

22 ENCLOSURE

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

ALPINE MEADOWS SUBDIVISION AND ALPINE MEADOWS II

THIS AMENDED AND RESTATED DECLARATION ("Declaration") is made this 25th day of February, 2009, by Alpine Meadows Homeowners Association, Inc. a Colorado non-profit corporation, hereinafter referred to as the "Association";

WITNESSETH:

WHEREAS, that certain real property in the County of Mesa, State of Colorado, previously platted and now described as Alpine Meadows Subdivision and Alpine Meadows II, Mesa County, Colorado (hereinafter sometimes referred to as the "Property" or the "Subdivision") is encumbered by that certain Declaration of Covenants, Conditions and Restrictions recorded in the Mesa County, Colorado, records on July 17, 1991, at Book 1847, Page 355, as amended with regard to Alpine Meadows II by Annexation to Declaration of Covenants, Conditions and Restrictions recorded in the Mesa County, Colorado, records on July 18, 1994, at Book 2086, Page 442;

WHEREAS, the aforementioned Declaration was intended to supercede and replace in its entirety that certain Declaration of Covenants, Conditions and Restrictions For La Casa De Dominguez, Filing No. One, recorded in the Mesa County, Colorado, records on June 20, 1984, at Book 1498, Page 797, to the extent said Declaration described and encumbered any portion of the Property; and

WHEREAS, by written approval of not less than sixty-seven percent of the Members of the Association it has been determined that all provisions of the said prior Declarations which encumber or may encumber the Subdivision be entirely amended and restated as set forth below in this Declaration and that the Association has elected to accept and be bound by the provisions of the Colorado Common Interest Ownership Act presently codified at 38-33.3-101, *et seq.* (CCIOA.).

NOW, THEREFORE, it is hereby declared and agreed that the Property shall henceforth be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges, 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 said 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 thereof and the successors in interest of such parties, and are imposed upon the Property and every part thereof as equitable servitudes which may be enforced by each Owner (as hereinafter defined), his or her successors and assigns, or by the Association, its successors and assigns.

ARTICLE I

DEFINITIONS

Section 1.01. "**Articles**" shall mean Articles of Incorporation of Alpine Meadows Homeowners Association, Inc., filed with the Colorado Secretary of State, as said Articles may be amended from time to time, provided such Articles shall not be amended, changed or interpreted so as to be inconsistent with this Declaration.

Section 1.02. "**Assessment**" shall mean and refer to any or all of the Assessments hereinafter defined:

- (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 this Declaration.
- (b) "Special Assessment" shall mean and refer to a charge against any Lot, directly attributable to such Owner, for certain costs incurred by the Association for materials or services furnished to such Owner or his or her Lot at the request of or on behalf of such Owner, or as a result of any Owner failing to maintain any portion of his or her Lot in accordance with the provisions of this Declaration, or as a result of the negligence or willful misconduct of any Owner, his or her employees, guests or invitees, or for excessive use or special use of the services or facilities provided by the Association, including, but not limited to, parking, trash removal and maintenance of improvements.
- (c) "Capital Improvement Assessment" shall mean and refer to a charge against any Lot representing a portion of the cost of the Association for the installation, construction, unexpected repair or replacement of any capital improvements, including the necessary fixtures and personal property related thereto, on the Common Area or any other portion of the Property upon which the Association may be required to install, construct, repair or replace any capital improvements as provided in this Declaration.

Section 1.03. "**Association**" shall mean and refer to Alpine Meadows Homeowners Association, Inc., a nonprofit corporation, incorporated under the laws of the State of Colorado.

Section 1.04. "**Association Water**" shall mean and refer to all Grand Valley Water Users' Association irrigation water appurtenant to or used in connection with any portion of the Property or owned by the Association, and any other water or water rights, ditches or ditch rights now owned or acquired in the future by the Association.

Section 1.05. "**Board**" shall mean the Board of Directors of the Association.

Section 1.06. "Bylaws" shall mean the Bylaws of the Association which have been or will be adopted by the Board, as such Bylaws may be amended from time to time, provided said Bylaws shall not be amended, changed or interpreted so as to be inconsistent with this Declaration.

Section 1.07. "CCIOA" means the Colorado Common Interest Ownership Act presently codified at 38-33.3-101, *et seq.*, as it may subsequently be amended from time to time.

