

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RENAISSANCE IN THE REDLANDS
FILING ONE AND TWO**

THIS DECLARATION ("Declaration"), made this 7th Day of March, 2005 by Renaissance Homeowners Association, Inc. ("Association"), a Colorado corporation, amends the original Declaration dated the 28th day of September, 2000, filed with Mesa County Recorder, Book 3018, Page 692.

RECITALS

A. Renaissance in the Redlands is comprised of real property ("Property"), independently and corporately owned, in the City of Grand Junction, County of Mesa, State of Colorado, legally described as follows:

Commencing at the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Sec. 18, T.1S, R.1W of the Ute Meridian, from whence the SW corner of said Sec. 18 bears S 00 deg. 22'00" E 1324.71 feet for basis of bearing, thence N 03 deg. 12'43" E 320.42 feet to the point of beginning:

thence E a distance of 302.90 feet;
thence S 00 deg. 20'09" E a distance of 260.26 feet;
thence S 89 deg. 33'08" W a distance of 996.51 feet;
thence N 00 deg. 31'07" W a distance of 1262.67 feet;
thence 89 deg. 45'35" E a distance of 186.97 feet;
thence N 39 deg. 34'35" W a distance of 133.60 feet;
thence N 09 deg. 13'35" W a distance of 113.06 feet
thence N 89 deg. 45'08" W a distance of 741.07 feet;
thence S 00 deg. 22'35" E a distance of 668.75 feet;
thence S 89 deg. 59'17" W a distance of 640.08 feet;
thence S 00 deg. 22'00" E a distance of 553.57 feet to point of beginning.

Association covenants, agrees and declares that the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the following limitations, restrictions, easements, covenants, conditions, reservations, liens and charges, described in this Declaration, all of which are declared and agreed to be in furtherance of a general plan for the improvement and development of the Property. All of the limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any part of it and the successors in interest of such parties, and are imposed upon the Property and every part of it as equitable servitudes which may be enforced by the Association, its successors and assigns.

ARTICLE I

DEFINITIONS

Section 1.01. "Articles" shall mean the Articles of Incorporation of the Association, as they may be amended from time to time.

Section 1.02. "Association" shall mean and refer to Renaissance Homeowners Association, a nonprofit corporation, incorporated under Colorado law.

Section 1.03. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.04. "By-Laws" shall mean the By-Laws of the Association as they may be amended from time to time.

Section 1.05. "CCIOA" means the Colorado Common Interest Ownership Act presently codified at C.R.S. §38-33.3-101, et seq., as it may subsequently be amended from time to time.

Section 1.06. "Common Area" shall mean any and all real property, and the improvements and fixtures on it owned or leased by the Association for the common use and enjoyment of the Members, plus any street or other lighting fixtures owned or controlled by the Association and signage on any Common Area or for the general benefit of the Subdivision or Owners, whether or not located in the Common Area. The Common Area shall be as shown on the recorded plat of the Property and described in the Map and specifically includes tracts A through F and such other or additional parcels as may be added from time to time.

Section 1.07. "Common Expenses" shall mean and include expenditures made, and liabilities incurred, by or on behalf of the Association.

Section 1.08. "Conveyance" shall mean and refer to conveyance of a fee simple title, or lease of any part of the Property.

Section 1.09. "Declarant", as pertains to all lands in Filing II, Renaissance in the Redlands, shall mean and refer to Cobble Ridge Construction, Inc., its successors and assigns designated in writing to be the successor of Declarant, subject to any limitation on transfer of special Declarant rights contained in this Declaration or CCIOA.

Section 1.10. "Lot" shall mean and refer to each numbered lot of the Property described in the Map as recorded, together with all blocks of land reserved for future development. Boundaries of a Lot shall be as shown and defined on the Map.

Section 1.11. "Member" shall mean and refer to every person or entity who holds a membership in the Association as provided in Article 11, Section 2.01.

Section 1.12. "Mortgage" shall mean any mortgage or deed of trust or other conveyance or encumbrance of a Lot, or any interest in it, including, but not limited to, the improvements on it, to secure the performances of an obligation.

Section 1.13. "Mortgagee" shall mean and include mortgagees, trustees, beneficiaries and holders of a Mortgage, and the holders of any indebtedness secured by a Mortgage.

Section 1.14. "Mortgagor" shall mean and include mortgagors and trustors under deeds of trust which are Mortgages.

Section 1.15. "Owner" shall mean and refer to any other person or entity holding a record fee simple ownership interest in any Lot which is a part of the Property, including contract purchasers and lessees with enforceable options to purchase, but excluding Mortgagees (unless and until a Mortgagee acquires record fee ownership) and those having such interest merely as security for the performance of an obligation.

Section 1.16. "Subdivision" shall mean all of the Property, and improvements thereon, subject to this Declaration or any amendment to this Declaration.

Section 1.17. "Assessment" shall mean and refer to any or all of the following:

- (a) "Regular Assessment" shall mean and refer to a charge against each Lot representing that portion of the Common Expenses attributable to such Lot as provided for in Section 4.05 of this Declaration.
- (b) "Special Assessment" shall mean and refer to a charge against any Lot for certain costs incurred by the Association for materials or services furnished to the Owner at the request of or on behalf of such Owner, or as a result of any Owner failing to maintain any portion of his Lot in accordance with the provisions of this Declaration, or as a result of the negligence, recklessness, or willful misconduct of any Owner, his employees, guests or invitees, or for excessive use or special use of the services or facilities, if any, provided by the Association, or for any other purpose for which this Declaration specifies the imposition of a special assessment.
- (c) "Capital Improvement Assessment" shall mean and refer to a charge against any Lot representing a portion of the Association's cost for the installation, construction, expected or unexpected repair or replacement of any capital improvement (including the necessary fixtures and personal property related to it) on the Common Area or any other portion of the Property, upon which the Association may be required to install, maintain, repair or replace any capital improvements as provided in this Declaration, including without limitation, the Irrigation Facilities, and reserves for repair or replacement of existing capital items and acquisition, construction, and installation of new improvements.

