

28 PAGE DOCUMENT

**DECLARATION  
OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF  
GREYSTONE ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND EASEMENTS OF GREYSTONE ESTATES (the "Declaration") is made as of Sept 17th, 2008, by GREYSTONE ESTATES, LLC, a Colorado limited liability company (the "Declarant").

**RECITALS**

A. Declarant is owner of that certain real property located entirely within Mesa County, Colorado, more particularly described on the attached Exhibit A (the "Property").

B. Declarant desires, pursuant to and in accordance with the Colorado Common Interest Ownership Act (C.R.S. Section 38-33.3-101, et seq.), to subject the Property to certain covenants, conditions, restrictions and easements.

WHEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to following covenants, restrictions and easements which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties and heirs, successors, and assigns of parties having any right, title, or interest in all or any part of the Property.

**ARTICLE I  
DEFINITIONS**

Section 1.1. Definitions. The following words, when used in this Declaration, unless inconsistent with the context of this Declaration, shall have the following meanings:

A. "Annual Assessments" means the Assessment levied annually and paid on a prorated basis each month or as otherwise determined by the Board.

B. "Articles" mean the Articles of Incorporation for GREYSTONE ESTATES Homeowners Association, Inc., to be filed with the Colorado Secretary of State, and any amendments which may be made to those Articles from time to time.

C. "Assessments" means the Annual, Special, and Default Assessments levied pursuant to Article IX hereof.

D. "Association" means GREYSTONE ESTATES Homeowners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.

E. "Association Documents" means this Declaration, the Articles of Incorporation, and the Bylaws of the Association, and any procedures, rules, regulations, or policies adopted under such documents by the Association.

F. "Association Water" means the fifty-eight (58) shares of Grand Valley Irrigation Company held by Declarant for the irrigation use of the Association, and any other water or water rights, ditch or ditch rights, or easements acquired by the Association together with all facilities, improvements, easements, or other real or personal property related to, associated with, or used in connection with any of them (including, for example, irrigation pumps, valves, filters, siphons and pipeline).

G. "Board" means the governing body of the Association elected to perform the obligations of the Association relative to the operation, maintenance, and management of the Property and all improvements on the Property.

H. "Bylaws" means the Bylaws adopted by the Association, as amended from time to time.

I. "Common Elements" means all the real and personal property, if any, in which the Association owns an interest for the common use and enjoyment of the Owners. Such interest may include, without limitation, estates in fee, for terms of years, or easements.

J. "Common Expenses" means (i) all expenses expressly identified to be common expenses by this Declaration, as it may be amended or supplemented from time to time, or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing, or replacing the Common Elements; (iii) insurance premiums for the insurance carried under Article VII hereof; and (iv) all expenses lawfully determined to be common expenses by the Board of the Association.

K. "Declarant" means GREYSTONE ESTATES, LLC, a Colorado limited liability company, and any Successor Declarant.

L. "Declaration" means and refers to this Declaration of Covenants, Conditions, Restrictions and Easements of GREYSTONE ESTATES.

M. "Default Assessment" means the Assessments levied by the Association pursuant to Article IX, Section 9.7. below.

N. "First Mortgage" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

O. "First Mortgagee" means any person named as a mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

P. "Limited Common Elements" means those Common Elements, if any, designated or reserved herein or on any recorded plat of the Property for the exclusive use by fewer than all of the Owners of Units, and may be designated by abbreviation on the plat as "LCE."

Q. "Lot" means the plots of land subject to this Declaration and designated as a "Lot" on any subdivision plat or drawing of the Property recorded by Declarant in the office of the Clerk and Recorder of

Mesa County, Colorado, together with all appurtenances and improvements now or in the future on the Lot, including a Residence.

R. "Manager" shall mean a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Board of Directors may authorize from time to time.

S. "Member" shall mean every person or entity who holds membership in the Association.

T. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

U. "Mortgagee" means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

V. "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Unit, and also includes the purchaser under a contract for deed covering a Unit, but excludes those having such interest in a Unit merely as security for the performance of an obligation, including a Mortgagee, unless and until such person has acquired fee simple title to the Unit pursuant to foreclosure or other proceedings.

