

109700

1034

# The United States of America

Certificate No. 1034

To all to Whom these Presents shall come, GREETING:

Whereas, a Certificate of the Register of the Land Office at Montrose, Colorado,

has been deposited in the General Land Office of the United States Certificate of the Register of the Land Office at \_\_\_\_\_

whereby it appears that full payment has been made by the said claimant Harold Fred Piatt

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the Acts supplemental thereto, for the Lots two, three and four of section eight in

Township one south of Range one west of the 10th Meridian, and the Lots two and three, the South half of the southwest quarter, and the southeast quarter of the northwest quarter of Section twenty-six in Township eleven south of Range one hundred one west of the sixth Principal Meridian, Colorado, containing three hundred twenty-two and fifty-nine hundredths acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said \_\_\_\_\_

Now Know YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said claimant and to his heirs, the said

Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature thereunto belonging, unto the said claimant and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietors of certain lands to extract and remove therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William H. Taft PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the Twenty-third day of February, in the year of our Lord one thousand nine hundred and Twelve, and of the Independence of the United States the one hundred and Forty-second.

BY THE PRESIDENT: William H. Taft  
By W. P. DeLoach Secretary.

W. H. Sanford Recorder of the General Land Office.

Recorded, Vol. Patent 1034, Page 2495-99.

Filed for Record the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1912 at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Charles D. Jones  
Deputy

By \_\_\_\_\_ Deputy.

ORDINANCE 2574

1608800 01:26 PM 07/16/92  
MUNIKA TODD CLK&REC MESA COUNTY CO

ORDINANCE DISCONNECTING CERTAIN LANDS FROM THE CITY

WHEREAS, the City Council has determined that it is in the City's best interests to disconnect those properties which did not sign a petition to annex and which are not in the Ridges Metropolitan District from the territories annexed to the City by Ordinance #2569, and

WHEREAS, Section 31-12-501 to 503 provides a process to disconnect by ordinance, and

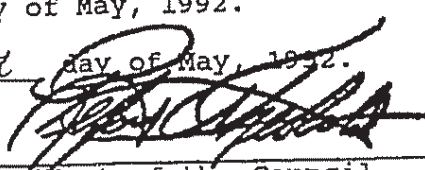
WHEREAS, while such statutes provides for the owner to apply for such disconnection, the City Council finds and determines based on public comment and individual contact with councilmen that the desire of the owners is that they be disconnected.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

1. The Council has given due consideration to the desire of the property owners to be disconnected.
2. The Council finds that the disconnection of the properties is in the best interests of the city and the City will not be prejudiced by the disconnection of such lands.
3. The properties identified on the attached exhibit "A" are hereby disconnected.
4. Notwithstanding the provisions of Sections 502 and 503, the Council finds that for the purposes of taxation, both ad valorem sales and use tax and otherwise, such properties shall be treated as though they had not been annexed pursuant to Ordinance #2569.
5. In the event that any property owner or person with any contract interest in any of the described lands indicates in writing such owners desire to remain in the City and such writing is obtained prior to or at second reading of this ordinance, Council reserves the right to remove such lands from the operation of this Ordinance.

Introduced this 6th day of May, 1992.

Passed and adopted this 20th day of May, 1992.

  
\_\_\_\_\_  
President of the Council

ATTEST: Munika Todd  
City Clerk

Beginning at the E 1/4 Corner Section 18 T1S R1W thence S 0 deg. 14 min. E 1311.4 ft. to the SE Corner N1/2 SE1/4 said section 18 thence N 89 deg. 53 min. 30 sec. W 2629.6 ft. thence N 0 deg. 05 min. W 1318.3 ft. thence N 89 deg. 44 min. 30 sec. W 1131.2 ft. to the center of the Redlands Lift Canal, thence N 39 deg. 03 min. W 134.15 ft. thence N 08 deg. 42 min. W 192.56 ft. thence N 02 deg. 22 min. E 108.17 ft. thence N 20 deg. 31 min. E 228.2 ft. thence N 31 deg. 07 min. W 341.77 ft. thence N 55 deg. 26 min. E 403.97 ft. thence N 65 deg. 54 min. E 442.16 ft. thence S 89 deg. 54 min. E 598.35 ft. thence N 22 deg. W 361.43 ft. Thence N 49 deg. 01 min. E 56.08 ft. thence N 22 deg. 05 min. E 53.96 ft. Thence S 53 deg. 30 min. E 246.83 ft. thence S 31 deg. 56 min. E 329 ft. thence S 05 deg. 43 min. W 68.1 ft. thence S 07 deg. 13 min. W 230.3 ft. thence S 67 deg. 57 min. E 165 ft. thence S 74 deg. 15 min. E 130.1 ft. thence N 44 deg. 27 min. E 866.2 ft. thence N 40 deg. 51 min. E 91.6 ft. thence S 49 deg. 09 min. E 200 ft. thence S 76 deg. 04 min. E 149.86 ft. and as described in B 1175 P 205- 207 of the Mesa County Records, except that part in the N 1/2 NE 1/4 lying East of Easterhill Dr. and West of S. Broadway and Except that part in the N1/2 NW 1/4.

and

~~The NE 1/4 NE 1/4 Section 30 T1S R1W and the West 50 Acres of the NW 1/4 NW 1/4 Section 29 T1S R1W.~~

and

From the SE Corner Section 16 T1S R1W N 89 deg. 56 min. W 421 ft., thence N 50 deg. 19 min. W 493.5 ft., thence N 76 deg. 34 min. W 528 ft. thence N 12 deg. 06 min. E 361.3 ft. to the true point of beginning, thence N 79 deg. 13 min. W 91.5 ft., thence N 10 deg. 47 min. E 309.9 ft., thence S 79 deg. 13 min. E 23.6 ft., thence S 27 deg. 45 min. E 109.5 ft., thence West 224.6 ft. to the true point of beginning.

and

Beginning S 35 deg. 31 min. 21 sec. W 1029.9 ft. from the North 1/4 Corner section 19 T1S R1W, thence N 45 deg. 55 min. 30 sec. W 635.91 ft., thence S 44 deg. 04 min. 30 sec. W 400 ft., thence S 45 deg. 55 min. 30 sec. E 635.91 ft., thence N 44 deg. 04 min. 30 sec. E 68.81 ft., thence N 45 deg. 55 min. 30 sec. W 208.71 ft., thence S 45 deg. 55 min. 30 sec. E 208.71 ft., thence N 44 deg. 04 min. 30 sec. E 122.48 ft. to beginning.

and

Beginning S 39 deg. 45 min. W 1144.23 ft. from the North 1/4 Corner Section 19 T1S R1W, thence S 45 deg. 55 min. E 66.87 ft., thence S 44 deg. 04 min. W 208.71 ft., thence N 45 deg. 55 min. W 208.71 ft., thence N 44 deg. 04 min. E 208.71 ft., thence S 45 deg. 04 min. E 141.83 ft. to beginning.

and

Beginning N 0 deg. 22 min. W 79.6 ft. from the NW Corner Lot 4 Section 18 T1S R1W thence N 0 deg. 22 min. W 1453.9 ft. thence East to the 2nd Redlands Lift Canal thence Southerly along said canal to the South Line of the SE1/4 NW1/4 Section 18 T1S R1W thence West to the SW Corner SE1/4 NW1/4 of said section 18 thence S 1633.5 ft. thence N 82 deg. 35 sec. W 1350 ft. to the point of beginning, except that part lying South of a line beginning N 0 deg. 22 min. W 1644.52 ft. from the SW corner said section 18 thence E 322.9 ft thence South 0 deg. 22 min. E 288.5 ft. thence N 89 deg. 34 min. E 996.42 ft. to the east line Lot 3 and also except beginning N 0 deg. 22 min. W 873.5 ft. from the SW Corner NW1/4 SW1/4 said section 18 thence east 660 ft. thence N 0 deg. 22 min. W 660 ft. thence W 660 ft. thence S 0 deg. 22 min. E 660 ft. to the point of beginning and also except R.O.W. for South Camp road.

and

That part of the SW1/4 NW1/4 Section 18 T1S R1W except the south 213.5 ft. thereof and beginning at the NW Corner SE1/4 NW1/4 section 18 T1S R1W thence East 387 ft. thence South 90 ft. thence N 74 deg. 49 min. E 150 ft. thence N 65 deg. 25 min. E 122 ft. thence East to the centerline of the Redlands 2nd lift canal, thence S 65 deg. 54 min. W 442.16 ft. thence S 55 deg. 26 min. W to a point on the W line said SE 1/4 NW 1/4 thence North to beginning, lying south of the southerly R.O.W. line of South Broadway and Redlands Parkway

and

~~The NE 1/4 SW 1/4 Section 18 T1S R1W and the NW1/4 SE1/4 SW 1/4 and the W1/2 SW1/4 SE1/4 SW 1/4 said section 18.~~

and

Beginning at the SW Corner Section 18 T1S R1W thence N 0 deg. 22 min. W 360 ft. thence E 217.8 ft. thence S 0 deg. 22 min. E 360ft. thence West 217.8 ft. to the point of beginning.

and

Beginning N 0 deg. 22 min. W 873.50 ft. from the SW Corner NW1/4 SW1/4 Section 18 T1S R1W thence East 660 ft. thence N 0 deg. 22 min. W 660 ft. thence West 660 ft. thence S 0 deg. 22 min. E 660 ft. to the point of beginning except R.O.W. for S. Camp Road.

and



Beginning at the SW Corner NW1/4 SE1/4 Section 16 T1S R1W thence East 115.6 ft. thence N 08 deg. 05 min. E 252.5 ft. thence N 78 deg. 15 min. E 300 ft. thence N 66 deg. 50 min. E 241 ft. thence N 289.2 ft. thence N 65 deg. 31 min. W 185.38 ft. thence N 76 deg. 01 min. W 508.04 ft. thence S 894.1 ft. to the point of beginning.