Section 1.18. "Residence" means the single family dwelling unit located on a Lot.

Section 1.19. "Irrigation Facilities" shall mean and refer to all improvements, equipment, facilities, and other real and personal property owned, operated, or maintained by the Association for the purpose of delivering water to the Common Area and throughout the subdivision for irrigation purposes, and shall include, but not be limited to, all pumps, pipes, pipelines, risers, connectors, controls, siphons, filters, valves, and related parts and materials located in, under, or upon easements within the Subdivision, or elsewhere outside of the Subdivision.

Section 1.20. "Map" or "Plat Map" means the plan map of the Property attached to this Declaration pursuant to the requirements of CCIOA and includes the plat of the Property if a separate plat is attached to this Declaration.

ARTICLE II

THE ASSOCIATION

MEMBERSHIP; VOTING RIGHTS

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

Section 2.02. Allocation of Votes. Each Lot shall be allocated one vote in the Association, subject to Section 2.06 below. With respect to lots that are jointly owned, no fractional votes are allowed, and the joint Owners shall share one vote, which may be cast in any manner they agree upon.

Section 2.03. No Cumulative Voting. In the election of directors, cumulative voting shall not be allowed.

Section 2.04. Membership Appurtenant. Subject to an Owner's consent by accepting a deed to a Lot or other instrument the acceptance of which would render the holder an Owner pursuant to Section 1.16, Membership in the Association shall be appurtenant to and inseparable from a Lot.

Section 2.05. Directors of the Association. The affairs of the Association shall be managed by a board of not less than three(3) nor more than five(5) directors as established by the By-Laws of the Association.

Section 2.06. Management of the Association. By a vote of sixty-seven percent (67%) of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, any member of the Board of Directors may be removed with or without cause.

Section 2.07. Quorum. A quorum will be deemed present throughout any meeting of the Association if persons entitled to cast 20% of the votes which may be cast for election of the Board of Directors of the Association are present in person or by proxy at the beginning of the meeting. A quorum will be deemed present throughout any meeting of the Board of Directors of the Association if persons entitled to cast 50% of the votes on the Board are present at the beginning of the meeting.

ARTICLE III

PROPERTY RIGHTS IN THE LOTS AND COMMON AREA

Section 3.01. Members' Easements of Enjoyment. Every Member shall have a non-exclusive right and easement in and to the Common Area, including, but not limited to, an easement for ingress and egress over and through the Common Area. Each such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The Association shall have the right to adopt uniform rules and regulations pertaining to the use and enjoyment of the Common Area;
- (b) The Association may borrow money and encumber (by mortgage, deed of trust or otherwise) the Common Area or any part of it for the purpose of improving the Common Area, provided any such encumbrance shall be expressly subordinate to the rights of the Members;
- (c) The right of the Association to suspend a Member's voting rights and Common Area use for any period during which any Assessment against his Lot remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association; provided that any suspension of such voting rights, except for failure to pay Assessments, shall be made only by the Association or a duly appointed committee of the Association, after notice and hearing given and held in accordance with the By-Laws of the Association;
- (d) The right of the Association, to the extent authorized by Section 13.04, to dedicate or transfer all or any part of the Common Area to any public agency, authority or other person for such purposes and subject to such conditions as may be agreed to by the Members; no such dedication or transfer shall be effective unless an instrument in any number of counterparts signed by Members entitled to cast 67% of the votes has been recorded, agreeing to such dedication or transfer, and provided written notice of the proposed action is sent to every Member no less than thirty (30) days nor more than (60) days in advance.

Section 3.02. Delegation of Use. Any Member may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area, if any, to the members of his family, his licensees and invitees, or to his tenants or contract purchasers who are in possession of such Member's Lot.

Section 3.03. Waiver of Use. No Member may exempt himself from personal liability for Assessments duly levied by the Association nor release the Lot owned by him from the liens and charges created by CCIOA and this Declaration, by waiver of the use and enjoyment of the Common Area or the facilities on it or by abandonment of his Lot.

Section 3.04. General Restrictions. All Owners of Lots by their acceptance of their respective deeds, covenant and agree that the Common Area shall remain undivided, and no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of Owners with respect to the operation and management of the Property.

ARTICLE IV **COVENANT FOR ASSESSMENTS**

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. The undersigned, for each Lot within the Property (including any Lots subsequently added under Section 13.04 below), covenants (and each Owner of any Lot by acceptance of a deed for that Lot, whether or not it shall be so expressed in that deed, is deemed to covenant and agree) to pay to the Association: (a) all Assessments and charges levied against that Lot; (b) all fees, charges, late charges, attorneys fees, fines, collection costs, interest and other sums charged pursuant to this Declaration or as allowed by Section 38-33.3-316(1), C.R.S. or any other provisions of CCIOA (as it may be subsequently amended) or by any other applicable law. The Association shall have the right, independent of CCIOA, to impose reasonable charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration, Association By-Laws, and the rules and regulations of the Association.

(a) All charges set forth in this Section, from the time such charge becomes due, shall be a continuing lien on the Lot against which each such item is assessed. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations. A valid acceleration of installment Assessment obligations may be made by the Board at any time any Assessment or Assessment installment is at least thirty days overdue.

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

(c) The Association's lien on a Lot for Assessments shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The Acceptance of a deed to a Lot subject

to this Declaration shall constitute a waiver of the homestead and any other such exemption as against such Assessment lien.

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

Section 4.03. Initial Assessment.

- (a) The initial Regular Assessment for Common Expenses of the Association shall be fixed in an amount set by, and made upon the resolution of, the Board of Directors of the Association.
- (b) After any Assessment has been made by the Association, Regular Assessments shall be made no less frequently than annually, based on a budget adopted by the Association as described elsewhere in this Declaration. Assessments may include, without limitation, Capital Improvement Assessments and allocations for reserves for repair or replacement of existing capital items and acquisition, construction, and existing capital items and acquisition, construction, and installation of new improvements, all to the extent set forth in the approved budget upon which such Assessment is based.

