100K 628 MGE 503

DECLARATION OF EASEMENTS, RESTRICTIONS
AND COVENANTS FOR
GRASS MESA RANCH

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GRASS MESA LTD. AND GRASS MESA JOINT VENTURE, (hereinafter collectively referred to as the "Declarant") are the owners of that real property located in Garfield County, Colorado and described on Exhibit "A" attached hereto and incorporated herein by this

WHEREAS, Declarant desires to sell and convey portions of said property in Lots of not less than thirty-five (35) acres each and desires that all of said real property be subject to easements, restrictions, covenants and conditions (hereinafter collectively referred to as "covenants") as hereinafter set forth.

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

### ARTICLE I DEFINITIONS

- 1. Association: "Association" means the Grass Mesa Homeowners Association, a Colorado non-profit corporation, its successors and
- Declaration: "Declaration" means this document and any and all amendments and supplements thereto, if any.
- 3. Lot. "Lot" means and refers to any parcel, tract or plot of land, however designated, located within the properties and designated by Declarant for separate fee simple ownership each of which contain thirty-five (35) acres or more.
- 4. Owner: "Owner" means and refers to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties.
- 5. Properties: "Properties" means and refers to that certain real property hereinabove described.

# ARTICLE II ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- 1. Membership: Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot and such membership shall be transferred automatically by the transfer (in whatsoever form) of such Lot. No person or entity other than an owner may be a member of the Association.
- 2. Voting: The members of the Association shall have such voting rights in the election of Directors and on other matters requiring the vote of members as provided in the Articles of Incorporation and By-Laws of the Association.

In the event any Lot is owned by two or more persons, whether by joint tenancy, tenancy in common or otherwise, the membership as to such Lot shall be joined, and a single membership for such Lot shall be issued in the names of all owners, and they shall designate to the Association, in writing at the time of issuance, one person who shall hold the membership and have the power to vote said membership. In the

absence of such designation, the Board of Directors of the Association may designate one of the owners as the voting member. Owners of more than one Lot shall have one membership in the Association for each Lot owned.

- 3. Duties and Responsibilities of the Association; Declarant has caused the Association to be incorporated as a Colorado non-profit corporation. The Association shall have the following duties, rights and powers:
  - (a) To promulgate and from time to time supplement and amend reasonable rules and regulations governing the use of the Association's roads, common easements and water rights, which rules and regulations shall be consistent with the rights and duties established in this Declaration.
  - (b) To own and maintain certain water rights and the ditches and ditch rights appurtenant thereto.
  - (c) To levy and make assessments, for expenses and liabilities which may be incurred by the Association in furtherance of its purposes under or by reason of this Declaration, its Articles of Incorporation or By-Laws.
  - (d) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from the owners for violation of the covenants contained herein or the Rules and Regulations as promulgated hereunder.
  - (e) To employ counsel, attorneys, and auditors in connection with legal matters of the Association and audit of its books and records, which audits shall be available to owners for inspection.
  - (f) To exercise any right or privilege given it expressly by this declaration or by law, and every other right, privilege, and power reasonably to be implied from the existence of any right or privilege given it herein or by its Articles of Incorporation or By-Laws or reasonably necessary to to effectuate its function and purposes.

#### ARTICLE III ASSESSMENTS

- 1. Levy of Assessments. The Declarant, for each Lot owned within the properties, hereby covenints, and each owner of any Lot 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 such annual and special assessments as the Association shall levy from time to time in accordance with its Articles of Incorporation and By-Laws.
- 2. Lien. Association assessments shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Any such lien may be enforced by foreclosure commenced by action of the Association in like manner as a mortgage on real property. In any such foreclosure, the owner of the subject Lot shall be required to pay the costs and expenses of such proceeding, including reasonable attorney's fees. The Association shall also be vested with the right and power, in its own name, to take and prosecute all suits which may be necessary or advisable for the collection of delinquent assessments.

