

14 PAGE DOCUMENT

***Declaration of Covenants, Conditions, and Restrictions of Cottage Meadows  
FILING ONE***

THIS DECLARATION, made on the date here and after set forth by Redland Partners, A Colorado General Partnership here after referred to as "Declarant." WHEREAS, Declarant is the owner of certain property in the County of Mesa, State of Colorado, which is more particularly described as, see attached Exhibit "A" by this reference incorporated herein. NOW, THEREFORE, Declarant hereby declared that all the properties described, sold and conveyed subject to the following Easements, Restrictions, Covenants and Conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each party thereof.

THEREFORE, Declarant declares, that the property and every portion of it, is and shall be held, sold, and conveyed subject to the Covenant, Conditions, Restrictions, and agreements contained in this Declaration, which:

- "A" Are for the purpose of protecting the value and the desirability of the property;
- "B" Shall run with, and be a pertinent to, all of the property except as expressly stated otherwise; and,
- "C" Shall be binding upon and inure to the benefit of all persons or entities now owning or subsequently acquiring any right, title, or interest in all or any part of the property, together with each of their heirs, personal representatives, successors in interest and assigns.

All of the provisions of this Declaration are in furtherance of a general plan for the benefit of all of the property and it's improvements and for the benefit of each present and subsequent owner of the property. All of the provisions of this Declaration shall be deemed to run with the land as Covenants running with the land or as equitable servitude, as the case may be, and shall constitute benefits and burdens of all persons and entities subsequently acquiring or owning an interest in the property and improvements located on it however that interest may be obtained.

- "D" These Covenants shall be binding upon all parties and all persons claiming under them for a period of twenty years from a date hereof at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote reflected by signed documents dually recorded by the majority of the land owners, it is agreed to change that covenant in all or in part.

**Article I.**  
**DEFINITIONS**

Section 1. "Association" shall mean and refer to Cottage Meadows Homeowners Association,

Filing One, A Colorado Non-Profit Organization

Section 2. "CCIOA" means the Colorado Common Interest Ownership Act presently codified at 38-33.3-101, E.T. seq., as it may subsequently be amended from time to time.

Section 3. "Owner" ("Owner's") shall mean and refer to the record owner, whether one or more person's or entities of a fee simple title to any lot which is a part of the subdivision, including contract sellers, excluding those having such interest merely as security for the performance of an obligation. Multiple person's or entities holding title to a single lot shall together constitute a single owner.

Section 4. "Subdivision" means Cottage Meadows Subdivision- Filing One, in Mesa County, Colorado, according to the recorded plat of that Subdivision, as that plat may be amended from time to time.

Section 5. "Common Use Area" can mean any and all interest in real property owned or maintained by the Association for the common use and enjoyment of the owners "including, for example, the irrigation system, the retention basin, parkways, and streets."

Section 6. " Association Water " shall mean and refer to all the water rights from Mesa County Irrigation District and Palisades Water District held by the declarant for the use of the Association, and any other water or water rights, ditch or ditch rights or easements acquired by the Association, together with any facilities, improvements, easements, or other real or personal properties related to, associated with, or used in connection with any of them, "including, for example, irrigation pumps, valves, siphons, filters, and pipeline."

Section 7. "Lot" ("Lot's") shall mean and refer to each residential lot shown upon the recorded plat of the subdivision, as the plat may be amended from time to time, excluding areas designated as common area on the plat.

Section 8. "Declarant" shall mean and refer to Redland Partners, A Colorado General Partnership.

Section 9. "Natural Landscaping" shall mean and refer to landscaping that fits the natural green valley surrounding a lot.

Section 10. "Living space" shall be deemed to include any floor on a split-level residence which is less than four feet below the grade of the structure or any space under roof with the exception of garage area, storage area and basement. Basement is determined by any area which is more than four feet below the grade of the surface of the exterior of the building, this area shall be considered Basement Area and the square footage thereof shall not be counted in determining the compliance with the foregoing restrictions.

Section 11. "Architectural Control Committee" ("ACC")

Section 12. "Tree" shall mean any tree that the trunk measures 2" of diameter 3' above the ground.

**Article II.**

**PROPERTY RIGHTS**

Section 1. **Irrigation Water Delivery System.** Every owner shall access and use the Irrigation Water Delivery System located in the utility and irrigation easement located along the boundary of each lot.