Section 1.08. "Common Area" shall mean any and all real property and the improvements thereon, and any personal property, owned or leased from time to time by the Association for the common use and enjoyment of the Members. The Common Area consisting of real property shall be as shown on the recorded plats for the Subdivision, including, without limitation, Tracts A, B, C, D, E, F and G of Alpine Meadows Subdivision. Common Area shall also include any and all irrigation lines and equipment used in delivering irrigation water to the Common Area or individual Lots and the Subdivision perimeter wall or fence structure adjacent to 27 Road and to H Road.

Section 1.09. "Common Expenses" shall mean and refer to the actual and estimated costs of:

- (a) maintenance, management, operation, repair and replacement of the Common Area, to the extent provided in this Declaration, including utilities, trash pick-up and disposal, landscaping and other services benefitting the Common Area;
- (b) fire, casualty, liability and other insurance covering the Common Area and workmen's compensation for all employees;
- (c) unpaid assessments;
- (d) management and administration of the Association, including, but not limited to, bonding of the members of the Board, officers and employees of the Association, and compensation paid by the Association to accountants, attorneys and employees, for services benefitting the Association or Common Area;
- (e) reasonable reserves as appropriate;
- (f) taxes paid by the Association;
- (g) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Area or any portion thereof;
- (h) amounts paid or incurred by the Association in collecting assessments pursuant to Article VI hereof, including amounts expended to purchase a Lot in connection with the foreclosure of the assessment lien against such Lot;

- (i) expenses incurred by the Association for any reason whatsoever in connection with the Common Area, this Declaration or any amendment to this Declaration, the Articles, or the Bylaws or in the furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by the Board pursuant to this Declaration or any amendment to this Declaration;

Section 1.10. "Conveyance" shall mean and refer to conveyance of a fee simple title, or lease of any part of the Property as permitted under this Declaration.

Section 1.11. "Lot" shall mean and refer to each numbered Lot now existing or to be created from the Property and any additional real property at any time annexed thereto. The boundaries of a Lot shall be as shown and defined on the original plat map and on any additional or re-plat map or maps recorded in the Mesa County Records.

Section 1.12. "Member" shall mean and refer to every person or entity who holds a membership in the Association as provided in Article II, Section 2.01.

Section 1.13. "Mortgage" shall mean any mortgage or deed of trust or other conveyance of a Lot, or any interest therein, including but not limited to, the improvements thereon, to secure the performances of an obligation, which Lot will be reconveyed upon completion of such performance.

Section 1.14. "Mortgagee" shall mean and include mortgagees, trustees, beneficiaries and holders of deeds of trust, and the holders of any indebtedness secured by mortgages.

Section 1.15. "Mortgagor" shall mean and include mortgagors and trustors under deeds of trust.

Section 1.16. "Owner" shall mean and refer to any person or entity holding a record fee simple ownership interest in any Lot which is a part of the Property, including contract purchasers, but excluding Mortgagees and those having such interest merely as security for the performance of an obligation.

Section 1.17. "Property" shall mean and refer to all the real Property included in Alpine Meadows Subdivision and Alpine Meadows II, Mesa County, Colorado, together with any real property annexed thereto in the future.

Section 1.18. "Alpine Meadows" shall mean all of the Property, and improvements thereon, now or hereafter subject to this Declaration or any amendment to this Declaration.

ARTICLE II

THE ASSOCIATION MEMBERSHIP; VOTING RIGHTS; DECLARANT CONTROLS

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.

Section 2.02. Allocation of Votes. Each Lot shall be allocated one vote in the Association.

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

Section 2.04. Membership Appurtenant. Membership in the Association shall be appurtenant to and inseparable from a Lot. Membership in the Association may not be transferred except in connection with the transfer of ownership of a Lot.

Section 2.05. Quorum. A quorum will be deemed present throughout any meeting of the Association if persons entitled to cast 20 percent 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 percent of the votes on that Board are present at the beginning of the meeting.

ARTICLE III

PROPERTY RIGHTS IN THE LOTS AND COMMON AREA

Section 3.01. Title to the Lots. No Owner shall be entitled to sever his or her ownership interest in a Lot from his or her membership in the Association, provided that this clause shall not be construed as precluding the Owner of a Lot from creating a co-tenancy or joint tenancy with other person or persons.

Section 3.02. Title to the Common Area. Title to the Common Area shall be held by the Association, free and clear of all liens and encumbrances, except easements, conditions and reservations of record, including those set forth in this Declaration.