W. "Property" means and refers to that certain real property described on Exhibit A attached to this Declaration. The Property (as that term is defined in C.R.S. 38-33.3-103(30)) is also described on that certain plat recorded in the office of the Clerk and Recorder of Mesa County, Colorado, at Book \_\_\_\_, Page \_\_\_\_\_.

X. "Residence" means the dwelling or dwellings constructed on any Unit.

Y. "Special Assessment" means an assessment levied pursuant to Article IX, Section 9.5 below on an irregular basis.

Z. "Successor Declarant" means any party or entity to whom Declarant assigns any or all of its rights, obligations, or interest as Declarant, as evidenced by an assignment or deed of record in the office of the Clerk and Recorder of Mesa County, Colorado, designating such party as a Successor Declarant. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

AA. "Unit" means a unit as defined in C.R.S. 38-33.3-103(30). The maximum number of Units which the Declarant reserves the right to create is twenty-five (25).

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

Section 2.1. The Association. Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2.2. Transfer of Membership. An Owner shall not transfer, pledge, or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Unit and then only to the purchaser or Mortgagee of his Unit.

Section 2.3. Voting. Except as otherwise provided for in this Declaration, all Owners shall be entitled to vote in Association matters pursuant to this Declaration on the basis of one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised by one person or alternative persons (who may be a tenant of the Owners) appointed by proxy in accordance with the Bylaws. In the absence of a proxy, the vote allocated to the Unit shall be suspended and disregarded in the event more than one person or entity seeks to exercise the right to vote on any one matter. Any Owner of a Unit which is leased may assign his voting right to the tenant, provided that a copy of a proxy appointing the tenant is furnished to the secretary of the Association prior to any meeting in which the tenant exercises the voting right. In no event shall more than one vote be cast with respect to any one Unit. At all elections of directors contemplated herein, each Owner shall be entitled to as many votes as shall equal the number of Units owned by that Owner multiplied by the number of directors to be elected, and the Owner may cast all of the votes for a single director, as the case may be, or may distribute them among any number of those to be voted for.

Section 2.4. Compliance with Association Documents. Each Owner shall abide by and benefit from each provision, covenant, condition, restriction and easement contained in the Association Documents. The obligations, burdens, and benefits of membership in the Association concern the land and shall be covenants running with each Owner's Unit for the benefit of all other Units and for the benefit of Declarant's adjacent properties, if any.

Section 2.5. Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records, and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

Section 2.6. Manager. The Association may employ or contract for the services of a Manager to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except upon prior approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by a Manager of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 2.7. Implied Rights and Obligations. The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, and every other right or privilege reasonably implied from the existence of any right or privilege given to the Association under the Association Documents or reasonably necessary to effect any such right or privilege. The Association shall perform all of the duties and obligations expressly imposed upon it by the Association Documents, and every other duty or obligation implied by the express provisions of the Association Documents or necessary to reasonably satisfy any such duty or obligation.

Section 2.8. Notices to Owners. Each Owner, by acceptance of a deed or other conveyance vesting in him an interest in a Unit, consents to notices from the Association or other Owners regarding matters affecting GREYSTONE ESTATES to be sent by regular mail to the person shown as the Owner of such Unit, at the last address shown for such Owner, on the books and records of the Association.

ARTICLE III  
POWERS OF THE BOARD OF THE ASSOCIATION

The Board shall have power to take the following actions:

A. Adopt and publish rules and regulations governing the use of the Common Elements, including any recreational facilities which may be constructed on such property, and governing the personal conduct of the Members and their guests, and the Association may establish penalties, including, without limitation, the imposition of fines, for the infraction of such rules and regulations;

B. Suspend the voting rights of a Member during any period in which such Member is in default on payment of any Assessment levied by the Association, as provided in Article IX hereof. Such rights may also be suspended after notice and hearing for a period not to exceed ninety (90) days for infraction of published rules and regulations, unless such infraction is ongoing, in which case the rights may be suspended during the period of the infraction and for up to ninety (90) days thereafter; and

C. Exercise for the Association all powers, duties, and authority vested in or delegated to the Board and not reserved to the Members or Declarant by other provisions of this Declaration or the Articles or Bylaws of the Association.