"A" The association shall have the right to charge reasonable fees for the use and maintenance of the Irrigation Water Delivery System; and the right of the association to promulgate rules, regulations and schedules related to the use of the Irrigation Water System, and,

"B" The association shall have the right to suspend the voting rights and right to use of the Irrigation Water Delivery System by an owner for any period during which any assessment against his lot remain's unpaid; and for a period not to exceed sixty days for any infraction of it's published rules and regulations as determined by the Board of Directors.

Section 2. **Delegation of Use.** Any owner may delegate, in accordance with the bylaws, his right of use to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. **Ownership of Irrigation Equipment.** The association shall own and be responsible for the maintenance of the Irrigation Water Lines and associated equipment and fixtures. The owners shall only be responsible for the maintenance of all irrigation lines, pumps and sprinklers located within the boundaries of the owners lot that have been installed for that lot's sole use

Section 4 **Open Space.** The association shall own and maintain all common areas and open space areas as designated on the plat or incorporated into the design of Cottage Meadows including the public right-of-ways, street scape, entrance monuments, landscaping and common landscape areas.

**Article III.**

**MEMBERSHIP AND VOTING RIGHTS**

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

Section 2. The association shall have one class of voting membership, and be all owners of lots within Cottage Meadows Subdivision shall be entitled to one vote per each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote

for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

**Article IV.**

**COVENANT FOR MAINTENANCE ASSESSMENTS.**

**Section 1. Creation of The Lien of Personal Obligation of Assessments.** The declarant, for each lot owned within the property, hereby covenants and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association: "1. Annual assessment or charges, and 2. Special assessments for capitol improvement, such assessments to be established and collected as here in after provided. The annual and special assessments, together with interest cost and reasonable attorneys fees, shall be charged on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless its expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the association, shall be to maintain an irrigation water delivery system to the properties and to perform the maintenance responsibilities set forth in Article II above along with any other maintenance responsibilities deemed necessary by the Board not limited to but including the repair, maintenance, and/or replacement of the common driveways to those lots that abut said driveways. Along with the landscaping, signs, and any other improvements to the common areas of Cottage Meadows.

**Section 3. Maximum Annual Assessment.** Until January first of the year immediately following the conveyance of seventy-five percent of the lots to non-declarant owners the maximum annual assessment shall be \$100.00 per lot.

- "A" From and after January first of the year immediately following the conveyance of Seventy- five percent of the lots to non-declarant owners the maximum annual assessment may be increased each year not more than twenty-five percent above the maximum assessment for the previous year without a vote of the membership.
- "B" From and after January 1st. of the year immediately following the conveyance of Seventy- Five percent of the lots to non-declarant owners the maximum annual assessment may be increased above twenty-five percent by a vote of two thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- "C" The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4. Special Assessments for Capitol Improvements.** In addition to the annual assessment authorized above, the association may levy, in any assessment year, a special

assessment applicable to that year only for the purpose of deferring, in all or in part, the cost of any construction, reconstruction, repair of or replacement of the Irrigation Water Delivery System, including fixtures and personal property related there to, or for the additional construction or maintenance of pedestrian pathways or facilities constructed within the open space for the use of all owners, provided that any such assessment shall have the consent of two thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice in Quorum for any Action Authorized under Section 3 and 4.** Written notice of any meeting called for the purposes of taking any action authorized under Section 3. Or 4. shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a Quorum. If the required Quorum is not present, another meeting may be called subject to the same notice requirement, and the required Quorum at the subsequent meeting shall be one half (1/2) of the preceding meeting. No such subsequent meeting shall be held more than sixty days from the previous meeting.

**Section 6. Uniformity Of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots that are owned by a non-declarant member and assessments shall be collected on a quarterly basis.

**Section 7. Date of Commencement of Annual Assessments: Due Date.** The Annual Assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of a lot to a non-declarant owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of Annual Assessment against each lot at least thirty days in advance of each Annual Assessment Period. Written notice of Annual Assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association as to the status of assessments on a lot and this will be binding upon the association as of the date of it's issuance.

**Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.** Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of eighteen percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Irrigation Water Delivery System or abandonment of his lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any preceding in lieu thereof, shall extinguish the lien of such assessments as to

payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Article V.**

**LAND USE RESTRICTIONS**

**Section 1. Land Use and Building Type.** No lot may be used except for residential purposes. No building may be erected, or otherwise altered, placed or permitted to remain on any lot other than one detached single family dwelling, a private garage with not less than two cars, swimming pool, one small outbuilding directly related to residential use. The erection of more than one dwelling per lot or the new subdivision of lots into smaller units is prohibited.