and

Beginning at the SE Corner NE1/4SW1/4 Section 16 T1S R1W thence N 89 deg. 42 min. W 149 ft. to center of Hwy, thence along Hwy N 27 deg. 42 min. W 73.7 ft. thence N 50 deg. 29 min. W 369.9 ft. thence N 42 deg. 17 min. E 358.1 ft. thence N 55 deg. 58 min. E 248.92 ft. thence N 487.19 ft. to center of Redlands Canal Tailrace, thence along Tailrace S 50 deg. 40 min. E 32.46 ft. to the East line SW 1/4 said section 16 thence S 1172 ft. to the point of beginning.

and

Beginning 208 ft. East of the SW Corner NE 1/4 SW 1/4 Section 16 T1S R1W thence East 963 ft. thence N 28 deg. 45 min. W 260 ft. thence N 62 deg. 42 min. W 463 ft. thence S 68 deg. 36 min. W 490.4 ft. thence S 59 deg. 22 min. E 110 ft. thence S 17 deg. 27 min. 30 sec. W 215.23 ft. to the Point of Beginning and beginning N 22 deg. 48 min. 45 sec. W 1413.1 ft. from the South 1/4 Corner said section 16 thence East 402.4 ft. along northerly R.O.W. State Hwy 340 thence S 72 deg. 57 min. 15 sec. W 251.4 ft. thence N 65 deg. 33 min. W 178 ft. more or less to the point of beginning except beginning at the SE Corner NE 1/4 SW 1/4 said section 16. thence N 89 deg. 42 min. W 149 ft. to centerline of Hwy, thence N 27 deg. 42 min. W 73.57 ft. thence N 50 deg. 29 min. W 369.9 ft. thence N 42 deg. 17 min. E 358.1 ft. thence N 55 deg. 58 min. E 248.92 ft. thence N 00 deg. 18 min. E 487.19 ft. thence S 50 deg. 40 min. E 32.46 ft. thence S 00 deg. 18 min. W 1172 ft. to the Point of Beginning and except a parcel of land described in B 1207 P 169 and also except R.O.W. as described in B 518 P 313 and B 1267 P 122 of the Mesa County Records.

and

Part of the SE 1/4 Section 16 T1S R1W beginning on the East Line of the SE 1/4 SE 1/4 said section 16 and running Northwesterly through the SE 1/4 to the west line of the NW 1/4 SE 1/4 said section 16.

and

~~Beginning S 89 deg. 54 min. 21 sec. W 1411.89 ft. from the SE Corner Tract 37 Section 35 T1S R10W thence S 89 deg. 52 min. 15 sec. W 877.27 ft. thence N 11 deg. 10 min. 03 sec. E 352.67 ft. thence S 89 deg. 52 min. 51 sec. W 573.07 ft. thence N 04 deg. 53 min. 52 sec. E 112.92 ft. thence N 31 deg. 52 min. 38 sec. E 159.58 ft. thence N 04 deg. 25 min. 39 sec. W 168.58 ft. thence N 42 deg. 06 min. 20 sec. E 129.19 ft. thence N 20 deg. 43 min. 45 sec. E 227.47 ft. thence N 24 deg. 36 min. 30 sec. E 274.91 ft. thence N 89 deg. 57 min. 41 sec. E 1015.64 ft. thence S 00 deg. 10 min. 08 sec. E 1318.14 ft. to the P.O.B. including all adjacent R.O.W. for South Camp Road.~~

and

The E 1/2 NE 1/4 NW 1/4 section 35 T11S R101W

and

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~~The NW 1/4 NW 1/4 and the S 1/2 NW 1/4 and the W 1/2 NE 1/4 NW 1/4 section 35 T11S R 101W and the W 1/2 SE 1/4 SW 1/4 Section 26 T11S R101W except beginning S 89 deg. 54 min. 21 sec. W 1411.89 ft. from the SE corner tract 37 in said section 35 thence S 89 deg. 52 min. 15 sec. W 1327.55 ft. thence S 89 deg. 54 min. 06 sec. W 447.72 ft. thence N 49 deg. 21 min. 29 sec. E 517.13 ft. thence N 04 deg. 53 min. 52 sec. E 122.72 ft. thence N 31 deg. 52 min. 38 sec. E 150.58 ft. thence N 04 deg. 25 min. 39 sec. W 168.58 ft. thence N 42 deg. 06 min. 20 sec. E 129.19 ft. thence N 20 deg. 43 min. 45 sec. E 227.47 ft. thence N 24 deg. 36 min. 30 sec. E 274.91 ft. thence N 89 deg. 57 min. 41 sec. E 1015.64 ft. thence S 00 deg. 10 min. 08 sec. E 1518.14 ft. to the point of beginning.~~

and

The SW 1/4 SW 1/4 section 26 T11S R101W except beginning 970.60 ft. North and 560.8 ft. E of the SW Corner Section 26 T11S R101W thence N 208.7 ft. thence E 208.7 ft. thence S 208.7 ft. thence W 208.7 ft. to the point of beginning and except beginning S 89 deg. 51 min. E 558.85 ft. from the NW Corner SW 1/4 SW 1/4 said section 26. thence S 00 deg. 09 min. W 91.55 ft. thence N 88 deg. 23 min. 20 sec. E 324.33 ft. along the arc of a curve to the right with a radius of 50 ft. whose chord bears N 88 deg. 23 min. 20 sec. E 86.06 ft. thence N 32 deg. 49 min. 20 sec. W 92.97 ft. thence N 89 deg. 51 min. W 359.62 ft. to the point of beginning and except that portion of a R.O. W. described in B-1022 P-377 of the records of the Mesa County Clerk and Recorder adjacent to the above excepted parcels.

and

The E1/2 SE1/4 SW1/4 and the SW1/4 SE1/4 Section 26 T11S R101W lying North of the Southerly line of the Redlands 2nd Lift Canal and all adjacent R.O.W. for South Camp Road.

and

Beginning N 0deg. 22 min. W 360 ft. from the SW Corner Section 18 T1S R1W, thence N 0 deg. 22 min. W 1058.10 ft. thence S 82 deg. 35 min. E 325.90 ft. thence N 0 deg. 22 min. W 28.50 ft. thence N 89 deg. 34 min. E 996.42 ft. to the East line of Lot 3 thence S 0deg. 30 min. 21 sec. E 57.57 ft. to the NE Corner Lot 4 thence S 0 deg. 19 min. 04 sec. E 1324.52 ft. to the SE Corner Lot 4 thence S 89 deg. 34 min. W 1100.52 ft. thence N 0 deg. 22 min. W 360 ft. thence S 89 deg. 34 min. W 217.80 ft. to beginning except R.O.W. for South Camp Rd.

and

Beginning at the NW Corner Section 19 T1S R1W thence N 89 deg. 35 min. 54 sec. E 450 ft. thence S 0 deg. 24 min 06 sec. E 800 ft. thence N 89 deg. 35 min. 54 sec. E 300 ft. thence S 33 deg. 15 min. 40 sec. E 972.34 ft. thence S 00 deg. 09 min. E 962 ft. thence S 89 deg. 51 min. W 1295.14 ft. thence N 00 deg. 05 min. E 2573.16 ft. to the Point of Beginning and, the S 1/2 Section 19 T1S R1W and the NW1/4NE1/4, the S1/2NE1/4, the W 1/2 and the N3/4 SE1/4 all in section 30 T1S R1W and, that Part of Section 29 T1S R1W beginning at the NW Corner SW1/4 NW 1/4 Section 29 Thence S 89 deg. 42 min E 773.49 ft. thence S 34 deg. 36 min. W 722.69 ft. thence S 48 deg. 32 min. 30 sec. W 482.3 ft. thence N 00deg. 06 min. 30 sec. W 918.15 ft. to the point of beginning and, lots 1 & 4 being part of tract 74 in section 2 T1S R101W except, beginning at the NE corner SE1/4 Section 19 T1S R1W thence S 00 deg. 03 min. 30 sec. E 325 ft. thence N 15 deg. 03 min. 30 sec. E 1021.9 ft. thence N 30 deg. 03 min. 30 sec. E 471.03 ft. to the point of beginning, except parcels described in B-1145 P-219 and B-1312 P-716 and B-1390 P-771 of the records of the Mesa County Clerk and Recorder and Except that part of the above described parcel lying south and west of the northernly R.O.W. line of South Camp Road.