Section 3.03. 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, egress and support over and through the Common Area, and easements for utilities, sewage and drainage. Each such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to 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 or deed of trust the Common Area or any part thereof for the purpose of improving the Common Area, provided any such mortgage or deed of trust shall be expressly subordinate to the rights of the Members herein;
- (c) The right of the Association to suspend a Member's voting rights for any period during which any Assessment against his or her 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 thereof, after notice and hearing given and held in accordance with the Bylaws of the Association;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast 75 percent 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 sixty (60) days in advance.
- (e) The right of the Association to charge reasonable admission and other fees for the use of any recreational or storage facility situated upon the Common Area.

Section 3.04. Delegation of Use. Any Member may delegate in accordance with the Bylaws, his or her right of enjoyment to the Common Area to the members of his or her family, his or her guests and invitees, or his or her tenants to the extent permitted under this Declaration, or contract purchasers who are in possession of such Member's Lot.

Section 3.05. Waiver of Use. No Member may exempt himself or herself from personal liability for assessments duly levied by the Association nor release the Lot owned by him or her from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his or her Lot.

Section 3.06. General Restrictions. All future Owners of the Lots by their acceptance of their respective deeds, covenant and agree as follows:

- (a) 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.

- (b) The Association shall have a perpetual and non-exclusive easement on the Common Area and all Lots for the purpose of ingress and egress in connection with the maintenance of and repairs to the Common Area, including without limitation, the irrigation system, and maintenance and upkeep of the grass areas and landscaping.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot in Alpine Meadows at the time of recording of this Declaration or by acceptance of a deed for that Lot in the future, 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 or charges levied against that Lot; (b) all fees, charges, late charges, attorneys fees, fines, collection costs, and interest charged pursuant to this Declaration or as allowed by Section 38-33.3-316(1), C.R.S., or any other provision of CCIOA as it may be subsequently amended by any other applicable law. All items set forth in this section, from the time such items become due, shall be a charge on and covenant running with the land and shall be a continuing lien on the Lot against which each such item is charged. 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. Each such item, together with interest, costs, and reasonable attorneys 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. This personal obligation shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may be exempt from liability for assessments by waiver of use or enforcement of Common Expenses, Association Water, or other assets or benefits of the Association, or by abandonment of Lot or any residence constructed thereon.

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 Alpine Meadows; or for the benefit of the Common Area or Association Water; or for any other purpose of the Association as those purposes are specified by the Articles of Incorporation of the Association (as amended from time to time); or as otherwise authorized by CCIOA.

Section 4.03. Levying of Assessments. 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, 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 4.04. Assessment Due Dates. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject to the Assessment. The due dates for Assessments shall be established by the Board of Directors and Assessments may be collected on a monthly basis. 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.

Section 4.05. Expense Allocation. Except as otherwise stated in this section, 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 Property. Any Common Expense or portion of any Common Expense benefitting or caused by fewer than all Lots shall be assessed exclusively against the Lots benefitted by or causing the Common Expense.

Section 4.06. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate not to exceed 21 percent per annum set annually by the Association's Board of Directors. In the event the Board fails to set the interest rate, the rate shall be 6% per annum. Additionally, a late fee of \$25.00 shall be added to any Assessment not paid within thirty (30) days after the due date.

Section 4.07. Priority of Lien. The lien for assessments which includes 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, as of the date of this Declaration, is codified at Section 38-33.3-316(2), C.R.S.

Section 4.08. Waiver of Homestead Exemption. The Association's lien on a Lot or Unit for Assessments shall be superior to any homestead exemption now or later 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 or Unit subject to this Declaration shall constitute a waiver of the homestead and any other such exemption as against such Assessment lien.

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 in a manner consistent with generally accepted accounting principles. All books, records, and papers of the Association shall be available for inspection and copying by any Member or his or her 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 the custodian of the records by anyone desiring to inspect them, and payment of costs of reproducing any documents requested by any Member.

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

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 fifteen (15) nor more than fifty (50) days after mailing or other deliver of the summary.

Section 5.04. Ratification of Budget. Unless at that 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 present 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 establish and maintain an adequate reserve fund for the 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.

Section 5.07. Audit and Review. At the discretion of the Board of Directors or upon request pursuant to subsections (a) or (b), below, the books and records of the Association shall be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, by an independent and qualified person selected by the Board of Directors. Such person need not be a certified public accountant except in the case of an audit. A person selected to conduct a review shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. The audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principals or the cash or tax basis of accounting.