Section 4.40. Date of Commencement of Assessments; Due Dates. The first Regular Assessment for Common Expenses shall be adjusted according to the number of months remaining in the calendar year for which the Assessment is made, if less than a full year. Thereafter, the Board shall fix the amount of the annual Regular Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Regular Assessment shall be sent to every Owner subject to the Assessment. The due date(s) shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. Special Assessments and Capital Improvement Assessments may be made by the Board at any time, except as limited by the Declaration, CCIOA or other applicable law.

Section 4.05. Expense Allocation. Except as otherwise stated in this Section, or as otherwise provided by CCIOA or other applicable law, each Lot shall be allocated a fraction of the Common Expenses of the Association in which the numerator is one and the denominator is the number of Lots then in the Subdivision. If permitted by CCIOA or other applicable law, any Common Expense or portion of any Common Expense benefiting or caused by fewer than all Lots shall be assessed exclusively against the Lots benefited by or causing the Common Expense or other cost or expense.

Section 4.06. Priority of Lien. The lien for Assessments, which includes without limitation all those items specified in item (a) and (b) in Section 4.01 of this Article IV shall have

the priority specified in CCIOA which, at the date of the Declaration, is codified at Section 38-33.3-316(2), C.R.S., or other applicable law.

ARTICLE V

BUDGET AND RECORDS

Section 5.01. Books and Records. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association. All books, records, and papers of the Association shall be available for inspection and copying by any Member or his representative during regular business hours at the principal office of the Association. The Board of Directors may establish reasonable rules concerning notice to be given to the custodian of the records by anyone desiring to inspect them, and payment of reproduction costs by the requesting Member.

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

Section 5.03. Delivery of Budget. Within thirty (30) days after adoption of any proposed budget, the Board of Directors shall mail (by ordinary first-class mail) or otherwise deliver, a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary.

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

Section 5.05. Rejection of Budget. In the event that the proposed budget is rejected, the budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

Section 5.06. Reserve Fund. As part of each annual budget, the Board of Directors shall include an amount which, in its reasonable business judgment, will at least establish and maintain an adequate reserve fund for the repair or replacement of any personal property, fixtures, and improvements required to be operated or maintained by the Association based upon age, remaining life, replacement cost, and any other relevant factors.

ARTICLE VI

NONPAYMENT OF ASSESSMENTS

Section 6.01. Delinquency. Any Assessment provided in this Declaration which is not paid when due is delinquent. If any such Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date a rate not to exceed 18% per annum from the due date. The Association may, at its option, bring an action at law against the

Owner personally obligated to pay the same and/or, upon compliance with the notice provisions set forth in Section 6.02 below, foreclose the lien provided in Section 4.01 above against the Lot(s) for which the Assessment has not been paid; and in either case there shall be added to the amount of such Assessment, interest and all costs which may be incurred by the Association in its collection of the Assessment, including reasonable attorney fees. Each Owner vests in the Association or its assigns the right and power to bring all actions at law or institute judicial foreclosure proceedings against such Owner or other Owners for the collection of such delinquent Assessments.

Section 6.02. Foreclosure Sale. Any foreclosure sale related to an Assessment lien is to be conducted in accordance with those provisions of the laws and rules of the courts of the State of Colorado applicable to the foreclosure of mortgages, or in any other manner then permitted or provided by applicable law. The Association, through its duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same in the name of the Association.

Section 6.03. Curing of Default. Upon the timely curing of any Assessment delinquency the Association is authorized to file or record a certificate setting forth the satisfaction of such claim and release of such lien, upon payment by the defaulting Owner of a fee determined by the Association to cover the costs of preparing and filing or recording such release, and other expenses incurred.

Section 6.04. Cumulative Remedies. The Assessment lien and the rights of foreclosure and sale under it shall be in addition to, and not in substitution of, all other rights and remedies which the Association and its assigns may have under this Declaration and then applicable law, including without limitation a suit to recover a money judgment for unpaid Assessments, as above provided.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.01. Architectural Approval. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Property (including the Common Area), nor shall any exterior addition to or change or alteration (including without limitation additions, new fences or walls, outbuildings, pools, garages, or similar structures) be made until plans and specifications showing the nature, kind, shape, height, materials, location and other relevant information of the same have been submitted to and approved in writing by the Architectural Control Committee (the "ACC" or "the Committee" herein) as in harmony with external design and location in relation to surrounding structures, topography and other matters specified in this Declaration. In the event the Committee fails to approve or disapprove such plans in writing within thirty (30) days after a plan has been submitted to it, the plans will be deemed to have been approved. Approval criteria include the following:

- (a) the overall compliance with the provisions of this Declaration, the aesthetic appearance of the structure, the quality of design and exterior materials, and the orientation of the structure to adjoining lots

(b) the appropriateness of grading, drainage, and landscape plans in light of the preference for minimal disruption of natural terrain and vegetation; and

(c) the compatibility of the color scheme with the subdivision as a whole.

Section 7.02. Plan Submittal Procedure. All plans and specifications required to be submitted to the Committee under Section 7.01 must be submitted in the form of a complete application. A complete application shall mean submission by the Owner of three copies of finished working drawings and specifications complying with provisions outlined in this Article.

Section 7.03. Plan Requirements. Residence plans must consist of: exterior elevations and colors, a plot plan including property lines, set backs, easements, structures, driveways, any accessory structures, fences, proposed grading, plus floor plans indicating square footage. Descriptions of exterior finishes, exterior colors, trim materials, windows, roofing, and gutters must be submitted with each plan.

Section 7.05. Completion. Approved projects must be completed within one year after issuance of a building permit or within six months after approval by the ACC if no building permit is required. If the work is not completed within the prescribed time, the Committee may rescind its approval and resubmission will be required. The Committee may grant an extension under extenuating circumstances brought to its attention.

Section 7.06. Building Size. In considering the design of proposed improvements, the Committee shall consider, without limitation, maintaining compatibility with the natural setting of the Property and not permitting any proposed Residence or other improvement to dominate the surrounding Residences. All single story buildings shall have a minimum heated living area of 1,400 square feet, exclusive of garage, patio, unfinished basements, decks, or accessory structures. One and a half and two story dwellings shall have a minimum of 1,000 square feet of heated living area on the first story and a minimum of 600 square feet on the next level. In no instance shall dwellings exceed two stories in height.