**Section 2. Prefabricated Structures.** All dwellings and garages constructed upon the land covered by these covenants shall be of top quality design, construction, workmanship and materials; in particular, no structure will be of the types known as "prebuilt, precut, modular, manufactured, or mobile homes," regardless of it's quality as determined by other standards, also all dwellings shall have at least eleven hundred square feet under roof. This section shall not apply to the Temporary Sales and Construction Office used by the declarant during the development, construction, and sale of lots and homes in Filing One and all subsequent Filings.

**Section 3. Architectural Control.** All residential design and construction is subject to the approval of the Architectural Control Committee established in these articles. Careful attention shall be given to the aesthetic and functional consideration of any design submitted in order to enhance family type lifestyle of the subdivision without limitation. Architectural Control Committee shall consider the following:

- "A" The overall nature or character of the appearance of the structure, including orientation with regard to view and pricing, and the quality of exterior materials, must be consistent with the requirements for construction in this subdivision.
- "B" Minimal grading of dwelling sites to preserve natural terrain and foliage is preferred.
- "C" Patio structures will be designed such that they will blend into and compliment the pertinent structure.
- "D" The Architectural Control Committee will approve only residential construction which meets the following standards:(1.) A full set of plans and specifications must be submitted (2.)siding, stucco, masonry, roofing, gutters, and trim must be colors approved by the Architectural Control Committee.(3.) The Architectural Control Committee will designate the location for a newspaper and other non mail receptacles.

**Section 4. Dwelling Size and Quality.** No dwelling shall be permitted on any lot if the ground floor living area of the main structure exclusive of open porches is less than eleven hundred square feet, by outside measurement; provided, however, that the Architectural Control Committee may permit the following exceptions

- "A" If the residence has a second story the ground floor area of the main structure exclusive of open porches shall not be less than one thousand square feet of living area, by

outside measurement, with a total square footage on the first and second of no less than fourteen hundred square feet of living area by outside measurement.

**Section 5. New Construction.** All construction within the subdivision shall be new construction, no previously erected building or other improvement shall be moved onto or set upon any lot of any other location.

**Section 6. Building Location.** The Architectural Control Committee must approve the siting of any building upon a lot before any excavation begins. No building shall be located on any lot near to the front line or near to the side street line, than the minimum building setback line that is required by applicable codes, ordinances or conditions of approval by Cottage Meadows Subdivision. Moreover, no residences or outbuildings shall be located nearer to the front lot line, rear lot line, or interior lot line, than permitted by applicable codes or ordinances. Eaves, steps, porches without roofs, shall not be considered a part of the building; provided however, that this provision shall not be construed to permit any portion of the building on a lot to encroach onto another lot.

**Section 7. Driveways.** Driveways shall be composed of concrete unless otherwise approved by the ACC.

**Section 8. Parking.** All automobiles, trailers, boats, snowmobiles, recreational vehicles and other motorized vehicles which are not kept in the garage must be parked in the side yard or rear yard of the residence. Any such vehicles may only be parked in the street or driveway temporary while loading or unloading. On street parking is prohibited. No more than two vehicles may be parked outside a residence for a period of more than three days at any time. All recreational vehicles, boats, trailers, and similar vehicles, if parked in the side yard or rear yard of a residence on a regular basis, must be screened by a natural wood fence, landscaping or other method approved by the ACC.

**Section 9. Building Plans and Materials.** All plans, specifications, color selections, and samples of exterior siding and/or masonry materials, along with roof materials samples, for any building, addition or improvement must be submitted to the ACC for review and approval before the construction may begin. Color Selections should be chosen that will blend into the surrounding landscape, buildings, and terrain.