- (a) An audit shall be required under this Section only when both of the following conditions are met:
 - (1) The Association has annual revenue or expenditures of at least two hundred fifty thousand dollars, or such lesser or greater amount which may be provided from time to time under C.R.S., Section 38-33.3-303(4)(b), and
 - (2) An audit is requested by the Owners of at least one-third of the Lots.
- (b) A review shall be required under this Section only when requested by the Owners of at least one-third of the Lots.

ARTICLE VI

NONPAYMENT OF ASSESSMENTS

Section 6.01. Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency as provided in Section 4.06 and, in addition to all legal and equitable rights or remedies, the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same or, upon compliance with the notice provisions set forth in Section 6.02 hereof, proceed to foreclose the lien (provided for in Section 4.01 hereof) against the Lot, and there shall be added to the amount of such Assessment and late fees and interest thereon as provided in Section 4.06, all costs which may be incurred by the Association in the collection thereof, including reasonable attorneys 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. Notice of Claim of Lien. No action shall be brought to foreclose an Assessment lien or to proceed under the power of sale provided in Section 6.03 less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in the county in which the Property is located. Said notice of claim of lien must recite a sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment, plus reasonable attorneys fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association as claimant.

Section 6.03. Foreclosure Sale. Any such sale provided for above 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 and deeds of trust, or in any other manner permitted or provided by 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 6.04. Curing of Default. Upon the timely curing of any delinquency for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, a certificate setting forth the satisfaction of such claim and release of such lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, to cover interest, the costs of preparing and filing or recording such release, and other expenses incurred.

Section 6.05. Cumulative Remedies. The Assessment lien and the rights of foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which

the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided, all remedies being cumulative.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.01. Architectural Approval. All improvements on any Lot shall be in compliance with the zoning approved by the City of Grand Junction, Colorado. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property (including Common Area), nor shall any exterior addition to or change or alteration therein (including painting) be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee provided for in Section 7.03 hereof as to harmony of external design and location in relation to surrounding structures and topography. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All improvement work approved by the Architectural Committee shall be diligently commenced and completed. Plans and specifications may be submitted to the Architectural Committee in accordance with the provisions of Section 12.06.

Section 7.02. Election of Architectural Committee. The Architectural Committee shall be elected by the Members during the month of March of each year during the annual meeting of the Members and shall be composed of three (3) members. The three members of the Architectural Committee shall have three, two and one year terms respectively so that only one position will become vacant each year. In the event of the death or resignation of any member of the Committee prior to expiration of his or her term, the remaining members of the Committee shall appoint a person to serve the remainder of the term of such departed member.

Section 7.03. No Liability. Neither the Association or the Architectural Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or 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. Every person who submits plans or specifications, and every Owner of any of said Property agrees that he or she will not bring any action or suit against the Association, the Architectural Committee, or any of the members thereof to recover any such damage.

Section 7.04. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of completion of construction of any improvements within the Property, said improvements shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all the provisions in this Article VII, unless actual notice of such noncompliance or noncompletion, executed by the Architectural 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 7.05. Rules and Regulations. The Architectural Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

Section 7.06. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Committee, by the vote or written consent of a majority of the Members thereof, may allow reasonable variances evidenced in writing as to any of the covenants, conditions or restrictions contained in the Declaration under the jurisdiction of such Committee, on such terms and conditions as it shall require. The granting of a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except at the particular provision hereof covered by the variance and shall not necessarily serve as a basis for subsequent variances with respect to the other Lots. The granting of any variance shall not affect in any way the Association's or Owner's obligation to comply with the laws and ordinances of Mesa County and other applicable governmental laws or regulations.

Section 7.07. Appointment and Designation. The Architectural 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 hereunder to one or more duly licensed architects, engineers or other qualified persons who shall have full authority to act on behalf of said Architectural Committee in all matters delegated.

Section 7.08. Review Fee and Address. Any plans and specifications shall be submitted in writing for approval together with a reasonable processing fee. The address of the Architectural Committee shall be the principal place of business of the Association or such other place as the Architectural Committee may from time to time designate in writing to the Board of Directors. Such address shall be the place for the submittal of any plans and specifications and the place where the current rules and regulations, if any, of the Architectural Committee shall be kept.

Section 7.09. Inspection. Any member or agent of the Architectural Committee may from time to time at any reasonable hour or hours and upon reasonable notice enter and inspect any property subject to the jurisdiction of said Architectural Committee as to its improvement or maintenance in compliance with the provisions hereof.