Section 7.07. Prefabricated structures. All dwellings within this declaration shall be constructed using high quality design, materials, and workmanship. No mobile homes, modular homes, pre-built structures, trailers, or similar dwelling structures shall be installed or permitted to be installed within the subdivision. Notwithstanding any other provision of this Declaration, this requirement cannot be waived or released, whether by act or omission, by the ACC. In addition, no previously erected dwelling, whether regarded as modular or not, shall be moved or transported to any lot within the subdivision.

Section 7.08. Common Floor Plans Restricted. Dwellings utilizing identical floor plans and exterior features shall not be situated within three residential lots of the next adjacent identical design. Lots separated by a street are not considered adjacent; however, no two Residences directly opposite one another on a street shall have the same exterior design. An identical floor plan can be used within three adjacent lots of the next identical design if the exterior features are substantially changed. Such substantial change shall include, but need not be limited to: roof configuration, siding, window location, window sizes, garage door and front

entrance. The Committee, in its sole and absolute discretion, will have the right to decide if the design meets these requirements.

Section 7.09. Colors and Exterior Finishes. Exterior siding shall be constructed of masonry, stucco, brick or stone, exclusive of trim areas. All finishes shall be in earth tones and other moderate shades. Excessively bright or garish paints or finishes that clash with the overall scheme of the subdivision are prohibited. Lap siding of any type may not be used on exterior surfaces.

Section 7.10. Roofs. Roofing materials must be architectural asphalt shingle, tile, wood shake or cementitious products unless otherwise approved by the Committee. No metal or plastic roofing materials shall be allowed. A minimum of three in twelve pitch shall be maintained on all roofs. All roof colors must be of a moderate hue as approved by the Committee.

Section 7.11. Architectural Features. Designs that incorporate porches, columns, pillars, and entry porticos are encouraged.

Section 7.12. Windows. Windows shall be of a design and color complementary to the exterior of the Residence. Window frames of mill finished aluminum are not permitted.

Section 7.13. Driveways. All driveways shall be concrete unless otherwise approved by the Committee.

Section 7.14. Accessory Features. Metal sheds, above ground pools, plastic or aluminum patio covers and carports are prohibited.

Section 7.15. Fencing. Chain link fencing is prohibited except for use as dog pens or similar pet structures, and must be shielded from view by a privacy fence. Privacy fencing shall be constructed of quality wood or composite materials, with earth tone colors preferred, and must comply with Grand Junction city codes. Fences enclosing front yards shall not exceed three feet in height. The materials and location of all fences shall be approved by the ACC prior to construction. All fences shall be regularly maintained in good visual and structural condition by the Owner.

Section 7.16. Landscaping. Initial landscaping plans are subject to advance approval by the ACC. A landscaping plan shall be submitted to the ACC within 90 days of the issuance of a Certificate of Occupancy for the primary residence on a lot. For all areas of the lot that are visible from public streets, landscaping shall be installed and completed not later than 365 days from approval by the ACC. All other areas of the lot may be completed on an extended schedule, provided the area is screened from view by a privacy fence. Landscaping plans shall include a variety of shrubs and grasses complimentary to the residential character of the subdivision. The use of trees in the plan is encouraged. Xeriscape landscape plans, or similar landscaping that requires less irrigation, are permissible. Acceptable landscape plans shall incorporate features of the City of Grand Junction Landscape Code.

Section 7.17. Engineering Foundations. All homes in Renaissance in the Redlands Filing 2 are required to be on Engineered foundations.

Lots 4 through 11, Block 2 of Renaissance in the Redlands Filing 2 have special grading and drainage requirements as indicated on the grading and drainage sheets provided in the Final Plat and plan submittal to the City of Grand Junction. According to the approval conditions of the subdivision, finished grade contours for all Lots in Renaissance in the Redlands Filing 2 shall comply with the grading and drainage plans that are part of the City of Grand Junction, Community Development Department file FP-2000-126. No fencing shall be allowed to be constructed in the drainage swale along the East side of Lots 4 through 11, Block 2, but if constructed, must be along the west side of the top of the berm as depicted on said grading and drainage plans.

In addition, the following conditions and restrictions shall apply to all construction on Lots 4 through 11, Block 2.

1. A lot specific grading plan shall be prepared (and sealed) by a Colorado Licensed Professional Engineer, and certified after completion. A copy of said completion shall be sent to the Grand Junction Community Development Department for its records.
2. The grading plan shall meet the requirements shown on sheets 14 and 16 of the Renaissance in the Redlands Filing 2 constructions drawings prepared by Independent Survey. Additionally, the grading is required to meet the following conditions:
 - a) Run-off shall be channeled to a swale in the drainage easement between the houses or to a swale totally within the lot being designed;
 - b) The swales between the houses must retain their flow capacity and cannot be blocked. Run-off shall not flow from one lot to another lot.
 - c) Fencing placed on the rear of the lots that abut the berm shall be on top of the berm so as not to obstruct conveyance of off-site flow from uphill;
 - d) The Architectural Control Committee of the Homeowners Association shall approve all lot specific grading plans mentioned above.
3. In order to maintain the natural beauty of the area, owners of those lots adjoining the "30-foot No Disturbance Zone" will be allowed to install a two-rail split rail fence on 8 foot centers within the "30-foot No Disturbance Zone". No other fences or structures will be allowed in the "30-foot No Disturbance Zone".

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 8.01. Composition of the Committee. The ACC shall consist of three members. The members of the ACC shall be elected from within the membership of the Association, and shall serve two-year terms. If vacancies occur, or if any committee member is deemed to be non-participatory, the Board of Directors may appoint a replacement to serve until the next annual meeting where members may elect a replacement.