**Section 10. Temporary Sales and Construction Office.** Temporary Sales and Construction Office will be located within Cottage Meadows during the development, construction and sales of this project. This office shall be maintained in good aesthetic and structural conditions at all times by the developer. Temporary parking in front of and adjacent to the sales and construction office will be allowed as long as the office is maintained in said subdivision. Under no circumstances shall this office be required to be relocated to another location within the subdivision or off of the subdivision by the members of the association, ACC, or the Board of Directors until thirty (30) days after the completion of the last home on the last lot within the subdivision. At that time the developer will have sixty (60) days to remove the temporary office

and leave the site flat and clean so as to appear as a vacant building lot. Temporary Sales signs, flags, ETC. will be allowed to be placed during the development, construction and sales of this project as long as the sales office is maintained on site or there are development, construction or sale activity's taking place. It is also understood that at the declarant's option he may keep the sales office located in Filing One of Cottage Meadows for the entire duration of subsequent filings being developed, constructed, and sold or at his option he may relocate the sales office to a location of his choice in one of the future filings. During the period of development, construction and sales the declarant will also designate certain lots or units to be used for sales offices, construction offices, storage yards and buildings. During this period of time said lots or units are so utilized, the storage yards, buildings or temporary structures shall not be subject to the conditions, covenants, and restrictions herein.

**Section 11. Landscaping.**

- "A" All front yard landscaping and any other landscaping that is visible from any street within the project shall be a type which compliments the residential character of the subdivision, and which is acceptable to the ACC. The landscaping plan must be submitted to the ACC for approval within six months after issuance of the building permit for the residence, or thirty days before landscaping is to be installed which ever would come first
- "B" No tree in Cottage Meadows Filing One shall be removed without the express written consent of the A.C.C. Once the declarant has completed the sale of lot or home.
- "C" Each lot owner shall be required to plant one tree for every 2000 square feet of lot area within the front yard set back area as part of the landscaping of the lot. These trees must be a minimum of 15 gallon size and the type of tree must be from an approved list of trees supplied by the A.C.C or approved individually by the A.C.C.

**Section 12. Nuisance.** No obnoxious or offensive activities shall be carried on upon any lot, nor shall any activity be permitted which becomes an annoyance or nuisance to the neighborhood. No lot may be used for commercial purposes, except for home occupations. "Home Occupation" as used in this declaration means an occupation by the resident conducted totally within the boundaries of local county ordinances for home occupation permits and which does not entail the employment of third persons on the premises, this does not include the delivery of goods or services to customers upon the lot. Any other commercial use shall be considered a nuisance within the meaning of this declaration.

**Section 13. Temporary Structures.** No structure temporary in character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as a residence, with the exception of a trailer for security purposes during development, construction, and sales of Filing One and all subsequent Filings. For other exceptions see Article II section 10.

**Section 14. Signs.** No sign of any kind shall be displayed for public view on any lot except one sign of not more than five square feet advertising the property for sale or rent and the signs used by the declarant, building contractor or lender for advertising during construction and sales of the lots in the subdivision. Signs used by building contractor's or lenders are limited in size to



fifty-four square feet. Signs used by the declarant are not nor shall they be restricted by the Home Owners Association or the A.C.C.

**Section 15. Animals.** No animals can be kept in the subdivision which is a nuisance to other owners in the neighborhood or which run at large and endanger residents in the subdivision. All animals shall be maintained on the owners property, or on a leash. At the request of any owner, the Board of Directors of the Association shall determine whether a particular animal shall be considered a nuisance, or whether the number of any such animals on any lot is a nuisance. If the Board determines that a nuisance exists then 51% of the property owners must approve any action other than a written warning. Habitually barking and/or vicious dogs are prohibited at the sole discretion of the association based on the above procedure. Under no circumstances shall the commercial use of pets be allowed on any lot within the Cottage Meadows Subdivision.

**Section 16. Variance.** The ACC may grant a reasonable variance or adjustment to these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to their property or improvements in the neighborhood and shall not defeat the general intent in purpose of these restrictions.

**Section 17. Utilities and Easements.** Underground electrical, natural gas, telephone/cable television, and irrigation shall be available to all lots and tracts in Cottage Meadows. The utility companies furnishing these services shall have easements shown on the recorded file. No permanent structure shall be erected on any said easements neither shall the declarant, the utility company nor any entity using these easements be held liable for any damage done by either of them or their assigns agents or employees to shrubbery, trees, flowers, or improvements of the owner located on the land covered by said easements. No overhead services shall be allowed to service any lot within this subdivision.

**Section 18. Limitation on Parking and Storage.** No boats, trailers, buses, recreational vehicles, inoperative private automobiles, or inoperative vehicles of any kind, camper rig off trucks, or boat rig, or other similar items shall be parked or stored permanently or semi-permanently on any public street, right of way or driveway. Permanent or Semi-Permanent storage for such vehicles or items must be screened from public view, either in a garage or behind a screen approved by the A.C.C. and shall not be parked farther forward than the front building line of the dwelling unit. Semi-permanent storage is hereby defined to be location of one place for a period of seventy-two hours or longer. All screens for above named items must be approved in advance by the ACC.