## ARTICLE IV USE RESTRICTIONS

1. Residential Use. No Lot shall be used except for residential

purposes and only one detached, single family dwelling, not to exceed three stories in height shall be erected, altered, placed or permitted to remain on any Lot; provided that a private garage, private guest house, private stable or barn or other non-residential outbuildings may be constructed on a Lot. No part of the properties shall be occupied or used for any commercial or business purpose, except for a home occupation or profession conducted entirely within a building by the owners thereof, provided such use is clearly incidental and secondary to the use of said property for residential purposes. No display, stock in trade, signs or other external advertising of any such home occupation or profession shall be permitted. Any provision herein to the contrary notwithstanding, crops and other agricultural produce, produced on any Lot may be sold from such Lot.

- 2. Temporary Structure. No structure of a temporary nature such as a tent, travel trailer, garage, barn, or other outbuilding or basement shall be used upon any Lot as a residence, either temporarily or permanently; provided, however, a temporary structure shall be permitted on a Lot during construction of a permanent residence thereon for a period not to exceed one year. Such temporary structures may otherwise be maintained for residential purposes on any Lot during non-construction periods for a period not to exceed sixty (60) days.
- 3. Mobile Homes. Mobile Homes may be placed and maintained upon any Lot for a period not to exceed two (2) years provided that any such mobile home is skirted and has received all required County and other governmental approvals. Any such mobile home may thereafter be maintained permanently on any Lot provided it is sided, has a pitched roof, is placed upon a permanent foundation and is approved by the Declarant or the Architectural Committee pursuant to paragraph 6 below.
- 4. Animals. Household pets, horses, cattle, sheep, goats, pigs, rabbits, poultry and other farm animals may be kept upon any Lot subject to the following limitations:
  - (a) All such animals shall be properly maintained in pens, fences or other appropriate enclosures or shall otherwise be under control at all times; and
  - (b) No animals shall be permitted to create a nuisance or annoyance within the Properties; and
  - (c) No animals shall be kept for feedlot or other similar commercial purposes, but may be kept for commercial breeding purposes; and
  - (d) The farm animals kept on any Lot shall be of a number which will not deplete the natural vegetation or otherwise "overgraze" such Lot and it shall be presumed for this purpose that a total of ten (10) head of horses, cattle, sheep, pig, goats or other similar animals, or any combination thereof, shall be the maximum total number of such livestock permitted on any Lot.
- 5. Completion of Structures and Improvements. Construction or installation of any structure or improvement on any Lot shall proceed promptly and diligently upon commencement thereof. Failure to complete any structure or improvement within one (1) year after the date the same is commenced shall constitute a violation of this covenant which may be enforced by an affirmative injunction requiring the removal of the partially constructed or installed structure. Such one year time period may be extended under unusual circumstances in the discretion and with the written approval of the Declarant or the Architectural Committee.
- 6. Architectural Control. No building shall be placed, erected or altered on any Lot until the construction plans and specifications for such building, showing the location for the proposed construction upon a Lot, have been approved by the Declarant or by such Architectural Committee as may be appointed by the Declarant or by the Board of Directors of the Association. In the event the Declarant or the

Architectural Committee, as applicable, shall fail to approve or disapprove such plans and specifications within twenty (20) days after said plans and specifications have been submitted to it, approval will not be required and this covenant shall be deemed to have been fully complied with. The Declarant or the Architectural Committee shall exercise its best judgment to the end that all buildings or improvements constructed within the properties shall conform to minimum guidelines as established by the Declarant or the Architectural Committee from time to time, for the purpose of preserving the values of the Lots within the Properties; provided, however, the approval required by this covenant shall not be unreasonably withheld.