Annexation Boundary

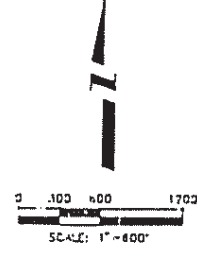
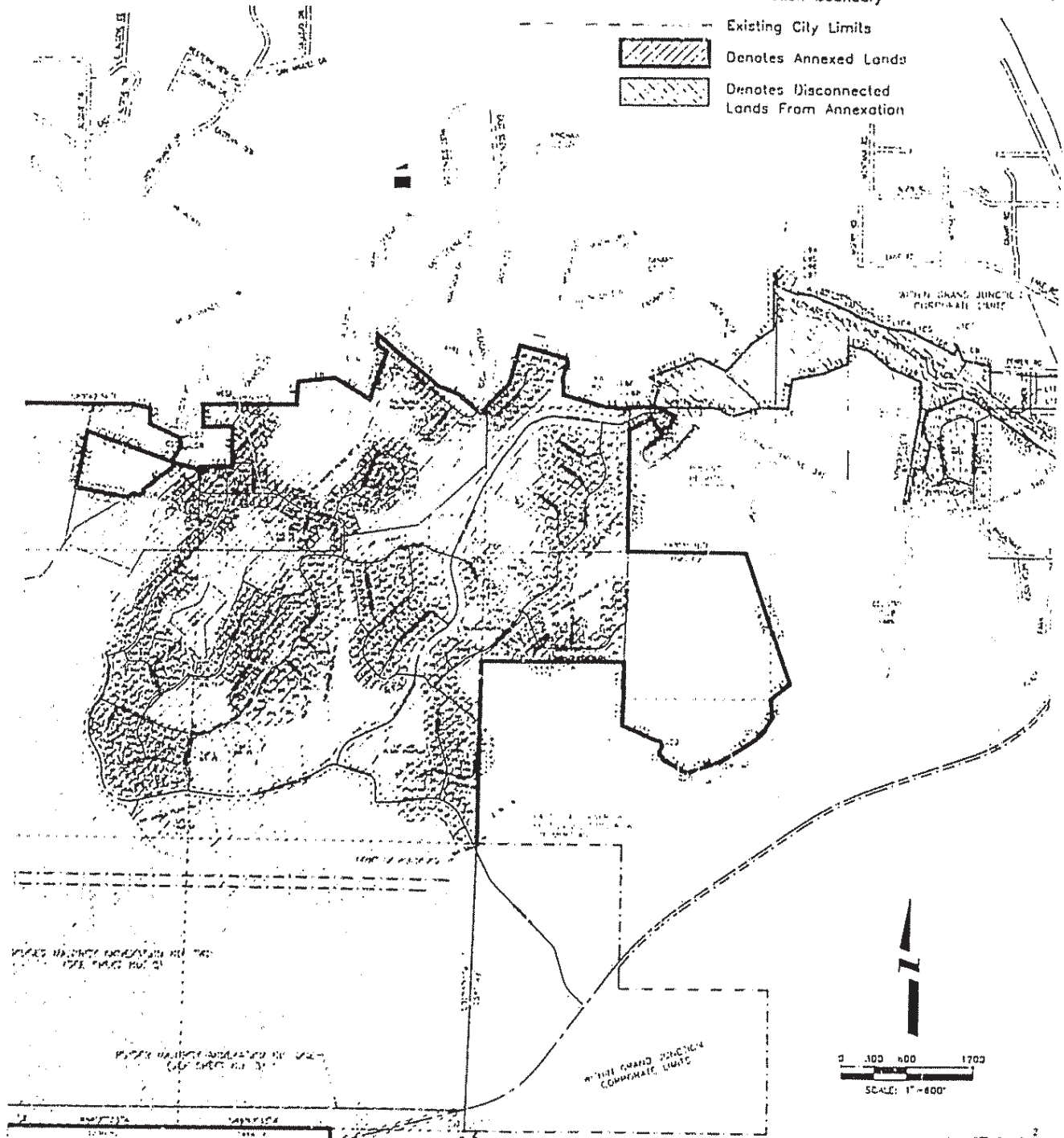
Existing City Limits



Denotes Annexed Lands



Denotes Disconnected Lands From Annexation



ORDINANCE NUMBER

2574

EFFECTIVE DATE

JUNE 26, 1992

The Description(s) contained herein have been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

*James L. Shanks*  
JAMES L. SHANKS DIRECTOR OF PUBLIC WORKS & UTILITIES

PUBLIC WORKS AND UTILITIES  
ENGINEERING DIVISION  
JUNCTION, COLORADO

THE RIDGES ANNEXATION FINAL PLAT

SHEET NO. \_\_\_\_\_  
OF \_\_\_\_\_  
FILE NO. \_\_\_\_\_

1774128 1220PM 10/14/96  
MONIKA TODD CLK&REG MESA COUNTY CO

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
TRAILS WEST VILLAGE

THIS DECLARATION is made and entered into this 10th day of October, 1996, by Camelot Investments, LLC, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property situated in Mesa County, Colorado, known as Trails West Village, Filing No. I, according to the plat thereof recorded the ~~14th~~ day of Oct., 1996, in Mesa County, Colorado in the real property records of Mesa County, Colorado containing 28 Lots as hereinafter defined, including the easements and licenses appurtenant to, or included within the property as shown on the plat.

WHEREAS, the Declarant desires to create a planned community to include single family homes and which may also include condominiums, townhomes and commercial units, consisting of up to 450 units, upon the real property described on Exhibit "A" attached hereto, which the Declarant does not presently own in its entirety but may hereafter acquire, and to subject and place upon the property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein pursuant to the provisions of the Colorado Common Interest Ownership Act ("Common Interest Act") for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvements, sale and ownership of said property.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with the above-described 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

Section 1. "Association" shall mean and refer to Trails West Village Homeowners' Association, a Colorado nonprofit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and officers. The fiscal year of the Association shall end on December 31 of each calendar year.

Section 2. "Common Area" shall mean the entryways to the Property, and all property owned by the Association for the common use and enjoyment of the Members, including any improvements, facilities or easements associated with a raw water irrigation system and all property designated as Open Space.

Section 3. "Condominium Unit" shall mean and refer to a separately conveyable fee simple interest in air space within a multi-unit building which unit shall also share an undivided interest in a common area appurtenant to and benefiting the unit and for which the unit shall bear a proportionate share of the maintenance of the multi-unit building and common area.

Section 4. "Declarant" shall mean and refer to Camelot Investments, LLC, its successors and assigns, if such successors or assigns should acquire more than one unimproved lot from the Declarant for the purpose of development and resale, and said person or entity shall first be designated by Camelot Investments, LLC, as a Declarant for said purposes by a written instrument duly recorded in the real property records of Mesa County, Colorado.

Section 5. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time to time.

Section 6. "Design Control Committee" or "DCC" shall mean and refer to the committee appointed by Declarant or by the Board of Directors of the Association, as more fully provided in Article V hereof.

Section 7. " Dwelling Unit" shall mean and refer to any residential improvement constructed within Trails West Village, including but not limited to, single family residences, condominium units, townhome units or patio homes.

Section 8. "First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument encumbering a Lot recorded in the records of the office of the Clerk and Recorder of the County of Mesa, Colorado, having priority of record over all other recorded liens except those governmental liens and assessment liens made superior by statute (such as general ad valorem tax liens and special assessments).

Section 9. "First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any first Mortgage, or any successor to the interest of any such person under such First Mortgage.

Section 10. "Lot" shall mean and refer to any separate numbered lot or plot of land or condominium unit shown upon any recorded subdivision or condominium plat or map of the Property or any portion thereof, as the same may be amended from time to time, together with all appurtenances and improvements now or hereafter thereon, with the exception of the Common

Section 11. "Member" shall mean and refer to each Owner of a Lot that is subject to assessment hereunder and Declarant. Membership in the Association shall be appurtenant to, and may not be separated from, Ownership of a Lot.

Section 12. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Property" shall mean and refer to that certain real property described in the first "Whereas" clause of this Declaration, together with such additions thereto as set forth on Exhibit "A", if any, as may hereafter be brought within the jurisdiction of the Association.

Section 14. "Special Declarant Rights" shall mean and refer to the development and other rights expressly reserved for the benefit of Declarant in accordance with the terms and conditions of this Declaration.

## ARTICLE II

### PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owners' Right of Enjoyment. Subject to the provisions of Section 2 of this Article, every Owner shall have a non-exclusive right to enjoy and use the land and the facilities, if any, within the Common Area and such right shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Owners' Right. The right of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with; and

(b) The right of the Association, as provided in its Articles and Bylaws, to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of its rules and regulations; and

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



Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area to members of the Owners' family, tenants and invitees.

### ARTICLE III

#### THE ASSOCIATION: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment hereunder shall be a Member of the Trails West Village Homeowners' Association (hereafter "Association"). Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine.

Section 2. Directors of the Association. The affairs of this Association shall be managed by a board of directors (the "Board") as established by the Articles of Incorporation and Bylaws. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

Section 3. Management of the Association. 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: (a) sixty (60) days after conveyance of 75 % of all Lots, including Lots added to the Property as a part of subsequent filings, to Owners other than Declarant, or (b) two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business, or (c) two (2) years after any right to add new Lots was last exercised, whichever first occurs. 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 the earlier to occur of (a) (b) or (c) above with respect to Filing I, and specifically excluding later filings or additional Lots, the number of Directors shall be expanded pursuant to the Articles and Bylaws and the new seats shall be filled by Owners, other than Declarant, appointed by Declarant who shall hold such position for a period of one year or until all Lots in Filing I have been conveyed whichever occurs first. Thereafter, the number and election of all Directors shall be governed by the Articles of Incorporation and Bylaws subject to the right of Declarant to retain control of the Association by the addition of new Lots within the Property. Within sixty (60) days after Owners other than Declarant elect a majority of the Board, if not sooner, 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 Section 303(9) of the Common Interest Act.



Section 4. Officers of the Association. The officers of this Association shall be as set forth in the Bylaws of the Association.

Section 5. Inclusion of Additional Lots. Upon the recording of any final plat which adds new Lots within the Property, the reference to Lot or Lots in Section 3 above shall include the newly added Lot(s). Any Lots added within the Property shall be bound by and subject to the provisions of this Article III.

Section 6. Subassociations. The recording of any Supplemental Declaration affecting new lots or units within the Property shall concurrently create the right of the Declarant or Owners of the Lots or units to form a subassociation for the purpose of governing the matters particular to the new Lots or units, if the Supplemental Declaration expressly authorizes such subassociations. The lawful formation of a subassociation shall extend to its Members the rights and privileges of this Article III.

#### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, including Declarant, by acceptance of a deed therefor, 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, (2) special assessments, (3) reconstruction assessments, and (4) vacant lot assessments; such assessments to be established and collected as hereinafter provided. The annual, special, reconstruction and vacant lot assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) on demand, and without set off or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded in the office of the Clerk and Recorder of the County of Mesa, Colorado. The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof. Each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessment

cannot be transferred. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the United States or the State of Colorado. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property, to maintain property values, and, to the extent not performed by any applicable governmental entity, for the maintenance and insurance of the Common Area, including but not limited to, the entryways (signage, walls and landscaping), drainage structures, detention ponds, paths and the irrigation system.

Section 3. Maximum Annual Assessment.

(a) Until commencement of the second annual assessment period, the maximum annual assessment shall be Three Hundred Dollars (\$300) per Lot.