**Section 19. Fences, Planters and Hedges.** No wall, fence, planter or hedge in excess of three feet above ground level shall be allowed within the front yard set back. Front yard setbacks will be defined according to the county ordinances for front yard setbacks for Cottage Meadows. Open type fencing such as picket or a similar type will be required for any front yard fencing within the front yard setback areas, in any case no fence will be allowed to be taller than six feet

on any lot within the subdivision without the express permission of the ACC. In addition all fences must be approved by the ACC before construction. The A.C.C. may also further restrict the height placement and type of fencing on any lot. The A.C.C. may set general fencing standards and if so those will be supplied to each lot owner at that time.

**Section 20. Site Lines on Corner Lots.** No object or thing shall be placed or planted on corner lots which unnecessarily obstruct site lines at elevations between two feet and six feet above the top of the street curb within a triangular area formed by the junction of the street and the curb lines and the line connecting them at a point twenty-five feet from the junction of such streets, curblines, or extension thereof.

**Section 21. Restrictions on Storage Areas.** Clothes lines, equipment, garbage cans, service yards, brick piles or storage areas shall be adequately screened by planting or construction to conceal the same from view of neighboring lots and streets.

**Section 22. Landscaping Time Limit Requirements.** Any lot where a building permit has been issued for construction upon that lot shall submit a landscaping plan to the ACC within one hundred and eighty days of building permit issuance. Said landscaping shall be completed and ready for a walk through inspection by the ACC within one year of building permit issuance. This clause shall apply only to those areas of landscaping that are in the front and side yards that are visible from the streets. In the event that weather will not permit the planting of plants, shrubs, and grass within the time frames stated above the ACC shall grant an extension that will allow thirty days after the planting season begins in the spring following the issuance of the building permit.

**Section 23. Restrictions relating to Drainage.** Nothing shall be done or permitted by an owner or occupant which would block, divert or channelize the natural flow of drainage water across any lot or tract from adjacent lots or tracts as established by the original subdivision grading without specific approval from the ACC.

**Section 24. Antennas and Similar Devices.** No antenna, satellite dish, or similar devices for radio, television or any other electronic transmission reception shall be placed upon or around the exterior of any property within said subdivision, unless it is specifically approved by the A.C.C. under which case it shall be required to be screened from the view of neighbors as well as the view from the street. No solar panels or other apparatus shall be erected upon the roof of any structure within Cottage Meadows without the prior written consent of the A.C.C..

**Section 25. Ground Maintenance.** The land covered by these covenants, and the improvements therein shall be maintained by the owner in good condition. In the event any owner fails to maintain their lot or lots, the association shall have the power to hire cleanup as necessary and to bill the lot owner, and file mechanics liens for said work in the event of non-payment.

**Section 26. Entry Lighting.** Each owner shall provide as a part of the construction of any home

and shall thereafter maintain at least one light fixture at the entrance to the lot. These lights shall be operated by a photo electric cell or other device automatically activated during hours of darkness. The type of light fixture and column that it is to be mounted on shall be specified by the A.C.C. prior to the construction of this improvement.

Section 27. **Resubdivision of Lots.** The resubdivision of any lot within Cottage Meadows is expressly prohibited .

**Article VI.**

**Association as Attorney in Fact**

Section 1. Each owner, by his acceptance of a deed or other conveyance vesting in him an interest in a lot, does irrevocably constitute and appoint association and/or declarant with full power of substitution as the owners name, place and stead to deal with owners interest in order to effectuate the rights reserved by declarant or granted to the association, as applicable, with full power, right and authorization to execute and deliver any instrument effecting the interest of the owner and to take any other action that the association or declarant may consider necessary or advisable to give effect to the provisions of this section and this declaration generally. If requested to do so by the association or declarant, each owner shall execute and deliver a written acknowledged instrument confirming such appointment. No owner shall have any rights against the association or declarant or any of their officers or directors with respect thereto except in the case of fraud or gross negligence.

**Article VII.**

**Maintenance Contract**

Section 1. The association or Board of Directors may employ or contract for the services of an individual or maintenance company to perform certain delegated powers, functions, or duties of the association to maintain those areas that are for the common good of the subdivision such as subdivision entrance signs and landscaping, as well as subdivision entrance lighting and such other areas within the subdivision that may require maintenance. The board shall not be liable for omission or improper exercise by the employed individual or management company of any duty, power, or function so delegated by written instrument executed by or on behalf of the board.