Section 7.10. Compensation. The members of the Architectural Committee shall not be entitled to any compensation for services performed under Article VII hereof.

Section 7.11. Compliance with Governmental Laws. All Owners of any Lot, and their heirs, personal representatives, successors and assigns by their acceptance of their respective deeds, and the Association shall be bound by and subject to the laws and ordinances of the City of Grand Junction and all other applicable governmental laws or regulations. No building or other structure or addition or change or alteration thereof shall be commenced, constructed, erected, placed, altered,

maintained or permitted to remain erected, placed, altered, maintained or permitted to remain on any of the real property within the Property, including the Common Area, which is in violation with any of the laws or ordinances of the City of Grand Junction or any other applicable governmental laws or regulations.

ARTICLE VIII

ASSOCIATION POWERS AND OWNERS' USE

Section 8.01. 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 Bylaws of the Association to the extent not inconsistent with (a), (b), or (c).

Section 8.02. 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.

Section 8.03. 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, except as provided in Section 9.02, below. However, no such encumbrance, dedication, or conveyance shall be effective except in an instrument signed by 75 percent of the Owners agreeing to such encumbrance, dedication, or transfer which has been recorded in the Mesa county records. Such an instrument may be signed in counterparts which shall together constitute a single agreement.

Section 8.04. Delegation of Use. Any Owner may delegate, subject to any Bylaws of the Association, his or her right of enjoyment to the Common Area and use of Association Water to the members of his or her family residing with him or her, his or her tenants, or contract purchasers who reside on the Lot owned by that Owner.

Section 8.05. Owner's Use. In addition to the duties stated elsewhere in this Declaration, each Owner shall have the duty and obligation to perform and comply with the following restrictions to preserve the overall value of the entire property:

- (a) With regard to Alpine Meadows Subdivision only:

No structures shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, which shall not exceed two and one-half stories in height, and a private garage of size not larger than required to house three (3) automobiles, nor smaller than required to house two (2) automobiles. All residences within the subdivision shall have a ground floor space of not less than 1,450 square feet as measured along the outside wall lines of the structure, exclusive of any portion thereof used for a garage or for an outside porch; provided, however,

that if a residence shall have a basement or shall be either a bi-level, tri-level or multistory, the foundation shall enclose a minimum of 1,100 square feet, and the structure shall include a minimum living area of 1,600 square feet exclusive of open porches and garages. Each residence shall contain at least one fully equipped bathroom. The following location restrictions shall apply:

- (1) No dwelling shall be nearer than 20 feet to the front or rear property line (one side only on corner lots).
- (2) No dwelling shall be nearer than 10 feet from each side property line or 15 feet from each side R.O.W. line.
- (3) Accessory buildings or out buildings shall not be less than 5 feet from the rear and side property line and not on the front half of the lot.

With regard to Alpine Meadows II only:

No structures shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, which shall not exceed two and one-half stories in height, and a private garage of size not larger than required to house three (3) automobiles, nor smaller than required to house two (2) automobiles. All residences within the subdivision shall have a ground floor space of not less than 2,000 square feet as measured along the outside wall lines of the structure, exclusive of any portion thereof used for a garage or for an outside porch; provided, however, that if a residence shall have a basement or shall be either a bi-level, tri-level or multistory, the foundation shall enclose a minimum of 1,500 square feet, and the structure shall include a minimum living area of 2,500 square feet exclusive of open porches and garages. Each residence shall contain at least one fully equipped bathroom. The following location restrictions shall apply:

- (2) No dwelling shall be nearer than 20 feet to the front or rear property line (one side only on corner lots).
- (2) No dwelling shall be nearer than 10 feet from each side property line or 15 feet from each side R.O.W. line.
- (3) Accessory buildings or out buildings shall not be less than 10 feet from the rear property line and 5 feet or easement width from the side property line and not on the front half of the lot.

“Lot” as used in this section shall mean a building site for one residential building, whether composed of one specifically numbered Lot on the plat of the Property or a combination of contiguous parts of such Lots in a single ownership upon which a single-family residence is built or is to be built.