(b) Effective with commencement of the second and each subsequent Association fiscal year, the maximum annual assessment against each Lot shall be increased effective each Association fiscal year by the greater of: (i) ten (10%); or (ii) in conformance with the rise, if any, of the locally adjusted Consumer Price Index.

(c) Effective with commencement of the second and each subsequent Association fiscal year, the maximum annual assessment may be increased by a vote of the Members over the amount established by the application of the provisions of Section 3(b) above for the next succeeding Association fiscal year and at the end of that year, for each succeeding Association fiscal year, provided that any such increase shall have the assent of two-thirds (2/3) of the Members who attend a meeting duly called for this purpose, by voting in person or by proxy at such meeting, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting setting forth the purpose therefor. The quorum requirements set forth in Section 7 below apply to any meeting called pursuant to this subsection.

(d) The Board of Directors of the Association may, at any time and from time to time, after consideration of the projected maintenance costs and the other financial needs of the Association, fix the actual assessment against each Lot at an amount less than the maximum assessment for any Association fiscal year.

(e) Within thirty (30) days after adoption of any proposed budget for the Association, the Board of Directors 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 the meeting a majority of all Owners reject the budget, the budget shall be ratified, whether or not a quorum of Members is present. In the event that the proposed budget is rejected, the budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

(f) The limitations contained in this Section 3 shall not apply to any change in the maximum, actual and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(g) The Association shall maintain an adequate reserve fund out of the annual assessments for the repair and replacement of those elements of the Common Area that must be repaired or replaced on a periodic basis.

Section 4. Date of Commencement of Annual Assessments. The initial annual assessment shall commence and be due and payable on the first day of the month following the month during which the first residential dwelling is constructed upon a Lot and a Certificate of Occupancy is issued to an Owner other than Declarant, and shall mark the commencement of the annual assessment period which shall correspond with the fiscal year of the Association. The annual assessments shall be made due and payable with such frequency and on such dates as determined by the Board, but no more frequently than monthly, provided that the first annual assessment may be adjusted according to the number of months in the first Association fiscal year. Any Owner purchasing a Lot between installment due dates shall pay a pro rata share of the last installment due.

Section 5. Special Assessments. In addition to the annual and reconstruction assessments authorized in this Article IV, the Association may levy, in the Association fiscal year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, or for the funding of any operating deficit incurred by the Association. Any such assessment shall have the assent of two-thirds (2/3) of the Members who attend a meeting duly called for this purpose, by voting in person or by proxy at such meeting, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting setting forth the purpose therefor, and shall be set equally against each Lot.

Section 6. Rate of Assessment. Annual and special assessments shall be fixed at a uniform rate for all Lots and shall be allocated to each Lot on the basis of a fractional share per Lot, the numerator of which fraction shall be one and the denominator of which shall be the number of Lots contained within the Property, and shall be in an amount sufficient to meet the expected needs of the Association.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 3 and 5.

Written notice of any meeting called for the purpose of taking any action requiring a vote of the Members authorized under Sections 3 or 5 of this Article shall be sent by regular mail to all Members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 8. Reconstruction Assessments. In addition to the annual and special assessments authorized in this Article IV, the Association may levy a reconstruction assessment for the purpose of repair or reconstruction of damaged or destroyed common area improvements. All such reconstruction assessments shall be equal to the net amount of the cost of repair or reconstruction of such improvements and shall be calculated by subtracting from the total cost of repair or reconstruction the sum of the insurance proceeds awarded for the damage or destruction thereof, if any, and shall be set equally against each Lot. Such reconstruction assessments shall be due and payable as provided by resolution of the Board of Directors, but not sooner than thirty (30) days after written notice hereof.

Section 9. Vacant Lot Assessments. In addition to the annual, reconstruction and special assessments authorized in this Article IV, the Association may levy, in the Association fiscal year, a vacant lot assessment against any Member who owns a Lot that is vacant or that has been in a state of construction for a period of six (6) months or more; provided, however, that such assessment shall not be levied for a period of six (6) months following the delivery of deed from the Declarant to the Owner. The amount of assessment shall be limited to the amount necessary to keep any vegetation on the Lot cut and controlled and any debris or trash picked up. The purpose of this assessment is to keep any vacant lot from becoming unsightly in appearance.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within (10) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set from time to time by the Association, and the Association may also assess a monthly late charge thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 11. Working Capital Fund. The Association or Declarant shall require the first Owner of any Lot to make a nonrefundable payment to the Association in an amount of One Hundred Dollars (\$100.00), all of which sums shall be held by the Association and maintained in



a segregated account for the use and benefit of the Association, including but not limited to the use to meet unforeseen expenses. Such payment shall not be deemed to be prepayment of any assessment but shall be deemed a payment to the working capital fund and shall not relieve an Owner from making the regular payment of assessments as the same become due. The payment to the working capital fund shall be due on the date of the commencement of the Annual Assessment. Upon the transfer of his Lot, an Owner may seek a credit from the Owner's transferee (but not from the Association) for the aforesaid payment to working capital fund.

Section 12. Lien for Assessments.

(a) Under the Common Interest Act, the Association has a statutory lien on a Lot for any assessments levied against that Lot and for fines imposed against its Owner from the time each assessment or fine becomes due. In addition, fees, charges, late charges, attorneys' fees, fines and interest charged pursuant to this Declaration or the Common Interest Act are enforceable as assessments. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) The statutory lien for assessment is prior to all other liens and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of this Declaration; (ii) a lien of a First Mortgage which was recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the lot. Notwithstanding the foregoing, the statutory lien for assessments is also prior to the lien of a first mortgage to the extent of an amount equal to the assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six months immediately preceding institution, by either the Association or any party holding a lien senior to any part of the Association lien created under this section, of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien.

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



ARTICLE V  
DESIGN CONTROL COMMITTEE

Section 1. Authority. The Declarant hereby establishes a Design Control Committee (hereafter "DCC") to serve at the pleasure of the Board of Directors of the Association and vests in the DCC full authority to review and approve or deny any plans which shall come before it. The purpose of the DCC shall be to recommend and enforce builder qualifications, design, construction, landscaping and aesthetic rules and regulations governing all Owners of real property subject to this Declaration. The rules, regulations and design guidelines shall be in full force and effect upon adoption of the same by the Board of Directors of the Association. Thereafter, the adoption of any future proposed rules and regulations, or the amendment or repeal of any existing rules and regulations shall be by the Board of Directors of the Association. The DCC shall comply with the procedures set forth in the Association Bylaws. In establishing and enforcing rules and regulations, the DCC shall adhere to the purposes of this Declaration, i.e., to create and keep structures in Trails West Village compatible in architectural design, materials and appearance; to guard against unnecessary interference with the natural beauty of the surroundings, to preserve and enhance the value, desirability, and attractiveness of property within Trails West Village, and to achieve such other purposes as are expressed or implied herein.

Section 2. Composition of Committee. The Board of Directors of the Association shall determine the number of members of the DCC and all quorum and voting requirements and procedures in accordance with this Declaration and the Bylaws as amended from time to time; provided, however, that until Declarant has conveyed all Lots to Owners other than the Declarant, or until three (3) years after the date of recording of this Declaration in the office of the Clerk and Recorder of Mesa County, Colorado, whichever occurs earliest, Declarant has the right to appoint the members of the DCC. A majority of the Committee may, from time to time, designate a representative to act for it. The power of the Declarant to "appoint", as provided herein, shall include without limitation the power to initially constitute the Membership of the DCC, appoint Member(s) to the DCC upon the occurrence of any vacancy therein, for whatever reason remove any Member of the DCC, with or without cause, at any time, and appoint the successor thereof; and each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the Declarant. All improvements within the Property constructed by Declarant during the period in which it appoints the DCC shall be deemed approved by the Committee without the issuance of any writing evidencing such approval.

Section 3. Plan Review by Committee. No structure or any attachment to an existing structure, including but not limited to, any buildings, fences, decks, walls, canopies, awnings, roofs, exterior lighting facilities, athletic or recreationally related facility or improvement, or other similar improvements or attachments, shall be constructed, erected, placed or installed upon the Property and no alteration of the material or appearance (including color) of the exterior of a residence or other structure shall be made, and no change in the final grade of any Lot shall

be performed, unless copies of plans and specifications therefor (and plans and specifications to show exterior design, dimensions, building materials, location of the structure or addition to the structure, as well as such other materials and information as may be required by the Committee) shall have been first submitted to and approved in writing by the DCC. The plans and specifications so submitted shall comply in all material respects with the applicable building and zoning regulations of the City of Grand Junction, County of Mesa and Planned Development of Trails West Village. The DCC shall exercise its reasonable judgment to assure that all attachments, improvements, construction, landscaping and alterations to residences, other structures, and property, within the Property, conform to and harmonize with the existing surroundings, residences, landscaping and structures. In its review of such plans, specifications and other materials and information, the DCC may require that the applicant(s) pay the Committee a processing fee for the actual expenses incurred by the Committee in the review and approval process. Such amounts, if any, may be levied as part of the common expense assessment against the Lot for which the request for DCC approval was made and, as such, shall be subject to the Association's lien for assessments and subject to all other rights of the Association for the collection thereof, as more fully provided in this Declaration. Notwithstanding the foregoing, no Owner shall have the right to materially alter or modify the original fencing, landscaping or grading installed by Declarant within the Common Area; provided, however, that the foregoing prohibition shall not prevent the repair and maintenance of the same.

Section 4. Builder Review by DCC. No builder acting as a general contractor shall be permitted to construct a dwelling unit until the builder has been approved in writing by the DCC. The Declarant shall promulgate and may, from time to time amend, a list of builder qualifications which shall establish the minimum criteria for builder approval. The DCC shall adopt and enforce the list of builder qualifications and may adopt submission requirements to assist in evaluating a builder's qualifications. A builder's failure to provide the DCC with all of the information requested by the DCC may be grounds for disapproval of the builder.