- 7. Signs. No Lot shall have one or more signs erected, placed, permitted, or maintained thereon which sign or signs have a total combined size of more than ten (10) square feet; except that the Declarant shall be permitted to use larger signs until all Lots within the properties are sold to the first owner thereof, other than Declarant.
- 8. Lot Maintenance. Each Lot shall be kept in a clean and sightly condition. No trash, litter, junk, or other wastes shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot or any public road.
- 9. Prohibition of Nuisance. No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners or occupants of any portion of the Properties.
- 10. Vehicles. Unlicensed or inoperable vehicles shall not be stored or maintained on the premises for a period in excess of fifteen (15) days, unless such vehicle is stored in a garage or is otherwise screened from view from all other Lots and from all commonly used roadways within the Properties.
- 11. Laws and Regulations. Nothing shall be done on or in connection with any Lot which is in violation of any applicable federal state or local law, regulation, or ordinance, including, but not limited to, building and zoning regulations.
- 12. Fencing. Fencing of any Lot shall be the responsibility of the owner thereof, shall be constructed and maintained in good condition sufficient to assure confinment of any animals kept on such Lot and shall be in accordance with standards established by the Declarant or the Architectural Committee.
- 13. Firearms. The discharge of firearms within the Properties shall be conducted in a manner which does not constitute a nuisance or annoyance to the owner or occupant of any portion of the Properties, shall be at the sole risk of the person carrying on such activity, and such person shall be absolutely liable for the consequences of such activity.
- 14. Setbacks. No building shall be constructed within twenty-five (25) feet of any lot boundary line or established easement.
- 15. <u>Subdivision</u>. No Lot within the properties shall be subdivided into smaller Lots until Declarant has sold and conveyed sixty (60) Lots, or until January 1, 2000, whichever shall first occur, whereupon any Lot may be subdivided upon obtaining all necessary County and other governmental approval of such subdivision provided that no resulting Lot shall be less than ten (10) acres in size.

#### ARTICLE V EASEMENTS

- Easements. Easements over and across the Lots are hereby reserved, as follows:
  - (a) For roadway's, bridle paths and installation and maintenance of pipelines, an easement and right of way along and thirty

- (30) feet on either side of the centerline of the common roadways as the same are established and in place; and
- (b) For installation and maintenance of utilities including, but not limited to, pipelines, an easement and right of way ten (10) feet in width along and inside of the perimeter boundary of each Lot; and
- (c) For bridle paths as the same are reserved and established in the conveyance of certain Lots by the Declarant.
- 2. Bridle Paths. The side boundarys of the bridle path easements, as such easements are established by the Declarant, shall be fenced by the Lot owner adjoining such easement. Said bridle paths shall be maintained by the Association.

#### ARTICLE VI EXCFSS WATER PURCHASE

In the event a water well constructed upon any Lot has a production of more than twelve (12) gallons per minute as reported on the pump installation report for such well, the Declarant shall have the option, within five (5) years following the completion of said well, to purchase the right to use the production of said well in excess of twelve (12) gallons per minute for and in consideration of the payment of Three Thousand Dollars (\$3,000.00) to the owner of said well. The option as herein provided must be exercised by the Declarant, in writing, during said five (5) year option period, which writing shall be accompanied by the Three Thousand Dollar (\$3,000.00) purchase price for said excess water. Declarant, or Declarant's successors or assigns, shall for a period of ninety-nine (99) years following the exercise of said option, be entitled to the use of the water produced from such well in excess of twelve (12) gallons per minute. Declarant, or Declarant's successors or assigns, shall pay any and all expenses related to the installation and maintenance of pipelines, storage and other facilities related to the transportation, storage and use of said excess water by Declarant or Declarant's successors or assigns. Declarant shall be entitled to transfer the use of said excess water to the Association or to the owner of any other Lot.

#### ARTICLE VII ENFORCEMENT

The Association, through its Board of Directors, or any owner of any property within the Properties shall have the right to enforce, by any proceeding at law or in equity, all covenants herein imposed. 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 enforce such covenant or restriction thereafter. In addition to any other remedies otherwise available, the Board of Directors of the Association, or its designated representatives, may, upon violation or breach of any covenant herein, enter upon any property where such violation or breach exists and may abate or remove the thing or condition causing the breach, and the costs incurred in connection therewith shall be billed to and paid by the owner or owners violating or breaching these covenants. If the violating owner or owners fail, after demand, to pay such costs, then such costs shall become a lien upon the property of such owner or owners for the amount due and not paid, pursuant to the provisions of the Articles and By-Laws of the Association.