Section 8.02. No Liability. Neither the Association, the Committee, or its members shall be liable in damages to anyone submitting plans or specifications to them for approval, nor to any owner of property affected by these restrictions by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Any Owner submitting, or causing to be submitted, any plans or specifications, agrees and covenants on behalf of himself and his heirs, successors, legal representatives, and assigns that he will not bring any action or suit at law or in equity against the Association, the Committee, or any of the members of those entities to recover any such damages.

Section 8.03. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained in this Declaration, after the expiration of one (1) year from the date of completion of construction of any improvements within the Property, such improvements shall, relative to purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all the provisions in this Article VIII, unless actual notice of such noncompliance and noncompletion, executed by the Committee or its designated representatives, shall appear of record in the office of the County Recorder of Mesa County, Colorado, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 8.04. Rules and Regulations. The Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions of Article VII.

Section 8.05. Variances. Where circumstances (such as topography, location of property lines, location of trees, or other matters) require, the Committee, by the vote or written consent of a majority of its Members, may allow reasonable variances evidenced in writing as to any of the covenants, conditions or restrictions contained in the Declaration under the jurisdiction of the ACC, on such terms and conditions as it shall require. The granting of a variance shall not operate to waive on any other occasion any of the terms and provisions of this Declaration covered by the variance and shall not necessarily serve as a basis for subsequent variances with respect to any other request. The granting of any variances shall not affect in any way the Association's or Owner's obligations to comply with the ordinances of the City of Grand Junction and other applicable governmental laws or regulations.

Section 8.06. Appointment and Designation. The Committee may from time to time, by the vote or written consent of a majority of its members, delegate any of its rights or responsibilities under this Declaration to one or more duly licensed architect(s) or other qualified persons who shall have full authority to act on behalf of the Committee in all matters delegated.

Section 8.07. Review Fee and Address. Any plans and specifications shall be submitted in writing for approval together with a reasonable processing fee determined by the Board. The address of the Committee shall be the principal place of business of the Association or such other place as the Committee may from time to time designate in writing to the Board of Directors. The address shall be the place for the submittal of any plans or specifications and the place where the current rules and regulations, if any, of the Committee shall be kept.

Section 8.08. Inspection. During initial construction, remodeling, repair or other work on a Lot or to a Residence requiring Committee approval, any member or agent of the Committee may from time to time at any reasonable hour or hours and without prior notice enter and inspect any Lot or Residence within the Subdivision to determine whether the Residence or Lot's improvement complies with the provisions of this Declaration. Each Owner, by assumption of title to a lot or lots subject to this Declaration, irrevocably grants consent to the Association or its agents to enter onto said property for the purposes of verifying compliance with this Declaration.

Section 8.09. General Provisions. The members of the Committee shall not be entitled to any compensation for services performed under this Article VIII. The powers and duties of the Committee shall cease and terminate on the earlier of termination of this Declaration or a date forty (40) years after the date of the recording of this Declaration. Thereafter, the approval described in Article VIII shall not be required unless, prior to that date, a written instrument is executed and duly recorded by the then record Owners of a majority of the Lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the Committee.

ARTICLE XI

ASSOCIATION POWERS

Section 9.01. Authority. The Association shall have all rights, powers, and authority specified or permitted by: (a) CCIOA; (b) any other applicable law; (c) this Declaration; and (d) the Articles and By-Laws of the Association, to the extent not inconsistent with (a), (b) or (c).

Section 9.02. Actions Against Owners. The Association may take judicial action against any Owner to enforce compliance with any provisions of this Declaration, obtain mandatory or injunctive relief, or obtain damages for noncompliance and exercise any other right or remedy for enforcement of this Declaration permitted by law. All of such rights and remedies of the Association shall be cumulative and nonexclusive. In the event of any legal action by the Association against any Owner, the substantially prevailing party shall be entitled to recover its reasonable attorney fees and costs in addition to any other damages or forms of relief.

Section 9.03. Conveyance or Encumbrance. The Association shall have the right to encumber, dedicate, or convey all or any part of the Common Area or any other Association asset. However, no such encumbrance, dedication, or conveyance shall be effective unless an instrument signed by seventy-five percent (75%) of all Owners agreeing to such encumbrance, dedication, or transfer has been recorded in the Mesa County records.

Section 9.04. Management Agreement and Other Contracts. The Association may utilize professional management in performing its duties. Any agreement for professional management of the Association's business shall have a maximum term of three (3) years and shall provide for termination by either party to it, with or without cause and without payment of a termination fee, upon their (30) days prior written notice.

Section 9.05. Owner's Negligence. 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 as a Special Assessment or part of a Regular Assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot. A determination of the negligence or willful act or omission of any Owner or any member of the 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 such Owner to a court of law.

- (a) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Common Area, if any, to all Members, nor shall any Owner place any structure, fence, or sign whatsoever upon such Common Area without approval from the Board of Directors. Temporary, freestanding signs for the purpose of drawing attention to properties for sale in the Renaissance shall be permitted on Common Areas only during daylight hours, and must be removed before sunset. The Association reserves the right to confiscate all signs that are left unattended after sunset.
- (b) 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.

ARTICLE X

USE RESTRICTIONS

Section 10.01. Use of Property. In addition to the duties stated elsewhere in this Declaration, each Owner shall have the duty and obligation to perform and comply with the use restrictions to preserve the overall value of the entire Property.

- (a) Only one single family dwelling may be constructed on each Lot. Each single family dwelling may only be occupied by a single family. A "single family" is any number of persons living together as a single dwelling unit who are related by blood, marriage, or adoption, and excludes any group of more than four individuals who are not all related by blood, marriage, or adoption.
- (b) No portion of any Lot shall be used other than for residential purposes, except as expressly permitted by this subsection (b). No commercial activities of any kind shall be carried on in any portion of the Property, except that home occupations shall be permitted. "Home occupations"

shall be defined as a trade or business carried on by the resident entirely within the dwelling which does not employ any non-residents, does not entail the sale or delivery of goods or services to persons visiting the premises, and which is otherwise in accord with all applicable zoning regulations and this Declaration.