- (b) New construction only shall be permitted within the Alpine Meadows and no structures for occupancy as residences shall be moved upon lots within the subdivision.
- (c) No fence, wall, foliage, trees or hedges in the nature of a fence shall be planted, maintained, constructed or erected nearer than ten (10) feet to the front Lot line or nearer than ten (10) feet to the side street Lot line. Fences, walls and hedges in the nature of a fence not closer to the front Lot line than the minimum set back line shall not be higher than six (6) feet. Such fences, walls and hedges closer to the front than the minimum set back line but not closer to the front Lot line than ten (10) feet shall not be higher than three (3) feet. Any fences or walls constructed on a Lot shall be made of wood, vinyl with wood appearance, or stucco.
- (d) The erection of more than one residential building per Lot or the resubdivision of Lots into smaller units is prohibited. In this connection, however, the combination of more than one Lot or parts of contiguous Lots into one building site is not prohibited. For example, two Lots may be used for one building site. Similarly, three Lots may be used for a total of two building sites.
- (e) No noxious or offensive trade or activity shall be carried on within any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No Lot may be used for commercial purposes except for home occupations. "Home occupants" as used herein shall be defined as the term is defined in the ordinances of the City of Grand Junction in effect on the date of this Declaration.
- (f) No trailer, camper, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (g) No animals, including, but not by way of limitation, horses, cows, pigs, goats, chickens, ducks and other domesticated animals, except household pets, shall be maintained temporarily or permanently on any of said lots. All household pets shall be contained on the Owner's Lot, unless on a leash or otherwise restrained, contained or controlled so as not to be able to run loose. Pet owners shall be responsible for cleaning up after their pets and repairing any damage they inflict upon the Common Area or Lots in Alpine Meadows other than the Lot of the pet owner.
- (h) No vehicle shall be parked in Alpine Meadows in any manner which blocks any portion of any sidewalk or creates any traffic hazard. Storing automobiles, trucks, campers, boats, snowmobiles, motorcycles, motor bikes or any vehicle of any other description in the street, driveway, yards of residences, in front of the principal building set back lines is specifically prohibited. Such vehicles may be stored behind such set back lines within the boundaries of such Lot, provided such stored vehicles

are fenced or screened to the satisfaction of the Architectural Committee. No such fence or screen shall be erected without the prior approval of the Architectural Committee. The foregoing provisions shall not apply to the parking of certain emergency vehicles as permitted pursuant to Section 38-33.3-106.5, C.R.S. Vehicular maintenance or repair which renders the vehicle inoperable for more than twenty-four hours is prohibited on street, driveway or front yards of residences. This provision shall not permit the commercial repair of any type of vehicle, such activity being expressly prohibited.

(i) No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six (6) square feet advertising such Lot for sale, resale or lease. During the construction and initial sale of said Lots, four signs containing an aggregate of Lots more than thirty-two (32) square feet advertising the property for sale may be used by builders or their sales agents to advertise the property. Nothing contained in this paragraph shall be construed to prohibit the temporary placement of political signs not to exceed the maximum size allowed by the City of Grand Junction or thirty-six (36) inches by forty-eight (48) inches, whichever is less, for periods of no more than forty days before and seven days after elections as permitted by Section 38-33.3-106.5, C.R.S., or other applicable law.

(j) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored out of sight from any adjacent street except for the time period reasonably necessary for weekly trash pickup.

(k) With regard to Alpine Meadows Subdivision only:

All major roofs on residential structures must maintain a minimum 4:12 pitch with a maximum 12:12 pitch.

With regard to Alpine Meadows II only:

All major roofs on residential structures must maintain a minimum 6:12 pitch with a maximum 12:12 pitch.

(l) With regard to Alpine Meadows Subdivision only:
All dwellings shall have a minimum of 30% brick, stone or other approved masonry material on the exterior wall of the dwelling facing the front property line exclusive of the area providing entrance to or windows of the dwelling. Samples of all exterior materials, including colors, to be installed on the dwelling shall be submitted to the Architectural Control Committee for approval in order to maintain harmony of external design.

With regard to Alpine Meadows II only:

All dwellings shall have a minimum of 50% brick, stone or other approved masonry material on the exterior wall of the dwelling facing the front property line exclusive of the area providing entrance to or windows of the dwelling. Samples of all exterior materials, including colors, to be installed on the dwelling shall be submitted to the Architectural Control Committee for approval in order to maintain harmony of external design.