ARTICLE IV  
COMMON ELEMENTS

Section 4.1. Conveyance of Common Elements. From time to time, Declarant may convey to the Association by written instrument recorded with the Clerk and Recorder of Mesa County, Colorado, certain parcels of the Property as Common Elements for use by all of the Owners, subject to any limitations set forth in this Declaration. The Common Elements, and the related obligation of the Association to maintain them, include, but are not limited to, any detention basin or facility, as shown within the Property on the recorded final plat.

Section 4.2. Limited Common Elements. That portion of the Common Elements, if any, designated on the plat as "Limited Common Elements" or "LCE" is hereby set aside and reserved for the exclusive use, occupancy, control, maintenance and repair of and by the Owner or Owners whose Unit or Units is or are designated on such Limited Common Elements on the plat.

Section 4.3. Maintenance. The Association shall maintain and keep the Common Elements in good repair, and the cost of such maintenance shall be funded with assessments as provided in Article IX. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements (including, but not limited to, all Association owned irrigation facilities whether located within or outside of the Property and the entrance features into the Property). In the event the Association does not maintain or repair the Common Elements, Declarant shall have the right, but not the obligation, to do so at the expense of the Association.

ARTICLE V  
PROPERTY RIGHTS OF OWNERS, USE  
RESTRICTIONS AND RESERVATIONS BY DECLARANT

Section 5.1. Owner's Easement of Enjoyment. Every Owner has a right and easement of enjoyment in and to the Common Elements, and access over and across the Common Elements which shall be appurtenant to and shall pass with the title to every Unit subject to the following provisions.

Section 5.2. Recorded Easements. The Property shall be subject to all easements as shown on any recorded plat affecting the Property and to any other easements of record or of use as of the date of recordation of this Declaration.

Section 5.3. Utility, Drainage, and Irrigation Easements. There is hereby created a general easement upon, across, over, in, and under the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including, but not limited to, domestic and irrigation water, sewer, gas, telephone, electrical, and cable communications systems. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such services to install and maintain necessary equipment, wires, circuits, and conduits under and over the Property. No water, sewer, gas, telephone, electrical, or communications lines, systems, or facilities, may be installed or relocated on the surface of the Property unless approved by the Association.

Declarant also reserves for itself and its successors and assigns, and grants to the Association and its agents, employees, successors, and assigns, an easement to enter on any portion of the Property for the purpose of modifying the grade of any drainage channels on the Property to improve the drainage of water. Declarant also reserves the right to use or delegate the use of any irrigation ditches, pipelines and facilities existing on the Property on the date this Declaration is recorded, and Declarant reserves for itself and its successors and assigns (including the Association) the right to construct additional irrigation pipelines and facilities for the maintenance of the Common Elements and for such other purposes as Declarant may from time to time deem appropriate. The Association is hereby granted the right to maintain any such pipelines and facilities within the easements and to enter upon Units as necessary to perform such maintenance. Any Owner of a Unit over which such pipelines and facilities cross shall be prohibited from taking or diverting water from the pipelines and facilities or constructing any improvements within the easements established for such pipelines and facilities without the prior written approval of the entity to which Declarant grants the right to control the pipelines and facilities in question.

Any entity using this general easement shall use its best efforts to install and maintain the utilities, drainage, or irrigation pipelines and facilities provided for without disturbing the uses of the Owners, the Association, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and in the case of utility work, shall restore the surface to its original condition as soon as possible after completion of its work, provided no permanent building, structure or improvement shall be placed thereon by the Owners, the Association, or the Declarant. Should any entity furnishing a service covered by this general easement request a specific easement by separate recordable document, either Declarant or the Association shall have, and are hereby given, the right and authority to grant such easement upon, across, over or under any part or all of the Property without conflicting with the terms of this Declaration. This general easement shall in no way affect, avoid, extinguish, or modify any other recorded easement affecting the Property.