#### ARTICLE VIII MISCELLANEOUS

- Severability. Each of the covenants herein contained shall be deemed independent and separate and the invalidation of any one shall not affect the validity and continuing effect of any other.
- 2. Amendment and Termination. 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 this Declaration and this Declaration shall thereafter be automatically extended for successive periods of ten (10) years each. This Declaration may be amended or revoked by an instrument approved, in writing, by not less than seventy-five (75%) of the members of the Association. Such amendment or revocation shall be effective only when duly recorded in the records of Garfield County, Colorado.

Colorado. In witness whereof, the undersigned have hereafter affixed their signatures this 7 day of JUNE, 1983. President GRASS MESA JOINT VENTURE STATE OF COLORADO COUNTY OF GARFIELD The foregoing instrument was acknowledged before me this fund , 1983, by Ruhad E. Rudolph , Mesa, Ltd., a Colorado comporation. Witness my hand and official seal. My commission expires: 5-14-8STATE OF COLORADO COUNTY OF GARFIELD The foregoing instrument was acknowledged before me this full to the control of the Grass Mesa Joint Venture, a Colorado joint Joint Witness my hand and official seal. My commission expires: 5-/4-87

EXHIBIT A
(Attached to Declaration of Easements, Restrictions and Covenants for Grass Mesa Ranch)

Grass Mesa Ranch includes a total of seventy-seven (77) lots located in Garfield County, Colorado, and described as follows:

		Description
Lot	Acreage	NWINE of Sec 27 - T6S - R93W
1	40.01	SW4SE4 of Sec 22 - T6S - R93W
lA	39,93	SENSEN OF Sec 22 - T6S - R93W
2	39.87	NENW는 of Sec 27 - T6S - R93W
2A	39.95	NW4SE4 of Sec 27 - T6S - R93W
3	40.14	NW45E4 Of Sec 27 - T6S - R93W
3A	40.02	사람들은 사람들은 아내는 이 가는 아무슨 살아 있다. 아내는 아내는 아내는 아내는 사람들은 그 모양이다.
4	39.95	SWANWA of Sec 27 - T6S - R93W
4A	39.95	SE¼NW¼ of Sec 27 - T6S - R93W
5	39.95	NW½NW½ of Sec 27 - T6S - R93W
6 -	39.87	SWৡSWৡ of Sec 22 - T6S - R93W
6A	39.45	SENSEN of Sec 21 - T6S - R93W
7	39.30	LTSENNEY and ENNEYSEY of Sec 21 - T6S - R93W
8	39.30	Wyseinek and Wyneksek of Sec 21 - T6S - R93W
9	39.30	E뉴SWkNEk and E뉴NWkSEk of Sec 21 - T6S - R93W
10	39.30	W님SWNNE는 and WNNW는SE는 of Sec 21 - T6S - R93W
11	39.45	NE場SW는 of Sec 21 - T6S - R93W
12	39.45	NW놓SW놓 of Sec 21 - T6S - R93W
13	39.45	SW4SW4 of Sec 21 - T6S - R93W
14	39.45	SE4SW4 of Sec 21 - T6S - R93W
15	39.95	W는SW는SE는 of Sec 21 and W는NW는NE는 of Sec 28 - T6S - R93W
16	39.95	ELSWLSEL of Sec 21 and ELNWLNEL of Sec 28 - T6S - R93W
17	40.25	NENE 4 of Sec 28 - T6S - R93W
18	40.28	SENNE of Sec 28 - T6S - R93W
19	40.12	N는NW는SW는 of Sec 27 and N는NE는SE는 of Sec 28 - T6S - R93W
20	40.12	S½NW½SW¼ of Sec 27 and S½NE½SE¼ of Sec 28 - T6S - R93W
21	40.12	NEASWA of Sec 27 - T6S - R93W
22	39.90	SW4SW4 of Sec 26 - T6S - R93W
23	40.27	SELSEL of Sec 27 - T6S - R93W
24	40.12	SE4SW% of Sec 27 - T6S - R93W
25	40.12	SW4SW4 of Sec 27 - T6S - R93W
26	40.20	N눅SEԿSEԿ and NԿSWԿSEԿ of Sec 28 - T6S - R93W
27	40.21	Stand Stand Stand Stand Stand of Sec 28 - T6S - R93W
27 7 7 7 7		