Section 10.02. Utility Lines. All utility lines, fixtures and equipment exclusively serving a Lot (excluding, for example, utility trunk lines) installed within the perimeter of that Lot, shall be maintained and kept in repair by the Owner of the Lot. An Owner shall not impair any utility easement or allow any condition to exist, which will adversely affect the other Lots or their Owners.

Section 10.03. Household Pets. No animals, livestock, reptiles, poultry or insects, of any kind, including horses, cattle, sheep, hogs, goats, burros, llamas, chickens, ducks, or other domestic animals shall be raised, bred, kept or boarded in or on the Property. The Owner of each Lot may keep a reasonable number of dogs, cats, fish or other household pets not prohibited by local laws and this Declaration, and so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance, by excessive noise, odors, or otherwise, adversely affecting any neighboring owners. An Owner's right to keep household pet(s) shall be coupled with the responsibility to pay any costs to the Association for any damages caused by such Owner's pet(s).

Section 10.04. Lots to be Maintained. Except as otherwise provided in this Declaration, the maintenance and repair of each Lot, including but not limited to landscaping, the interior and exterior of the Residence, improvements constructed on it, and the interior of any fence on the boundary line of a Common Area and Lot shall be the responsibility of the Owner(s). The Owners shall keep, maintain, and repair their Lots and improvements on their Lots (including, for example, landscaping) in a neat, clean, cultivated, attractive, and well-maintained condition, free from the accumulation of trash, debris, or excessive weeds. If any Owner fails to keep and maintain that Owner's Lot(s) or improvements in accordance with this provision, the Association may (but shall not have the obligation to) conduct such maintenance, repairs, or restoration and assess its cost as a Special Assessment to the Owner on whose Lot or improvement such maintenance or repairs were conducted. Any costs for such unpaid special assessment shall attach as a lien on the Owner's property as provided in this Declaration.

Section 10.05. Temporary Structures, Time Limits For Construction. Except as expressly permitted by this Declaration, 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 set forth in this Declaration; 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.

Section 10.06. Signs. No sign, graphic, or advertising device shall be placed on the Property except (a) one sign of not more than seven square feet advertising a Lot or a Residence for sale, and (b) political signs in support of candidates, ballot issues, or public issues. Residents are encouraged to use restraint in the size and number of signs placed under this section. This provision shall not limit or preclude street, road, or residence identification signs or traffic control signs or devices.

Section 10.07. Antennas. Except to the extent expressly permitted by applicable federal or state law or regulation, no antenna for transmission or reception of television signals or any other form of radio frequency radiation shall be erected, used, or maintained on any Lot outside of the residence on that Lot, except (a) a satellite dish not more than 24 inches in diameter, completely screened from view as far as is practicable to so as not to interfere with signal reception, or (b) as otherwise permitted by the Association. The ACC may grant a variance to the provisions of this section where a proposed antenna will be buffered and screened so as to not be visually obtrusive to neighboring properties.

Section 10.08. Yard Ornamentation. All ornamentation in yards, such as figurines, plastic flowers, colored lights, windmills, birdbaths or feeders, shall either be screened from public view or approved by the Architectural Control Committee. No clotheslines, dog runs, drying yards, service yards, wood piles or storage areas shall be located on any Lot so as to be visible from a street. This Section shall not apply to seasonal holiday decorations, which are promptly removed after the holiday or to the display of the flag of the United States of America or any other country.

Section 10.09. Vehicular Parking, Storage and Repairs.

(a) No boats, trailers, recreational vehicles, horse trailers, detached campers, all terrain vehicles, motorcycles, inoperative vehicles, or similar vehicles shall be permanently or semi-permanently stored on any public street or driveway. Such vehicles shall be stored in a garage or other area screened from public view by approved fencing or buffering materials.

(b) No tractor trailers, construction equipment (including by way of illustration only, backhoes, graders, loaders, dozers, or the like), trucks with a cargo capacity in excess of one ton, buses, tractors (excluding lawn type tractors), panel vans, or similar large commercial vehicles shall be parked or stored on the lands subject to this Declaration.

(c) The term "inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which is incapable of being driven under its own propulsion or used for its intended function, or which is unregistered or licensed, and which has been in such condition for a period in excess of three consecutive weeks. If the Association determines that a vehicle is an abandoned or inoperable vehicle, then a written notice describing such vehicle shall be personally delivered to the Owner of the vehicle (if such owner can be

reasonably ascertained) or shall be conspicuously placed upon the vehicle (if its owner cannot be reasonably ascertained), and if the abandoned or inoperable vehicle is not removed within 72 hours after delivery of notice in accordance with this paragraph, or the Association does not receive a reasonable and acceptable reason for the existence of the vehicle in apparent violation of this subsection, the Association may remove the vehicle and charge all costs of said removal, plus a \$100.00 fee payable to the Association, to the Owner. Said costs and fees are due and payable to the Association before recovery of the vehicle.

(d) 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 single, continuous 24-hour time period or within a completely enclosed structure which screens the sight and sound of the activity from the street, from adjoining Lots and other property, and the Common Area. The foregoing restrictions 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.

(e) Each Residence shall have garage space sufficient for not less than two vehicles and not more than three vehicles.

Section 10.10. Nuisances. No nuisance shall be permitted on or within the Property, nor any use, activity or practice which is the source of annoyance 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 of the Property by its residents. As used in this paragraph, the term "nuisance" shall not include any activities of Owner or his designees which are reasonably necessary to the development of and construction of the Owner's Property; provided, however, that such activities of the Owner or his designees shall not unreasonably interfere with any other Owner's use and enjoyment of his Lot or the Common Area, or with any other Owner's ingress and egress to or from his Lot and a public way.

Section 10.11. Lots Not to be Subdivided. No Lot shall be subdivided, except for the purpose of combining all or portions with one or more adjoining Lots, provided that no additional building site is created by such combination of Lots. One Lot, as shown on the Map, shall equal one building site.

Section 10.12. Underground Utility Lines. All electric, cable television, computer and telephone line installations shall be placed underground, except that during the construction of any residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of the construction (issuance of a Certificate of Occupancy).

Section 10.13. No Hazardous Activities. No activities shall be conducted on the Property or within the improvements constructed on or within the Property which are or might be hazardous to any person or property.