Section 5.4. Declarant's Rights Incident to Construction. Declarant, for itself and its successors, and assigns hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Elements, together with the right to store materials on the Common Elements, to build and maintain temporary walls, and to make such other use of the Common Elements as may be reasonably necessary or incident to the construction of Residences on the Lots or other improvements on the Property or other real property owned by Declarant, or other properties abutting and contiguous to the Property; provided, however, that no such rights shall be exercised by Declarant in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to any Unit.

Section 5.5. Declarant's Right to Add Property. Declarant does not reserve the right to add additional property to this subdivision.

Section 5.6. Reservation of Easements, Exceptions, and Exclusions. Declarant reserves to itself and hereby grants to the Association the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Elements, for purposes including, but not limited to, streets, paths (including, but not limited to, the pedestrian path shown on the plat on Lot 6, Block 3), walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions for the best interest of all, or any part of, the Owners and the Association, in order to serve such Owners.

Section 5.7. Maintenance Easement. An easement is hereby reserved to Declarant, and granted to the Association, and any member of the Board or the Manager, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Association Documents, including the right to enter upon any Unit for purpose of performing maintenance to the landscaping or the exterior of a Residence on such Unit, as required by the Association Documents.

Section 5.8. Encroachment and Wall Easement. If any improvement constructed by Declarant on any Unit or Common Elements encroaches onto any other Unit or Common Elements, then there is hereby granted an easement for said encroachment to the Owner of such encroaching improvement.

Section 5.9. Association as Attorney-in-Fact. Each Owner, by his acceptance of a deed or other conveyance vesting in him an interest in a Unit, does irrevocably constitute and appoint the Association and/or Declarant with full power of substitution as the Owner's name, place and stead to deal with Owner's 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 affecting the interest of the Owner and to take any other action which 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.

Section 5.10. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Elements to the members of his family, his tenants, guests, licensees, and invitees, but only in accordance with and subject to the limitations of the Association Documents.

Section 5.11. General Reservations. Declarant reserves the rights to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance, or regulation of parking and/or recreational facilities, which may or may not be a part of the Property for the benefit of the Owners, and/or the Association.

Section 5.12. Residential Use/Declarant's Use. A Residence may be used for permanent or short-term occupancy by its Owner, its family, servants, agents, guests, invitees, and tenants, and such Owner shall be allowed to rent or arrange for rental of its Residence for any length of time, except that such Residence may not be used as an office or for any other commercial purpose. Notwithstanding the foregoing, Declarant is authorized to maintain a sales office or property management office (which may be a modular home or other structure not otherwise in compliance with the architectural control requirements provided herein) on any Unit or Common Elements, as well as other facilities (including signage and model Residences) which, in the sole opinion of Declarant, may be reasonably necessary, convenient or incidental for constructing sales or property management purposes.

Section 5.13. No Temporary Residences or Manufactured Houses; Engineered Foundations. No tent, garage, trailer house, barn, or other outbuilding or basement shall be used on any Lot at any time as a residence, either temporarily or permanently. No manufactured houses, prefabricated or pre-constructed houses or structures may be placed or stored on any Lot except as, and only to the extent, expressly allowed in this Declaration or by the architectural control committee operating within the sub-association with jurisdiction over the Lot upon which such structure is to be placed or built. All Residences shall have engineered foundations as, and to the extent, required in the recorded final plat.

Section 5.14. No Subdivision. No Unit may be split or subdivided.

Section 5.15. No Dumping. No Unit shall be used or maintained as a dumping ground for rubbish or storage area for junk. Trash, garbage or other waste must be kept in sanitary containers. All equipment for the storage or disposal of refuse shall be kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done or placed on any property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others, or which may constitute a health hazard.

Section 5.16. Signage. With the exception of (a) one (1) standard and customary "For Sale" or "For Rent" sign per Unit being offered for sale or rent, which sign shall not be larger than 18 by 24 inches, (b) such signs as may be used by or on behalf of the Declarant for subdivision advertisement and sales, and (c) signs used by builders to advertise during the building and sale period of a Residence, no signs, advertising devices or billboards shall be displayed within GREYSTONE ESTATES unless written approval thereof is granted by the board of directors or architectural control committee with authority over the property on which the sign is to be placed.