- (m) Maintenance, upkeep and repairs of any residence, lawns, landscaping or other improvements on or to each Lot shall be the sole responsibility of the individual Owner thereof. The exteriors of residences and garages shall be maintained in good condition and repair, including, without limitation, roofs, shingles, tiles, siding, trim and paint. All lawns and landscaping shall be adequately watered during the irrigation season and otherwise maintained in an adequately trimmed and good condition and appearance.
- (n) In order to maintain an attractive and consistent appearance of the perimeter of Alpine Meadows, the Association shall be responsible for the repair and maintenance of the structural components of the perimeter wall or fence structure bordering the Subdivision along 27 Road and H Road and for painting the street side of said wall or fence structure as reasonably required. Each of the Lot Owners adjacent to said wall or fence structure shall be individually responsible for painting that portion of the side of said wall or fence structure bordering their respective Lot as reasonably required. All other fences or walls bordering Common Areas shall be repaired and maintained by the Lot Owners whose Lots abut such Common Areas.
- (o) 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 or her Lot under the following conditions:
 - (1) All leases shall be in writing;
 - (2) All leases and the lessee's occupancy and use of the Lot shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation, Bylaws and rules and regulations of the Association; the lessee's failure to comply with any of these documents, in any respect, shall be a default under the lease; and
 - (2) No lease shall be for fewer than thirty (30) days.

The provision of subsections (2) and (3) above shall be contained in each lease, but shall also be deemed to be implied terms of each such lease, whether or not actually contained in the lease.

Section 8.06. Association's Responsibility for Maintenance and Inspection of Storm Water Drainage and Detention Facilities. The Association shall be responsible for operating and maintaining any storm water drainage or detention facilities located in the Common Area, and for having any such facilities inspected on an annual basis by a professional engineer or other qualified person, as may be required by City of Grand Junction ordinances.

ARTICLE IX

IRRIGATION AND WATER RIGHTS

Section 9.01. Association Water. Association Water appurtenant to Alpine Meadows shall be held in trust by the Association and be used and distributed by the Association for the benefit of the Lots and Common Area in Alpine Meadows and of any other property hereafter annexed to Alpine Meadows, subject to the rules and regulations of the Grand Valley Water Users's Association.

Section 9.02. Maintenance and Water Assessments. The Association shall manage and maintain the system for delivery of Association Water to the Lots and Common Area and pay all water assessments and charges associated therewith.

ARTICLE X

RIGHTS OF LENDERS

Section 10.01. Filing Notice, Notices and Approvals. Except as may be otherwise required by Colorado law, a Mortgagee shall not be entitled to receive any notice unless and until such Mortgagee, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a Lot within the Property. Such notice need not state which Lot or Lots are encumbered by such Mortgage, but shall state whether such Mortgagee is a First Mortgagee. Wherever the approval of all or a specified percentage of Mortgagees is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of all or a specified percentage only of those Mortgagees which have delivered such notice to the Board. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgagees over the lien of Assessments levied by the Association hereunder to the extent provided by C.R.S., §38-33.3-316, shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged.

Section 10.02. Relationship with Assessments Liens.

- (a) The lien provided for in the Article hereof entitled "Nonpayment of Assessments" for the payment of Assessments shall be subordinate to the lien of any Mortgage which was recorded prior to the date any such Assessment becomes due, except as otherwise provided in Section 38-33.3-316(2)(b)(I), C.R.S..
- (b) If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a Mortgage: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Mortgage; and (2) the foreclosure of the lien of said Mortgage, or sale under a power of sale included in such Mortgage (such events being hereinafter referred to as "Events of Foreclosure") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, and their successors in interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.
- (c) Any Mortgagee who obtains title to a Lot by reason of any of the Events of Foreclosure, or any purchaser at a private or judicial foreclosure sale, shall take title to such Lot free of any lien or claim for unpaid Assessments against such Lot which accrue prior to the time such Mortgagee or purchaser takes title to such Lot, except for liens or claims for a share of such Assessments resulting from a pro rata reallocation of such Assessments to all Lots within the Property.
- (d) Nothing in this Section shall be construed to release any Owner from his or her obligations to pay for any Assessment levied pursuant to this Declaration.

ARTICLE XI

INSURANCE AND FIDELITY BONDS

Section 11.01. Insurance. The Association shall carry any and all insurance coverages required by the CCIOA.

Section 11.02. Corporate Employees. If any Owner or Association employee controls or disburses Association funds, the Association must obtain and maintain, to the extent reasonably available, fidelity 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 11.03. Independent Contractors. Any person employed as an independent contractor by the Association for the purposes of managing the Association must obtain and maintain fidelity insurance in that same amount unless the Association names such a person as an insured employee in a contract of fidelity insurance described above.

Section 11.04. Additional Coverage. The Association may carry or require of an independent contractor employed to manage the Association fidelity insurance coverage in an amount greater than that specified in this section.