Section 5. Procedures. The DCC shall approve or disapprove all requests for design and builder approval within thirty (30) days after the complete submission of copies of all plans, specifications, qualifications and other materials which the DCC may require in conjunction therewith. In the event that the DCC fails to approve or disapprove any request within thirty (30) days after the complete submission of all plans, specifications, materials and other information with respect thereto, approval shall be granted automatically and this Article shall be deemed to have been fully complied with.

Section 6. Vote and Appeal. A majority vote of the DCC is required to approve a request for design or builder approval pursuant to this Article. An Owner may appeal the decision of the DCC to the Board of Directors if the Board is composed of different Members than the DCC, and, in such event, the decision of the Board, which shall be made within thirty (30) days of the appeal, shall be final.

Section 7. Records. The DCC shall maintain written records of all applications submitted to it and all actions taken by it thereon and such records shall be available to Members for inspection at reasonable hours of the business day.

Section 8. Liability. The DCC and the Members thereof shall not be liable in damages to any person submitting requests for approval or to any Owner, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.

Section 9. Variance. The DCC may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article or Articles VIII and IX hereof, in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the conditions and restrictions contained in these Articles. Such variances or adjustments shall be granted only when the granting thereof shall not lead to a result that is materially detrimental or injurious to the other property or improvements in the neighborhood and shall not run contrary against the general intent and purpose hereof.

Section 10. Waivers. The approval or consent of the DCC to any application for design approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the DCC as to any application or other matters whatsoever subsequently or additionally submitted for approval or consent hereunder.

Section 11. Relinquishment of Design Control to Subassociation. During the period of Declarant control, Declarant may relinquish to any subassociation established pursuant to a Supplemental Declaration the right to appoint its own design control committee for the area which is subject to such Supplemental Declaration; and after the period of Declarant control, the Board of Directors of the Association may make such relinquishment. No relinquishment shall be effective, however, without the written acceptance of the subassociation. If such relinquishment is made, then the design control committee of such subassociation shall have all rights, powers, functions, duties and obligations with respect to the area subject to the Supplemental Declaration as are granted to the DCC by this Article or by any other section of this Declaration and the subassociation shall have all rights, powers, functions, duties and obligations with respect to such design control matters as are granted to the Association with respect to the DCC under this Declaration; provided, however, that the Association and the DCC shall not relinquish the right to approve or disapprove plans based on the relationship of the design to the overall aesthetic balance and visual integrity of the community.

ARTICLE VI  
INSURANCE

Section 1. Insurance on Common Area. To the extent not maintained by the applicable governmental entity, the Association shall maintain insurance covering all insurable

improvements located or constructed upon, the Common Area. The association shall maintain the following types of insurance, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of said coverage shall be paid by the Association as a common expense.

(a) A policy of property insurance covering all insurable improvements, if any, located on the Common Area, except for land, foundations, excavations and other matters normally excluded from coverage, in an amount no less than the full insurable replacement cost of the Common Area less deductibles. Further, said policy shall contain a "Replacement Cost Endorsement" and an "Agreed Amount Endorsement", if possible. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:

- i. loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and
- ii. such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

(b) A comprehensive policy of public liability insurance covering all of the Common Area, insuring the Association in an amount not less than \$1,000,000.00 covering bodily injury, including death to persons, personal injury and property damage liability arising out of a single occurrence.

(c) A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association, in an amount at least equal to the estimated maximum of funds, including maintenance reserves in the custody of the Association at any given time; provided, however that such fidelity coverage or fidelity bonds shall not be in an amount less than three (3) months aggregate assessments on all Lots, plus such reserve funds. Such fidelity coverage or bonds shall meet the following requirements:

- i. all such fidelity coverage or bonds shall name the Association as an obligee; and
- ii. such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression.

In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to



purchase, at its own expense, a policy of fidelity insurance or bonds which fully complies with the provisions of this subparagraph (c).

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

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

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

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

Section 2. General Provisions of Insurance Policies. All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee at trustee and attorney-in-fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's Membership in the Association. The Association's policies shall contain a standard noncontributory first mortgagee's clause in favor of each First Mortgagee and a provision that it cannot be canceled or materially altered by either the insured or the insurance company until thirty (30) days prior written notice thereof is given to the insured and each First Mortgagee, insurer or guarantor of a First Mortgage. The Association or any Owner, as applicable shall furnish a certified copy or duplicate original of the policy, or renewal thereof, which is in the name of such Owner or the Association, with proof of premium payment and a certificate identifying the interest of the Owner in question or the Association, to any party in interest, including First Mortgagees, upon request. Any such Owner's policy shall also contain waivers of subrogation. All policies shall contain waivers of any defense based on invalidity arising from any acts or neglect of any Owner where such Owner is not under the control of the Association.

Section 3. Deductibles. No policy of insurance of which the Association or its designee is the beneficiary shall include a deductible clause in an amount greater than the greater of \$1,000 or 1% of the face amount of the policy. Any loss falling within the deductible portion of such policy shall be borne by the person or entity who is responsible for the repair and maintenance of



the property which is damaged or destroyed. In the event of a joint duty of repair and maintenance of the damaged or destroyed property, then the deductible shall be borne by the Association. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any annual assessment; provided, however, that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

Section 4. Insurance Trustee. The Association may authorize a representative to act for it, including any trustee or successor thereto, who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance. Such insurance trustee shall act as attorney-in-fact for the purpose of purchasing and maintaining insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose. Said party may also receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Owners and their First Mortgagees as their interest may appear.

Section 5. Association Insurance as Primary Coverage. If at the time of any loss under any policy which is in the name of the Association, there is other insurance in the name of any Owner and such Owner's policy covers the same property or loss, or any portion thereof, which is covered by such Association policy, such Association policy shall be primary insurance not contributing with any of such other insurance. An Owner shall be liable to the Association for the amount of any diminution of insurance proceeds to the Association as a result of policies of insurance of an Owner, and the Association may collect the amount from said Owner in the same manner as any annual assessment.

## ARTICLE VII

### DAMAGE OR DESTRUCTION OF COMMON AREA

In the event of damage or destruction to any improvement installed by the Declarant or the Association within the Common Area due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such Common Area damage or destruction are insufficient to repair and reconstruct the damaged or destroyed Common Area, the Association may levy a reconstruction assessment in the aggregate amount of such deficiency pursuant to Article IV, Section 8 hereof and shall proceed to make such repairs or reconstruction, unless:

- (1) the planned community is terminated;

(2) repaired or replacement would be illegal under any state or local statute or ordinance governing health or safety;

(3) eighty percent (80%) of the Owners, including every Owner of a Lot that will not be rebuilt, vote not to rebuild; or

(4) prior to the conveyance of any Lot to a person other than Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Common Area rightfully demands all or a substantial part of the insurance proceeds. No distributions of insurance proceeds shall be made unless made jointly payable to the Owners of First Mortgagees of their respective lots, if any. The reconstruction assessment provided for herein shall be a debt of each Owner and a lien on his Lot and the improvements thereon, and may be enforced and collected in the same manner as any assessment lien provided for in this Declaration.

#### ARTICLE VIII

#### EXTERIOR MAINTENANCE AND LANDSCAPING

Section 1. General. Except as otherwise provided herein, the maintenance and repair of each Lot, including but not limited to landscaping, the interior and exterior of the residence, improvements constructed thereon, and the interior of any fence on the boundary line of a Common Area and a Lot shall be the responsibility of the Owner(s) thereof. It shall be the duty and obligation of each Owner to landscape the front, back and side yard of his or her Lot in accordance with the design and landscaping guidelines adopted by the Board of Directors of the Association. The landscaping requirements may be changed by the Board of Directors of the Association.

Section 2. Maintenance of Common Area. To the extent not performed by the applicable governmental entity or Owner, the Association shall be responsible for the landscaping and maintenance of the Common Area, including but not limited to repair of signage, fencing, stone work, irrigation facilities and equipment, lighting and electrical fixtures and equipment, and plantings. No Owner shall, in whole or in part, change the landscaping, grade or fencing or in any way change existing structures on any portion of the Common Area.

Section 3. Owner's Negligence. Notwithstanding anything to the contrary contained in this Article VIII, in the event that the need for maintenance or repair of the Common Area is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest or invitee of such Owner, the cost of such repair or maintenance shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction

shall be added to and become part of the assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot as provided in Article IV of this Declaration. A determination of the negligence or willful act or omission of any Owner or any Member of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefor, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

**ARTICLE IX**  
**RESTRICTIONS**

Section 1. General Plan. It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Property, in order to enhance the value, desirability, and attractiveness of the Property and to promote the sale thereof.

Section 2. Restrictions Imposed. The Declarant hereby declares that all of the property shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon, and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements, and covenants, as well as those contained elsewhere in this Declaration.

Section 3. Use of Common Area.

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

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

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

Section 4. Residential Use. Subject to Section 5 of this Article IX, Lots shall be used for residential purposes only, including all ancillary uses permitted by applicable zoning ordinance.

Section 5. Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant, its employees, agents, contractors, and designees to perform such reasonable activities, and to maintain upon portions of the Property such facilities, as Declarant deems necessary or incidental to the construction and sale of Lots

and development of the Property, specifically including without limiting the generality of the foregoing, maintaining business and sales offices, storage areas, construction yards and equipment signs, model units which shall be located on Lots owned by Declarant or Declarant's designee, parking areas and lighting facilities. Sales offices shall be removed from the Property and model units shall be sold to Owners within ten (10) years from the date of this Declaration. Sales offices and model units may be relocated from time to time to other Lots and shall be of a size compatible with the development of the Property.

Section 6. Household Pets. No animals, livestock, reptiles, poultry or insects, of any kind, shall be raised, bred, kept or boarded in or on the property; provided, however, that the Owners of each Lot may keep a reasonable number of dogs, cats, fish or other domestic animals which are bona fide household pets, so long as such pet(s) are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident(s) of the Property. An Owner's right to keep household pets shall be subject to any rules and regulations promulgated by the Association regarding pet control and be coupled with the responsibility to pay for any costs to the association for any damages caused by such Owner's pet(s).