Section 10.14. No Annoying Light, Sounds or Odors. No light shall be permitted from any Lot which is unreasonably bright or causes unreasonable glare when viewed from the street, adjacent Lot, property or Common Area. No sound 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. No firearms, explosives, air rifles, BB guns, crossbows or similar devices shall be discharged on the Property.

Section 10.15. 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 their screened area. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trashcans or receptacles shall be maintained in an exposed or unsightly manner. All trash receptacles shall be screened from view of the street, neighboring Lots and the Common Area. No elevated tanks of any kind (oil, gas, water, etc.) shall be constructed on any Lot.

Section 10.16. Leases. The term "lease" as used in this Declaration, shall include any agreement for the leasing or rental of a Lot or any portion of it, and shall specifically include, without limitation, a month-to-month rental. Any Owner shall have the right to lease his/her property, provided:

- (a) All leases shall be in writing;
- (b) All leases and lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation, By-Laws and rules and regulations of the Association, and the lessee's failure to comply with any of the above-mentioned documents, in any respect, shall be a default under this lease.

Section 10.17. No Mineral Exploration or Development. No oil or gas drilling, development operations, quarrying, surface or subsurface mining operations of any kind shall be permitted or undertaken on any portion of the Property nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any portion of the Property.

Section 10.18. Climate Control. Placement of heat pump and condenser units shall include visual screening and noise attenuation to the neighboring Lots and Common Areas. Use of solar heating systems is acceptable, provided that the panels or collectors are integrated into the structure with regard to the overall appearance and design, subject to approval by the ACC. Window mounted and through the wall coolers or air conditioners are not allowed unless screened from the street, neighboring Lots and the Common Area. Roof mounted evaporative coolers shall be located on the rear portion of roof structures or otherwise screened from view.

Section 10.19. Corner Lot Sight Lines. No landscaping, fence, or other sight obstructing improvement shall be placed on corner lots which exceeds two feet in height above grade, within the area defined by the governmental regulations pertaining to signs distances and areas.

Section 10.20. 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 signs, if any, fencing, irrigation 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 the retaining wall on any portion of the Common Area.

Section 10.21. Right to Remedy Violation. If any yard or home is maintained in a condition which violates any of the use restrictions set forth in this Declaration, the Board of Directors of the Association shall have the power to contract with an independent third party to remedy the violation. This right to remedy shall arise seven (7) days after written notice of the nature of the violation is given to the Owner of the offending Lot, and the Owner has failed to remedy the violation within the following seven (7) day period. The cost of correcting the violation shall be paid as a Special Assessment and is enforceable by the Association against the Owner of the Lot, as otherwise provided in this Declaration.

Section 10.22. Excess Construction Dirt. Dirt that is extracted or produced as a result of the construction of a Residence on a Lot shall not be deposited on any Common Areas. Additionally, Owners may not deposit construction dirt or other building materials on other lots, unimproved or otherwise, without the expressed written consent of the owner of the lot that is to receive the dirt or building materials.

ARTICLE XI **INSURANCE**

Section 11.01. Insurance. The Association shall obtain and maintain liability insurance as required by CCIOA, currently codified at C.R.S. §38-33.3-313, as amended, and this Declaration.

Section 11.02. Type of Insurance. The Association shall obtain a master insurance policy insuring against damage to the Common Area. The master insurance policy insuring the Common Area shall be for broad form covered causes of loss, shall include the Owners as additional names insureds and shall include (or the Association shall obtain separately) commercial general liability insurance with single limited coverage of not less than \$1,000,000.00 with \$500,000.00 medical payments coverage. In addition, if reasonably available, the Association may maintain directors and officers liability insurance. The Association, as attorney-in-fact, shall have the authority conferred upon it in Article 13 of this Declaration to deal with insured items in the event casualty to them is an insured loss to the Association under its master insurance policy.

Section 11.03. Waiver of Subrogation. The Association and Lot Owners each waive any and all rights of recovery against the other, the officers, members, agents and employees,

occurring on or arising out of the use and occupancy of the Property to the extent such loss or damage is covered or indemnified by proceeds received from insurance carried by the other party, or for which such party is otherwise reimbursed. Each of the parties shall, upon obtaining the insurance required under this Declaration, notify the insurance carrier that the foregoing waiver of subrogation is contained in this covenant, and, to the extent available, shall require the insurance carrier to include an appropriate Waiver of Subrogation Provision in the Policy.

Section 11.04. Fidelity Bonds. If any owner or Association employee controls or disburses Association funds, the Association must obtain and maintain, to the extent reasonably available, a fidelity bond insurance in an aggregate amount equal to not less than two months of current assessments plus reserve calculated from the then-current budget of the Association.

Section 11.05. Independent Contractors. Any person employed as an independent contractor by the Association for the purposes of managing the Association may be required to obtain and maintain a fidelity bond in an amount equal to their contract, unless the Association names such a person as an insured employee in a contract of fidelity insurance described above. The Association may carry or require of an independent contractor employed to manage the Association fidelity bond coverage in an amount greater than that specified in this section.

Section 11.06. Fidelity Bond Premiums. Premiums for bonds required of the Association under this provision are Common Expenses of the Association.

ARTICLE XII

DAMAGE OR DESTRUCTION OF COMMON AREA

Section 12.01. Appointment of Association as Attorney-in-Fact. This Declaration constitutes each Owner's appointment of the Association as his or her attorney-in-fact to administer repairs, receive and apply insurance funds, and to ensure compliance with this Declaration upon the damage, destruction, or obsolescence of the Common Area. By Grantee's acceptance of a Deed for any lot, or other instrument rendering that person an Owner as defined in §1.15 of this Declaration, shall constitute the irrevocable appointment of the Association as the grantee's attorney-in-fact, to act with all the powers as provided in this Section.