**Article VIII.**

**Insurance**

Section 1. **Authority to Purchase.** All insurance policies relating to the common area shall be purchased by the Board of Directors or it's dually authorized agent. The Board of Directors, and declarant shall not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage per reputable insurance companies, or if such coverage is only available at

demonstrably unreasonable cost.

**Article IX.**

**Liability, Enforcement, Amendments, Elections, and Duties**

The Board of Directors for the Cottage Meadows H.O.A. shall initially consist of the declarant and two people appointed by the declarant. Not later than sixty days after the conveyance of 25% of the lots to non-declarant owners, the declarant shall appoint one non-declarant owner to serve as a director for one term. Not less than sixty days after the conveyance of 50% of the lots, the declarant shall appoint at least 33 1/3% of the Board as non-declarant owners. These appointed members shall serve one 4 year term and their positions shall be filled by election of the non-declarant owners at such time as their terms are complete. Any vacancies prior to that shall be filled by appointment from the declarant. All subsequent terms shall be 2 year terms. Initial elections shall be set in order to elect 50% of the Board each year. If declarant cannot find any willing non-declarant owners to fill any of the required director vacancies, declarant shall appoint whomever declarant deems to be competent and available regardless of ownership status. The Board of Directors will consist of at least three but no more than seven directors. The number of directors will be determined by a majority vote of the sitting board. The directors duties will include but not be limited to the following

- 1) Appointing all committee members
- 2) Contracting for all services that the Board deems necessary for the proper operation of the Association as well as contracting for the maintenance and or construction of existing or future improvements
- 3) Purchasing of insurance for the Association and any other duties that become necessary or are beneficial to the Association and would be considered normal business for an Association.

Directors may not be compensated for the dispensation of their duties. They may however, contract with a management company to represent the Board in the maintenance of the improvements and the contracting of services and construction so long as the Board deems this to be in the best interest of the Association.

**Section 1. No Liability of ACC.** The ACC shall not be liable in damages to any person or association submitting any architectural plans for approval or to any owner for reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such architectural plans. Any owner submitting or causing to be submitted any plans and specifications to the ACC agrees and covenants that he will not bring an action or suit to recover damages against the ACC collectively, it's member individually or it's advisors, employees or agent.

**Section 2. ACC Members.** The initial members of the ACC shall be

1. Ronald A. Abeloe
2. Paul Beigh
3. Stanley Bell

Replacement of the ACC members-The majority of the ACC may designate a representative to act for them. Should a member resign or become unable to act, the other Board Members shall appoint a successor by majority.

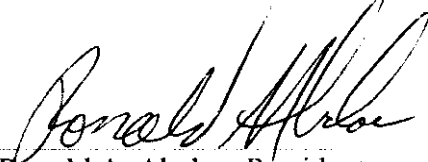
Section 3. **Enforcement.** The ACC, or any owner, shall have the right to enforce by any proceeding of law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this declaration. Failure by the ACC or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The ACC shall not be liable to any owner for failure to enforce any restriction, covenant, or condition contained herein

Section 4. **Amendment.** Any provisions contained in this declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by owners owning at least seventy-five percent (75%) of the total lots and units authorized within Cottage Meadows Filing One. The amendment or repeal shall be effective upon the recordation in the office of the clerk and recorder of Mesa County, Colorado, setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved by the owners.

Section 5. **Severability.** Invalidation of any one of these covenants or restrictions by judgement or a court order shall in no way effect any of the provisions which shall remain in full force and effect.

Declarant

Redland Partners  
By Chaparral West, Inc.  
General Partner

  
Ronald A. Abeloe, President

Date: 9-23-97

**Exhibit "A"**

**The following real property in Mesa county in the state of Colorado, to wit.  
County Of Mesa**

Beginning at a point 1322 feet East and 664.8 feet South  
of the Northwest corner of section 12, Township 1 South,  
Range 1 West of the Ute Meridian,  
thence East parallel with the North line of said Section. 429  
feet,  
thence North 40 degrees 29' East 20 feet,  
thence South 411.4 feet,  
thence South 70 degrees 59' West 467.5 feet,  
thence North 584.5 feet to Point of Beginning,  
Mesa County, Colorado.

Together with any and all water, water rights, ditches  
and ditch rights a way thereunto appertaining and used  
in connection therewith.