Section 7. Lots to be Developed and Maintained. All lots shall be developed to contain a dwelling unit within five (5) years of transfer of the same from Declarant to the first Owner. No Lot may be held as open space or as a buffer between dwelling units. Except during any period of construction or reconstruction, each Lot at all times shall be kept in a clean, sightly, and wholesome condition. No tall weeds, trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any lot so that the same are visible from any neighboring Lot, the Common Area, or any street.

Section 8. Temporary Structures. Except as hereinafter provided, no structure of a temporary character, including but not limited to a house trailer, tent, shack, or outbuilding shall be placed or erected upon any Lot, and no residence shall be occupied in any manner at any time prior to its being fully completed, nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions herein set forth; provided, however, that during the actual construction, alteration, repair or remodeling of a residence, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any residence shall be prosecuted diligently from the commencement thereof until the completion thereof.

Section 9. Miscellaneous Structures.

(a) No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Lot other than a name plate of the occupant and a street number, and except for a "For Sale" or "For Rent" sign not to exceed five (5) square feet; notwithstanding the foregoing, signs, advertising, or billboards used by the Declarant or its designees in connection with the sale or rental of lots, or otherwise in connection with any development of the property,



shall be permissible, provided that such use by the Declarant or its designees shall not unreasonably interfere with any Owner's use and enjoyment of his Lot, the Common Area, or with such Owner's ingress or egress from a public way to the Common Area of his Lot.

(b) Unless otherwise be permitted by the DCC, all antennae, except small diameter (4' or less) satellite receivers, shall be installed inside any residence.

(c) No clotheslines, dog runs, drying yards, service yards, wood piles or storage areas shall be so located on any Lot as to be visible from a street.

(d) Any accessory building shall be a maximum of six (6) feet in height and shall be of the same or similar materials and color as the residence and shall be subject to the review of the DCC.

Section 10. Vehicular Parking, Storage and Repairs.

(a) Any house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, motor-driven cycle, truck (larger than one ton), self-contained motorized recreational vehicle, or other type of recreational vehicle or equipment, may be parked or stored on or within the Property only if such parking or storage is done wholly within the enclosed garage located on a Lot or is otherwise screened from view from any street adjoining property or common area. Any such vehicle may be parked temporarily for loading, delivery, or emergency. The restriction, however, shall not restrict trucks or other commercial vehicles within the Property which are necessary for construction or for the maintenance of the Common Area, Lots, or any improvements located thereon.

(b) Except as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on or within the Property. An "abandoned or inoperable vehicle" shall be defined as the whole or part of any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer, or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted vehicles parked by Owners while on vacation or during a period of illness shall not constitute abandoned or inoperable vehicles. In the event the Association shall determine that a vehicle is an abandoned or inoperable vehicle, a written notice describing said vehicle shall be personally delivered to the Owner thereof (if such Owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the Owner thereof cannot be reasonably ascertained), and if the abandoned or inoperable vehicle is not removed within 72 hours thereafter, the Association shall have the right to remove the vehicle at the sole expense of the Owner thereof.



(c) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on or within the property, unless it is done within a 24-hour time period or within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, or motor-driven cycle, together with those activities normally incident and necessary to such washing and polishing.

(d) All garages shall be sized for a minimum of two (2) cars.

Section 11. Nuisances. No nuisance shall be permitted on or within the Property, nor any use, activity or practice which is the source of annoyance or embarrassment to, or which offends or disturbs, any residents of the Property, or which interferes with the peaceful enjoyment or possession and proper use of the Property, or any portion thereof, by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant or its designees which are reasonably necessary to the development of and construction on the property; provided, however, that such activities of the Declarant or its designees shall not unreasonably interfere with any Owner's use and enjoyment of his Lot or the Common Area, or with any Owner's ingress and egress to or from his Lot and a public way.

Section 12. Lots Not to be Subdivided. No Lot shall be subdivided, except for the purpose of combining portions with an adjoining Lot, provided that no additional building site is created thereby. Not less than one entire Lot, as conveyed, shall be used as a building site.

Section 13. Underground Utility Lines. All electric, television, gas and telephone line installations shall be placed underground, except that during the construction of any residence the contract or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

Section 14. No Hazardous Activities. No activities shall be conducted on the Property or within improvements constructed on or within the Property which are or might be unsafe or hazardous to any person or property.

Section 15. No Annoying Light Sounds or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare when viewed from the street, adjacent property or Common Area. No sound, including by way of illustration, dog barking, shall be emitted from any Lot which is unreasonably loud or annoying and no odor shall be permitted from any lot which is noxious or offensive to others.

Section 16. Garbage and Refuse Disposal. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, the Common Area, or any Lot, unless placed in a suitable container

suitably located, solely for the purpose of garbage pickup. All containers shall be removed from the street the same day and returned to its screened area. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. All trash receptacles shall be screened as provided in the DCC guidelines.

Section 17. Leases. The term "lease," as used herein, shall include any agreement for the leasing or rental of a Lot or any portion thereof, and shall specifically include, without limitation, a month-to-month rental. Any Owner shall have the right to lease his Lot under the following conditions:

(a) All leases shall be in writing;

(b) All leases shall provide that the terms of the lease and lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation, Bylaws and rules and regulations of the Association, and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease; and

(c) No lease shall be for less than thirty days.

Section 18. Rules and Regulations. Rules and regulations concerning and governing the Property or any portion thereof may be adopted, amended or repealed, from time to time by the Board of Directors of the Association, and the Board of Directors may establish and enforce penalties for the infraction thereof, including without limitation the levying and collecting of fines for the violation of any of such rules and regulations.

Section 19. Management Agreement and Other Contracts.

(a) The Association may utilize professional management in performing its duties hereunder. Any agreement for professional management of the Association's business or any contract providing for the services of Declarant shall have a maximum term of three (3) years and shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon thirty (30) days prior written notice.

(b) Any contracts, licenses or leases entered into by the Association while the Declarant controls the Association shall provide for termination by either party, thereto, with or without cause and without payment of a termination fee, at any time after termination of the Declarant's control, upon thirty (30) days prior written notice.

(c) Notwithstanding anything to the contrary, the Association may enter into contracts, licenses and leases in violation of this Section 19 hereof upon a waiver of any requirement contained herein by the Federal National Mortgage Association.

Section 20. No Mining or Drilling. No mining, drilling, quarrying, digging or excavating for the purpose of testing for the existence of, or extracting oil, gas, coal or minerals of any kind shall be performed upon or within the Property.

Section 21. Irrigation. Due to concerns regarding water conservation and the geologic integrity of the Subdivision, the Association shall have the exclusive right to control the irrigation system within the Subdivision. The Association shall own all applicable shares of Redlands Water & Power Company stock. Use of the irrigation system shall be controlled by the Association under Rules and Regulations adopted by the Association which shall incorporate the standard specifications of Redlands Water & Power Company. The irrigation system rules and regulations may contain such restrictions on watering lawns and gardens as may be necessary to balance the water supply.

Section 22. Drainage. Release of contaminants or hazardous materials into the Subdivision drainage is prohibited and the Association shall indemnify and hold harmless Redlands Water & Power Company from any such contamination.

Section 23. Geotechnical Requirements. Prior to commencement of the construction of any improvements of any Lot the Owner of such Lot shall comply with the recommendations and requirements of the Preliminary Geotechnical Investigation for South Camp Meadow Subdivision prepared by Western Colorado Testing, Inc. report, dated August 2, 1995, and the Subsurface Soils Exploration report for Trails West Village prepared by Lincoln DeVore, Inc., in November of 1995. If required by the DCC, written confirmation of compliance from a licensed engineer or qualified professional shall be submitted to the DCC for review and approval.

## ARTICLE X FIRST MORTGAGES

Section 1. Member and First Mortgagee Approval. The Association shall not:

(a) unless it has obtained the prior written consent of at least sixty-seven percent (67%) of the Members and sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each First Mortgage owned);

(i) by act or omission, repeal, waive, or abandon any scheme of design control, or enforcement thereof, as set forth in this declaration, regarding the design or

maintenance of the Lots, improvements thereon or the Common Area;

(ii) fail to maintain full current replacement cost fire and extended insurance coverage on the Common Area;

(iii) use hazard insurance proceeds for Common Area property losses for purposes other than to repair, replace, or reconstruct such property;

(iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any common property owned, directly or indirectly, by the Association for the benefit of the Owners (excluding the granting of permits, licenses and easements for public utilities, roads, or other purposes reasonably necessary or useful for the proper maintenance or operation of the Property or the Association);

(v) materially change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(vi) add or amend any material provisions of this Declaration or the Articles of Incorporation of the Association which establish, provide for, govern or regulate any of the following, provided that any First Mortgagee who receives a written request to approve any additions or amendments to any of such documents and who does not deliver or post to the requesting party a negative response within thirty (30) days after receipt of such a request shall be deemed to have approved such request, and provided that such additions or amendments shall not be considered material if they are for the purpose of correcting technical errors or for clarification only, and further provided that this subsection (vi) shall not apply to amendments to this Declaration or the Articles of Incorporation of the Association made as a result of destruction, damage or condemnation of the property or the improvements thereon:

- 1) voting;
- 2) assessments, assessment liens or subordination of such liens;
- 3) reserve for maintenance, repair and replacement of those elements of the Common Area which must be maintained, repaired or replaced on a periodic basis;
- 4) insurance, including but not limited to fidelity bonds;
- 5) rights to use of the Common Area;



- 6) responsibility for maintenance and repair of any portion of the Property;
- 7) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property;
- 8) interests in the Common Area;
- 9) convertibility of Lots into Common Area or of Common Area into Lots;
- 10) imposition of any right of first refusal or similar restriction on the right of any Owner to sell, transfer or otherwise convey his Lot;
- 11) any provisions which are for the express benefit of First Mortgagees, or insurers or guarantors of First Mortgages.