Section 11.05. Commons Expenses. Premiums for insurance required by the Association under this provisions are Common Expenses of the Association.

ARTICLE XII

GENERAL PROVISIONS

Section 12.01. Rules and Regulations. The Association shall have the right to impose rules and regulations upon the Owners concerning use of the Common Area, Association Water, and any other Association property; provided, all rules and regulations shall apply equally and uniformly to all Lots and Owners.

Section 12.02. Enforcement.

- (a) The Association or the Owner (including Declarant) of any Lot may enforce any provision of this Declaration in an action at law or in equity. The relief sought may include damages (including, for example, consequential and incidental damages) for any violation, or injunctive relief, or both. This listing of possible remedies is not exclusive. It is the intent of the Declarant that the Association or an Owner may obtain any relief available under the then applicable law or the provisions of this Declaration for violation of any provision of this Declaration. All such rights and remedies shall be cumulative.
- (b) In any litigation or other proceeding concerning enforcement or interpretation of this Declaration, the prevailing party shall be entitled to recover reasonable attorney fees and court costs, in addition to any other relief available to that party.

Section 12.03. Term. The provisions of this Declaration shall each constitute covenants running with the land applicable to all of the Lots, binding all Owners and all persons and entities claiming by, through, or under such Owners for a period of twenty (20) years from the date of this Declaration. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, without action by or notice to any person or entity.

Section 12.04. Amendment. Subject to the provisions of Section 38-33.3-217(1), (5) and (6), C.R.S., all or any portion of this Declaration other than the provisions of Article XII may be supplemented, changed, or canceled in whole or in part at any time by the consent of sixty-seven percent (67%) of the Lots evidenced by an instrument in writing signed by all of the then Owners of the Lots in a manner provided by law at the time for conveyance of real property, when that instrument is duly recorded in the office of the Clerk and Recorder of Mesa County, Colorado. Upon recordation in that manner, any modification of this Declaration shall be valid and binding upon the Owners of the Lots and their heirs, personal representatives, successors in interest, and assigns. This Declaration may also be amended as provided by Section 38-33.3-217(7), C.R.S.

Section 12.05. CCIOA Controls. Any provision of this Declaration in conflict with the provisions of CCIOA shall be void and of no effect.

Section 12.06. Notice. Any notice, demand or submittal 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 or to the Association at 2698 3/4 Alpine Drive, Grand Junction, CO 81506. 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 12.07. 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.

Section 12.08. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

Section 12.09. Binding Effect. The provisions of this Declaration shall be binding upon and for the benefit of all Owners and each and all of their respective successors in interest and assigns.

Section 12.10. Gender. Whenever reference is made to persons, unless the context requires otherwise, words denoting the singular may be, and where necessary shall be, construed as denoting the plural number; and words of the plural number may be, and where necessary shall be, construed as denoting the singular number; and words of one gender may be, and where necessary shall be, construed as denoting such other gender as may be appropriate.

Section 12.11. No Right 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 12.12. Applicability of Governmental Regulations. The covenants, conditions, and restrictions contained herein are separate and distinct from any zoning, building or other law,

resolution, ordinance, rule or regulation of the City of Grand Junction or of any governmental authority having jurisdiction over the Property which now or in the future may contain different requirements from or in addition to those contained herein or which may prohibit uses permitted herein or permit use prohibited herein. In the event of any conflict between the provisions hereof and the provisions of any such law, resolution, ordinance, rule or regulation, the owner must first comply with all governmental laws, resolutions, 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 herewith would result in such a violation, the Architectural Committee shall waive any such covenants, conditions, or restrictions to the extent it results in such a violation, and in connection therewith, the Architectural Committee may impose such conditional covenants, conditions, and restrictions as may be necessary to carry out the intent of this Declaration.

IN WITNESS WHEREOF, the Association has executed this instrument the day and year first above written.

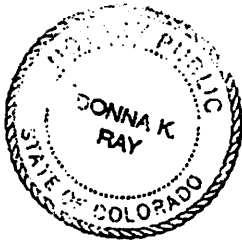
ALPINE MEADOWS HOMEOWNERS
ASSOCIATION, INC.,
a Colorado nonprofit corporation

By Curtis Haynes - President
Curtis Haynes, President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 25th day of February, 2009, by Curtis Haynes, as President of the Alpine Meadows Homeowners Association, Inc., a Colorado nonprofit corporation.

WITNESS my hand and official seal.
My commission expires: 12/8/09



Donna K. Ray
Notary Public