid out and surveyed as a replat of Lot One, of the Replat of Lot One, Block Five, Crossroads Colorado West Filing No. Two, a subdivision of a part of the City of Grand Junction, Mesa County, Colorado.

That said owners do hereby dedicate and set apart all of the streets and roads shown on the accompanying plat to the use of the public forever, and do hereby dedicate to be Public Utilities those portions of said real property which are labeled as utility and drainage easements on the accompanying plat as perpetual easements for the installation and maintenance of utilities, irrigation and drainage facilities, including but not limited to electric lines, gas lines, telephone lines, sewer and water mains; together with the right to trim interfering trees and brush with the perpetual right of ingress and egress for the installation and maintenance of such lines. Such easements and rights shall be utilized in a reasonable and prudent manner.

The areas shown as ingress / egress and utility easement (Private Drive) are dedicated to the owners of the property within said Replat of Lot One, of the replat of Lot One, Block Five, Crossroads Colorado West Filing No. Two for perpetual ingress / egress for themselves and the general public including postal service, trash, fire, police and emergency vehicles. Also the area shown as Private Open Space (Tract A) is dedicated to the owners of the property within said Replat of Lot One, of the Replat of Lot One, Block Five, Crossroads Colorado West Filing No. Two, for recreational and aesthetic purposes as determined appropriate by said owners.

IN WITNESS WHEREOF said owners have caused their names to be hereto subscribed this _____ day of _____ A.D., 19 _____.

G. M. INVESTMENTS: _____
EDWARD H. SETTLE
STATE OF COLORADO: _____
COUNTY OF MESA: _____

The foregoing instrument was acknowledged before me this _____ day of _____ A.D., 19 _____ by G. M. INVESTMENTS, EDWARD H. SETTLE and KENNETH H. STRUM.

My Commission Expires: _____
Witness My Hand and Official Seal: _____ Notary Public

CITY APPROVAL
This plat of a replat of Lot One, of the Replat of Lot One, Block Five, Crossroads Colorado West Filing No. Two, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, was approved on this _____ day of _____ A.D., 19 _____.

City Manager: _____ President of Council: _____
Chairman, Grand Junction Planning Commission: _____

Director of Development: _____ Grand Junction City Engineer: _____
CLERA AND RECORDERS CERTIFICATE

STATE OF COLORADO: _____
COUNTY OF MESA: _____
I hereby certify that this instrument was filed in my office at _____ o'clock _____ M., this _____ day of _____ A.D., 19 _____ and is duly recorded in Plat Book No. _____ Page _____.

Clerk and Recorder: _____ Deputy: _____

SURVEYOR'S CERTIFICATE

I, Kenneth L. Glenn, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct and complete plat of a replat of Lot One, Block Five, Crossroads Colorado West Filing No. Two as hereinafter provided, plotted, and certified; and that I am the holder and owner of the plat, and the right of way of said subdivision is in compliance with Colorado State Statutes, and the regulations of the State of Colorado.

By: *Kenneth L. Glenn*
Surveyor

NOTICE: According to Colorado law, this plat is void if any legal action based upon any defect in this survey within one year after the date of filing and recording. In no event, may any action be brought which, unless it is brought within one year after the date of the certification of this plat, will affect the validity of this plat.

LEGEND
MESA COUNTY BRASS CAP
5/8\"/>

Original
Do NOT Remove
From Office

#26-81
(203)

REVIEW SHEET SUMMARY

FILE NO. #26-81 TITLE HEADING REPLAT LOT 1 CCW FILING #2 DUE DATE 5/11/84
(3 of 3)
ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES _____
Replat of Lot 1 Crossroads Colorado West Filing #2 - Minor Subdivision
Location: Southeast of 12th Street and Crossroads Blvd. A request for 2 lots on approx.
.51 acre in a planned residential zone at 4 units per acre.

PETITIONER ADDRESS GiBe Investments/Ken Shrum P.O. Box 1903 Grand Junction, CO 81502

ENGINEER na

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
5/08/84	Public Works	None
5/10/84	Planning Dept.	The zone is PR-4 and is not changing. As long as the private drives/open space/parking etc. is as per the approved Carriage Hills Final Plan, this department has no problem with the replat. NOTE: The open space fee was paid with the original replat of Crossroads Colorado West, thus, not required at this time. The replats will occur again as the townhomes are further developed. Since no covenants were received with the replat request, a letter stating responsibility for open space and private drivemaintenance will be necessary to be recorded with the plat. The POA was given for 12th Street with the original replat but the City could require escrow for improvements. NOTE: City Engineering Dept. <u>may</u> require posting signage indicating all internal drives are private.
5/11/84	City Engineer	No comment.

sent 5/14/84 JH



KEN SHRUM & COMPANY

P.O. Box 1903 - Phone (303) 243-2200 - Grand Junction, Colorado 81502

April 30, 1984

City of Grand Junction
Planning/Development Dept.
Grand Junction, Colorado, 81501

RE: Replat of Lot 1, Replat of Lot 1, Blk. 5, Crossroads Colorado West
Filing No. Two. 2 Lots Townhouse Development on 0.511 Ac. Zoned PR4.

Dear Sirs;

Presently, this lot is one of 5 that is in a 14 unit Planned Townhouse Development within the City of Grand Junction, Colorado. Three of these lots are about one-half acre in size and two lots are a little larger than one acre in size. The smaller lots will each be divided into two lots each and the larger lots will be divided into 4 lots each.

Once the party walls are in place, we are dividing the lots into the townhouse lots. This way there is not a problem with the builder and the surveyor finding the party wall line.

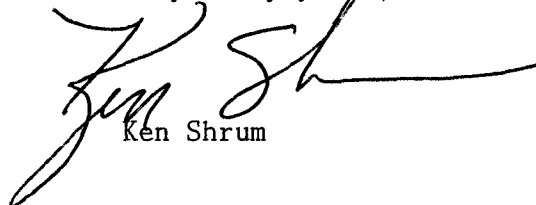
Each Townhouse unit will consist of about 1,650 sq. ft. of living area. There will be two large bedrooms, two baths, living room, kitchen and dining room. Attached is a double car garage. The exterior will be constructed mostly of brick with some wood siding. The idea is to try to achieve as much maintenance free as possible.

Since this is a townhouse project, all of the surrounding area around the units will be common area which will be maintained by a homeowners association. The access will be a private drive access.

The development schedule will consist of these two units which are about 50% complete now. The next four units around July or August of 1984. Four units around March or April of 1985 with the final four units in the later months of 1985.

If you have any questions regarding this submittal, please feel free to contact our office.

Very truly yours,


Ken Shrum