(vii) restore or repair the Common Area, or any portion thereof, including but not limited to improvements located thereon, after a partial condemnation or damage due to any insurable hazard, other than substantially in accordance with this Declaration and the most recent plans and specifications for the Common Area and the construction of improvements thereon.

Section 2. Notice of Action. Upon written request to the Association, identifying the name and address of the First Mortgagee or insurer or guarantor of the First Mortgage and the residence address of the property which is subject to such First Mortgage, each such First Mortgage or insurer or guarantor of such a First Mortgage, shall be entitled to timely written notice of:

(a) any condemnation loss or casualty loss which affects a material portion of the Property or any Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor of a First Mortgage;

(b) any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor, or any default by such Owner in any obligation under the Declaration, Articles of Incorporation or Bylaws of the Association and the Board of Directors of the Association has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of a specified percentage of First Mortgagees as provided in this Article X.

Section 3. Audit. The Association shall provide an audited financial statement for the immediately preceding fiscal year free of charge to any first Mortgagee, insurer or guarantor of a First Mortgage within a reasonable time after written request therefor.

## ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the covenants, conditions, restrictions, design guidelines, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Association, as amended, shall be by any proceeding at law or in equity against any person or persons, including without limitation the Association, violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of the aforesaid documents in any action instituted or maintained under this Section, and the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 3. Inapplicability of Certain Provisions to Condominiums. The provisions of Article IV Section 8, Article VI, Article VII, Article VIII, Article IX Sections 10(d) and 21 shall not apply to any condominium units which shall be further governed by a separate or supplemental Declaration with respect to the matters contained therein. It is the Declarant's intent for any condominium units to be governed by a separate Association or subassociation and for these covenants, conditions and restrictions to apply in the first instance unless any provision conflicts with any provision of a separate or supplemental Declaration governing condominium units in which case the latter shall control.

Section 4. Easements. Easements for the installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded plat of the Property, or any portion thereof, or other duly recorded instrument(s). Further, the Property or portions thereof, is now or may hereafter be, subject to easements, licenses, and other recorded documents. Within these easements no fence, 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 change the direction of flow of drainage channels in the easements, Declarant hereby reserves the right to enter upon the property to correct any flow of water and to establish and re-establish drainage channels.

Section 5. Conflict of Provisions. In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Section 6. Street Lighting. Unless street lighting and the cost thereof is provided by the City of Grand Junction, all Lots shall be subject to and bound to Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

Section 7. Annexation.

(a) Reservation of Right to Expand. Declarant reserves the developmental right to expand the Property to include additional Lots at any time without approval by the Lot Owners. The right of expansion or annexation shall not expire.

(b) Supplemental Declarations and Supplemental Plats. Annexation may be accomplished by the filing for record by Declarant in the office of the Clerk and Recorder of Mesa County, Colorado, one or more Supplemental Declarations setting forth the Lots and other real property, if any, to be included in the expansion, together with any covenants, conditions, restrictions and easements particular to such property. Annexation may be accomplished in phases or filings at different times, by successive supplements or in one supplemental annexation. No assurances are made by the Declarant that such property will be annexed or that the annexation will be undertaken in any particular order. Further, no assurances are made by the Declarant that a certain number of Lots or units, improved or unimproved, will be developed.

(c) Expansion of Definitions. In the event of such expansion, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Property subject to this Declaration as so expanded. For example, "Lot" shall mean the Lots described in Article I, Section 10 above plus any additional Lots added by a Supplemental Declaration or Declarations, and reference to this Declaration shall mean this Declaration as supplemented. All conveyances of Lots shall be effective to transfer rights in the property as expanded. Except for the addition of condominium units, the recordation in the records of Mesa County, Colorado, of a supplemental parcel map or maps incident to any expansion shall operate automatically to grant, transfer, and convey to the Association any new Common Area added to the Property as the result of such expansion. The allocation for assessments may be amended pro rata to reflect the

increase in the number of Lots added to the Declaration.

(d) Declaration Operative to New Lots. The new Lots shall be subject to all of the terms and conditions of this Declaration which are not amended or changed by any Supplemental Declaration, upon placing the supplemental plat map(s) depicting the Expansion Property and Supplemental Declaration(s) of public record in the real estate records of Mesa County, Colorado.

(e) No Objection to Expansion. No Member of the Association shall have any right of objection to the exercise of the developmental rights set forth above.

Section 8. Duration, Revocation and Amendment.

(a) Each and every provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. Except as provided in Article X hereof and in Subsections (b) and (c) of Section 7 above, this Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by any instrument approved in writing by not less than sixty-seven percent (67%) of the Members. Such amendment shall be effective when duly recorded in Mesa County, Colorado.

(b) Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration, Articles of Incorporation or Bylaws of the Association at any time prior to the termination of Declarant's control or the Association, for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of any such document. Such technical amendments shall not be subject to the requirements of Section 8(a) above.

Section 9. Rights of Declarant Incident to Construction. An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress and egress over, in, upon, under, and across the Common Area, including but not limited to the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's or its designees' construction on the property; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, his family Members, guests, or invitee, to or of that Owner's Lot. Declarant, for itself and its successors and assigns, hereby retains a right to store construction materials on Lots owned by Declarant and to make such other use thereof as may be reasonably necessary or incidental for the purpose of the completion or improvement of the property, the performance of Declarant's obligations hereunder, and the sale of the Lots. Any special declarant rights created or reserved under this Article or elsewhere in this Declaration for the benefit of Declarant may be transferred to any



person by an instrument describing the rights transferred and recorded in the office of the Clerk and Recorder for the County of Mesa. Such instrument shall be executed by Declarant and its transferee. The rights of Declarant reserved in this Section 9 shall expire ten (10) years after the recording of this Declaration.

Section 10. Rights of Declarant Incident to Irrigation Water and Facilities. The property owned by Declarant and not yet platted within Trails West Village is subject to an irrigation easement for the benefit of the Association. However, the Declarant reserves the right to utilize any irrigation storage facility on the Property to serve all of the property described on Exhibit "A" whether or not such property is annexed hereunder. In the event all or any part of such property is not annexed, the Declarant shall pay the Association its pro rata share of the annual cost of the irrigation water and facility based upon the total number of residential dwelling units served.

Section 11. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. However, if any Owner fails to so notify the association of a registered address, then any notice or demand may be sent to such Owner at the address of such Owner's Lot. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, to the address set forth in the Association Bylaws until such address is changed by the Association.

IN WITNESS WHEREOF, the declarant, being the Declarant herein, has hereunto set its hand and seal as of the day and year first above written.

CAMELOT INVESTMENTS, LLC

By: Brian L. Stowell

Brian L. Stowell

Its: Member/Manager

STATE OF COLORADO)

) ss.


COUNTY OF PITKIN )



The foregoing instrument was acknowledged before me this 10th day of October, 1996 by  
Brian In Stowell, manager and member of Camelot Investments, LLC.

WITNESS my hand and official seal.

My commission expires:

  
Notary Public

lvvccrs3

**Exhibit A**

**BOOK 2271 PAGE 310**

**Parcel # 2945-183-00-039**

Owner of Record: Camelot Investments LLC

Beginning at a point that bears North 00 degrees 22' West 360.00 feet from the Southwest Corner of said Section 18 (and considering the West boundary line of said Lot 4 of said Section 18 to bear North 00 degrees 22' West with all bearings contained therein relative thereto) thence North 00 degrees 22' West 1038.10 feet; thence South 82 degrees 35' East 325.90 feet; thence North 00 degrees 22' West 28.50 feet; thence North 89 degrees 34' East 996.42 feet to the East boundary line of said Lot 3; thence South 00 degrees 30'21" East 57.57 feet to the Northeast Corner of said Lot 4; thence South 00 degrees 19'04" East 1324.52 feet to the Southeast Corner of said Lot 4; thence South 89 degrees 34' West 1100.52 feet; thence North 00 degrees 22' West 360.00 feet; thence South 89 degrees 34' West 217.80 feet to the place of beginning.

**Parcel # 2945-183-00-002**

Owner of Record: The Elaine F. Chew Trust, 50%, Richard H. Chew, 10.75%, Edward S. Chew, 10.75%, Charles K. Chew, 10.75%, Sarah Hennesey, 10.75%, and William Chew, 7.0%.

The NE1/4 SW1/4 of Section 18, Township 1 South, Range 1 West of the Ute Meridian.

**Parcel # 2945-183-00-006**

Owner of Record: The Edward M. Lippoth Revocable Trust, an undivided 50%, and The Nadine L. Lippoth Revocable Trust, an undivided 50%.

E1/2 NW1/4 SE1/4 SW1/4 of Section 18, Township 1 South, Range 1 West of the Ute Meridian.

**Parcel # 2945-183-00-009**

Owner of Record: Robert L. Cooney, Sharon D. Cooney, and Shawn R. Cooney, in Joint Tenancy.

W1/2 SW1/4 SE1/4 SW1/4, Section 18, Township 2 South, Range 1 West of the Ute Meridian.

**Parcel # 2945-183-00-062**

Owner of Record: Miriam F. Doell.

Beginning at a point North 00 degrees 22' West 79.6 feet from the Northwest Corner of Lot 4 in Section 18, Township 1 South, Range 1 West of the Ute Meridian, thence North 0 degrees 22' West 1453.9 feet, thence East to the Right of Way of the Second Lift Canal of the Redlands Water and Power Company, thence continuing along said Right of Way of the Redlands Water and Power Canal in a Southerly direction to the South line of SE1/4 NW1/4 of said Section 18, thence West to the Southwest Corner of the said SE1/4 NW1/4, thence South 1663.5 feet, thence North 82 degrees 35' West 1330 feet to point of beginning, EXCEPT that part lying South of a line described as follows: Beginning at a point North 00 degrees 22' West 1644.61 feet from the Southwest Corner of said Section 18, thence East 322.90 feet, thence South 0 degrees 22' East 288.58 feet, thence North 89 degrees 34' East 996.42 feet to the East line of Lot 3, AND ALSO EXCEPT Beginning at a point on the West line of the NW1/4 SW1/4 of Section 18, Township 1 South, Range 1 West of the Ute Meridian, which bears North 00 degrees 22' West 873.50 feet from the Southwest Corner of NW1/4 SW1/4 SW1/4, thence East 660.00 feet, thence North 00 degrees 22' West 660.00 feet, thence West 660.00 feet, thence South 00 degrees 22' East 660.00 feet to Point of Beginning, AND ALSO EXCEPT the West 20 feet thereof.