		그는 그는 어느 그 의 회에 대한 그는 하는 이번 그는 사람들은 그리고 있는 것이 없는 데 그리고 함께 되었다. 점에 다른다.
<u>Lot</u>	Acreage	<u>Description</u>
28	40.25	Nanwanea and Naneanea of Sec 33 - T6S - R93W
29	40.25	SINWINE; and SINEINE; of Sec 33 - T6S - R93W
30	40.23	NW4NW% of Sec 34 - T6S - R93W
31	40.23	NE NUL of Sec 34 - T6S - R93W
32	40.30	NW4NE4 of Sec 34 - T6S - R93W
33	40.31	NE4NE4 of Sec 34 - T6S - R93W
34	40.31	SWINE of Sec 34 - T6S - R93W
34A	40.23	SEknWk of Sec 34 - T6S - R93W
35	40.23	SWENW's of Sec 34 - T6S - R93W
36	40,25	SENNE of Sec 33 - T6S - R93W
37	40.25	SW%NE% of Sec 33 - T6S - R93W
38	39.93	NE4SW4 of Sec 33 - T6S - R93W
39	40.20	NW4SE4 of Sec 33 - T6S - R93W
39A	40.20	NE%SE% of Sec 33 - T6S - R93W
40	40.33	N뉴NEŁSWŁ and N뉴NW뉴SE뉴 of Sec 34 - T6S - R93W
41	40.33	SINELSWIM and SINWISEL of Sec 34 - T6S - R93W
42	40.33	N\SE\SW\ and N\SW\SE\ of Sec 34 - T6S - R93W
43	40.33	StSEtSWt and StSWtSEt of Sec 34 - T6S - R93W
44	40.29	SW4SW4 of Sec 34 - T6S - R93W
44A	40,29	NW4SW4 of Sec 34 - T6S - R93W
45	40.20	SEASEA of Sec 33 - T6S - R93W
46	40.20	SW\sek of Sec 33 - T6S - R93W
47	39,93	SE4SW4 of Sec 33 - T6S - R93W
48	62,03	Lot 2 and NE\sW\ of Sec 4 - T7S - R93W
49	40.49	SE\sw\square of Sec 4 - T7S - R93W
50	51,52	W% of Lot 1 and NW%SE% of Sec 4 - T7S - R93W
51	40.59	SW4SE4 of Sec 4 - T7S - R93W
52	46.08	W뉴E뉴 of Lot 1 and W뉴E뉴SE뉴 of Sec 4 - T7S - R93W
5.3	46.08	E½E½ of Lot 1 and E½E½SE½ of Sec 4 - T7S - R93W
54	48.79	Lot 2 and N1/3N\SW\ of Sec 3 - T7S - R93W
55	53,25	S2/3N\SW\ of Sec 3 - T7S - R93W
56	39,15	SN념SW월 of Sec 3 - T7S - R93W
57	40.69	NW\nE\ of Sec 9 - T7S - R93W

Lot	Acreage	Description
58	40.42	NEWNW of Sec 9 - T7S - R93W
59	40.42	SENW4 of Sec 9 - T7S - R93W
60	39.74	NE4SW4 of Sec 9 - T7S - R93W
61	39.75	SE\SW\\\ of Sec 9 - T7S - R93W
62	39.20	SW4NW4 of Sec 16 - T7S - R93W
63	38.86	NW4SW4 of Sec 16 - T7S - R93W
64	37.81	NE4SW4 of Sec 8 - T7S - R93W
65	38.30	SEANWA of Sec 8 - T7S - R93W
66	38.90	NE4SE4 of Sec 17 - T7S - R93W
66A	38.91	SE4SE4 of Sec 17 - T7S - R93W
67	38.30	SW4NW4 of Sec 8 - T75 - R93W
68	37.81	NW4SW4 of Sec 8 - T7S - R93W