Section 12.02. Rights of Association as Attorney-in-Fact. As attorney-in-fact, the Association, by its President and Secretary, shall have full and complete authority, right and power to make, execute, and deliver any contract, deed, or any other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers granted in this Declaration. Repair and reconstruction of the Common Area means restoring the same to substantially the same condition in which it existed prior to the damage. The obsolescence of the Common Area shall be determined by the Association, in its sole and absolute discretion. Except as otherwise provided in this Declaration, any insurance proceeds collected shall be paid to the Association for the purpose of repair, restoration, or replacement.

Section 12.03. Application of Insurance Proceeds. In the event of damage or destruction to any improvement installed by the Association within the Common Area, due to an insured loss, the Association shall apply the insurance proceeds to the reconstruction and repair of the

damaged improvement. If the insurance proceeds are insufficient, the Association may levy a Capital Improvement Assessment in the aggregate amount of such deficiency and shall proceed to make such repairs or reconstruction, unless:

- (1) the planned community is terminated;
- (2) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (3) eighty percent (80%) of the Owners vote to not rebuild; or
- (4) prior to the conveyance of any Lot, 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;

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

ARTICLE XIII **GENERAL PROVISIONS**

Section 13.01. Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration shall in no way affect or limit any other provisions which shall remain in full force and effect. To the extent feasible, any non-complying provision shall be reformed to best comply with applicable law and to preserve the intent of the Association.

Section 13.02. Easements. Easements for the installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded Map of the Property. Within these easements no permanent improvement, structure, or other material (excluding fences capable of being readily removed for the purposes of the easement and the fences described in Section 10.19) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities or facilities.

Section 13.03. Conflict of Provisions. In case of any conflict between this Declaration, the Articles of Incorporation or By-Laws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the By-Laws of the Association, the Articles of Incorporation shall control.

Section 13.04. Amendment and Termination. Subject to the provisions of Section 38-33.3-217(1), (5) and (6), C.R.S., all or any portion of this Declaration may be supplemented, changed or canceled in whole or in part at any time by the vote or agreement of the Owners of 67% of the Lots. Such agreement may be in any number of counterparts. Such amendment shall

be effective when duly recorded in Mesa County, Colorado real estate records. The Association reserves and is granted the right and power to record technical amendments to this Declaration, Articles of Incorporation or By-Laws of the Association at any time, 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.

Section 13.05. CCIOA Controls. Any provisions of this Declaration in conflict with the provisions of CCIOA shall be void and of no effect.

Section 13.06. Notice. Any notice or demand required or permitted by this Declaration shall be in writing and shall be sent by United States first class mail, postage prepaid, to the address of the Owner of the Lot(s) to receive notice at the address provided by the Owner for that purpose to the secretary of the Association. If the Owner fails to provide an address to the secretary, notice shall be sent to the address of the Owner specified in the deed recorded in the Mesa County, Colorado real estate records by which that Owner took title and to the street address of that Lot, if any.

Section 13.07. Section Headings. The section titles and headings used in this Declaration are for identification purposes only and shall not be utilized to interpret or construe the provisions of this Declaration, which shall remain in full force and effect.

Section 13.08. Binding Effect. The provisions of this Declaration shall be binding upon and for the benefit of Declarant, each Owner, and each and all of their heirs, personal representatives, successors in interest, and assigns.

Section 13.09. No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose.

Section 13.10. Applicability of Governmental Regulations. The covenants, conditions and restrictions contained in this Declaration are separate and distinct from any zoning, building or other law ordinance, rule or regulation of the City of Grand Junction or any other governmental authority having jurisdiction over the Property which now or in the future may contain different requirements from or in addition to those contained in this Declaration or which may prohibit uses permitted in it or permit use prohibited in it. In the event of any conflict between the provisions of this Declaration and the provisions of any such law, ordinance, rule or regulation, the Owner must first comply with all governmental laws, ordinances, rules or regulations and then to the extent possible, the Owner must comply with these covenants, conditions and restrictions unless such compliance would result in a violation of such law, ordinance, rule or regulation, in which case, upon a finding that compliance with this Declaration would result in such a violation, the Architectural Control Committee shall waive any such covenants, conditions or restrictions to the extent it results in such a violation, and in connection with such waiver, the Architectural Control Committee may impose such conditional covenants, conditions and restrictions as may be necessary to carry out the intent of this Declaration.

ARTICLE XIV
IRRIGATION WATER

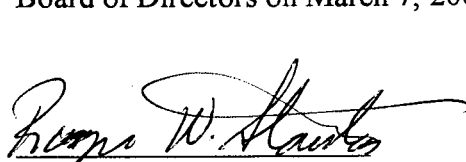
Section 14.01. Association to Hold Title. The Association shall have the exclusive right to take title to, and manage the distribution of, Association irrigation water. The Association shall own and maintain irrigation pipelines, headgates, weirs, pumps, and related facilities to the distribution point at each Residential Lot. Infrastructure for irrigation from that point shall be owned and maintained by each Lot Owner. The Declarant shall transfer title to all water shares appurtenant to the property burdened by this Declaration no later than 90 days from the recording of this Declaration.

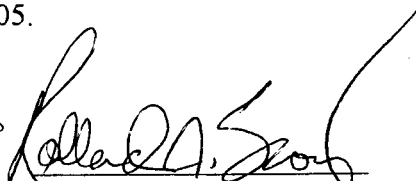
Section 14.02. Assessments. Assessments for irrigation water levied by provider, as well as costs for installation and maintenance of the delivery system, are common expenses which shall be assessed equally against the Lots in the subdivision as provided in this Declaration.

Section 14.03. Rules Regarding Distribution. Water shall be distributed equitably to the Common Areas and the various Lots in the subdivision. The Association shall be authorized to promulgate rules governing distribution and conservation of available irrigation waters.

Section 14.04. Irrigation Storage. Each Owner intending to use irrigation water shall be obligated to install on his/her Lot an irrigation water storage tank in a size and configuration determined by the Association. Each such tank shall be installed underground, unless precluded by site constraints, in which case the tank shall be suitably screened and buffered.

Approved by the members of Renaissance Homeowner Association, Inc. and enacted by the Board of Directors on March 7, 2005.


by: Roger W. Stanton


by: Rolland A. Scott


by: Elizabeth Mauch