**Parcel # 2945-183-00-005**

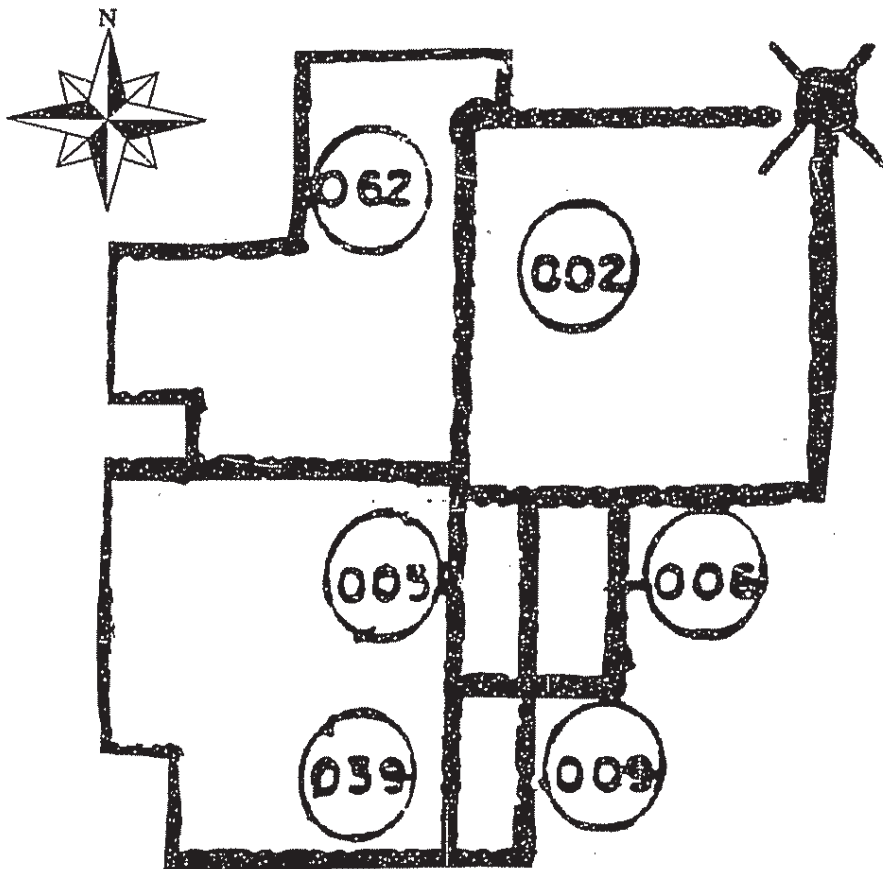
Owner of Record: Edwin L. Oberto and Anne B. Oberto

The W1/2 NW1/4 SE1/4 SW1/4 of Section 18, Township 1 South, Range 1 West of the Ute Meridian.

These properties are further described on the attached map.

# TRAILS WEST VILLAGE

TIS RIW  
2945







2 PAGE DOCUMENT

**FIRST SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
TRAILS WEST VILLAGE  
(FILINGS II AND III)**

THIS DECLARATION is made and entered into this 20<sup>th</sup> day of June, 1997, by Camelot Investments, LLC, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property situated in Mesa County, Colorado, known as Trails West Village, Filing No. II, according to the plat thereof recorded the 24<sup>th</sup> day of June, 1997, in Mesa County, Colorado in the real property records of Mesa County, Colorado, the same being a re-plat of Lot 2, Trails West Village as described in the plat recorded October 14, 1996 in the real property records of Mesa County, Colorado, in Plat Book No. 15, Page Nos. 176 and 177;

WHEREAS, Filing II contains 14 Lots, as defined in the Declaration of Covenants, Conditions, and Restrictions of Trails West Village recorded on October 14, 1996 in Book 2271 at Page 281 in the real property records of Mesa County (hereinafter referred to as the "Declaration"), including the easements and licenses appurtenant to, or included within the property as shown on the plat;

WHEREAS, the Declarant is the owner of Lot 3, Trails West Village, as described in the plat recorded October 14, 1996 in the real property records of Mesa County, Colorado, in Plat Book No. 15, Page Nos. 176 and 177 (hereinafter "Lot 3"), which will be re-platted as Trails West Village, Filing III;

WHEREAS, the Declarant previously recorded the Declaration on October 14, 1996 in Book 2271 at Page 281 in the real property records of Mesa County for the purpose of subjecting the property known as Trails West Village, Filing No. I, to certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges, including those set forth pursuant to the provisions of the Colorado Common Interest Ownership Act ("Common Interest Act"), in order to protect the value and desirability of said property and also to further a plan for the improvements, sale and ownership of said property;

WHEREAS, the Declarant desires to subject the Trails West Village properties comprising Filing No. II and Lot 3, to be known as Filing III, to the same covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth in the Declaration recorded October 14, 1996 in Book 2271 at Page 281, Mesa County records, and for the same purposes; and

WHEREAS, the Declarant does not, by the recording of this First Supplemental Declaration of Covenants, Conditions and Restrictions of Trails West Village, intend to authorize or create the right of the Declarant or Owners of Lots subject to this First Supplemental Declaration to form a "subassociation", as that term is defined at Article III, Section 6 of the Declaration recorded October 14, 1996, nor otherwise expand or limit the covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth in that Declaration.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described above and comprising Trails West Village, Filing II, and Lot 3, Trails West Village (Filing III) shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth in the Declaration recorded October 14, 1996, in Book 2271 at Page 281, Mesa County records, which are for the purpose of protecting the value and desirability of, and which shall run with the above-described 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.

IN WITNESS WHEREOF, the declarant, being the Declarant herein, has hereunto set its hand and seal as of the day and year first above written.

CAMELOT INVESTMENTS, LLC

By: Brian L. Stowell  
Brian L. Stowell

Its: Member/Manager



) ss.  
( )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 1997 by Brian L. Stowell, manager and member of Camelot Investments, LLC.

WITNESS my hand and official seal.  
My commission expires: 1-11-2000

Margaret H. Popick  
Notary Public

REDLANDS WATER & POWER COMPANY  
2518 MONUMENT ROAD, SUITE C  
GRAND JUNCTION, CO. 81503  
(970) 243-2173  
FAX (970) 256-1320

BOOK 2388 PAGE 662  
1825535 12/23/97 0225PM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REG FEE \$5.00 SURCHG \$1.00

December 18, 1997

Certified Mail No. P 384 462 828  
Return Receipt Requested

Tony Perry and Norma Valentine  
420 Montero Street  
Grand Junction, Co. 81503

Subject. Letter of Notification for Owner(s) of Lot 6, Block 3, Trails West Villiage,  
Filing No. One, Mesa County, Colorado

This Letter is formal notification that the subject lot and block overlaps on a portion of the right-of-way for Lift No. 2 of the Redlands Water & Power Company. The Plat for the subject subdivision that was filed at the Mesa County Clerk and Records Office in Book 15, Page 176-177 does not accurately indicate the actual limits of the canal right-of-way. Redlands Water & Power Company has historically used and claims a specific width of 25 feet from the canal centerline immediately adjacent to your property.

If structures are built within the canal right-of-way they will be subject to being damaged or destroyed without cost to Redlands Water & Power Company during operation and maintenance activities along the canal. To lessen this risk, please do not place anything, particularly permanent structures, within the canal right-of-way. The fence that is being erected at the back of your property is approximately 5 to 7 feet inside the canal right-of-way and will interfere with canal operation and maintenance activities. To prevent future removal of this fence please realign the fence to coincide with the 25 foot canal right-of-way.

This letter is being sent to you certified mail-return receipt requested and a copy of this letter will be recorded at the Mesa County Clerk and Records Office for public record. The canal right-of-way is a perpetual right which runs with the land. All future owners of the subject property are subject to this canal right-of-way

If you have any questions, please call Redlands Water & Power Company at  
(970) 243-2173.



1825539 12/23/97 0225PM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$5.00 SURCHG \$1.00

REDLANDS WATER & POWER COMPANY  
2518 MONUMENT ROAD, SUITE C  
GRAND JUNCTION, CO. 81503  
(970) 243-2173  
FAX (970) 256-1320

December 19, 1997

Certified Mail No. P 416 314 232  
Return Receipt Requested

Jesse & Jason Killebrew  
428 Montero Street  
Grand Junction, Co. 81503

Subject: Letter of Notification for Owner(s) of Lot 4, Block 3, Trails West Villiage,  
Filing No One, Mesa County, Colorado

This Letter is formal notification that the subject lot and block overlaps on a portion of the right-of-way for Lift No. 2 of the Redlands Water & Power Company. The Plat for the subject subdivision that was filed at the Mesa County Clerk and Records Office in Book 15, Page 176-177 does not accurately indicate the actual limits of the canal right-of-way. Redlands Water & Power Company has historically used and claims a specific width of 25 feet from the canal centerline immediately adjacent to your property.

If structures are built within the canal right-of-way they will be subject to being damaged or destroyed without cost to Redlands Water & Power Company during operation and maintenance activities along the canal. To lessen this risk, please do not place anything, particularly permanent structures, within the canal right-of-way.

This letter is being sent to you certified mail-return receipt requested and a copy of this letter will be recorded at the Mesa County Clerk and Records Office for public record. The canal right-of-way is a perpetual right which runs with the land. All future owners of the subject property are subject to this canal right-of-way.

If you have any questions, please call Redlands Water & Power Company at (970) 243-2173.