Section 5.17. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes, such as kennels. All pets must be controlled so that they do not become a nuisance to the neighborhood and do not run at large or endanger or harass other animals, including wildlife upon neighboring lands and public domain. All pets shall be contained on Owner's property or on leash.



Section 5.18. Screening. All wood piles or storage areas of any kind shall be kept screened by adequate vegetation to conceal them from view as much as possible.

Section 5.19. Association Water Use. The Association shall contract with Redlands Water and Power Company for the delivery of irrigation water to the Property. The Association will own, operate and maintain the delivery facilities from such point of delivery. The use of the Association Water for irrigation of the Units may be limited by the Board to maximize the efficiency and equitable use of the system.

Section 5.20. Antennas. No tower or radio or television antenna shall be erected within the Property which is higher than three (3) feet above the roof line of the highest structure on the Unit. No satellite reception dishes which are either (a) larger than twenty-four inches (24") in diameter or (b) plainly visible from other Units within the Property shall be allowed.

Section 5.21. Tanks. No tanks of any kind, above or below ground, shall be permitted.

Section 5.22. Lights. All exterior lights and light standards, other than ordinary low intensity lights, shall be of a type allowing for harmonious development and prevention of lighting nuisances.

Section 5.23. Vehicles. No snowmobiles, all terrain vehicles, or off-road vehicles shall be operated in the Property. No vehicles may be stored outdoors.

Section 5.24. Hazardous Activity. No activities shall be conducted within the Property and no improvements constructed within the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged within the Property; and no open fires shall be lighted or permitted within the Property (including burning of trash or rubbish) except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace.

Section 5.25. Utility Lines. All gas lines, electric lines, telephone lines and television cable shall be buried underground from their primary source at the Lot line at the Owner's sole expense.

Section 5.26. Wildlife. No hunting, shooting, trapping or otherwise killing or harming of wildlife shall be permitted on the Property, it being the intent hereof to conserve and protect all wildlife to the fullest extent possible.

Section 5.27. Drainage. Except as in approved grading, drainage and erosion control, no structure shall be placed or located in such manner that will obstruct, divert or otherwise alter the natural water drainage courses and patterns, and no landscaping or changes to the existing terrain shall be made which shall obstruct, divert or otherwise alter such drainage. All landscaping and site plans must be approved in advance by the architectural control committee of the sub-association with jurisdiction over the subject Lot, and shall be completed in accordance with approved plans within one year of the substantial completion of the Residence.

Section 5.28. No Mining. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 5.30. Weed, Infectious Plant Disease and Insects. No Owner shall permit anything or condition to exist upon his Unit which shall induce, breed or harbor infectious plant diseases, weeds or noxious insects.

Section 5.31. Nuisances. No sound shall be emitted from within the Property which is unreasonably loud or annoying, and no odor shall be emitted within the Property which is noxious or offensive to others, and no Unit shall be allowed to produce, under any circumstances, dust or dirt to blow or otherwise be carried onto other property.

Section 5.32. Entry Area. The Association shall maintain or arrange for the maintenance of the entry area landscaping and signage.

Section 5.33. Natural Drainage. No Owner or contractor shall interfere with or re-direct the natural course of drainage and surface runoff, or construct any improvement, place any landscaping or suffer the existence of any condition whatsoever which results in the alteration of the drainage pattern set forth in the Drainage Plan for GREYSTONE ESTATES, a copy of which plan is available upon request from Declarant, without the approval of the Board and any and all governmental authorities with jurisdiction over such drainage.

Section 5.34. Driveways. All driveways to single family Residences within GREYSTONE ESTATES shall extend from the access road to the apron of the garage of the Residence on the Lot, and shall be constructed of road base, asphalt or concrete.

Section 5.35. Construction Period Regulations. In the best interest of all Owners and their contractors, the following regulations shall be enforced during the construction period of Residences within GREYSTONE ESTATES. These regulations shall be a part of the construction contract document specifications for each Residence and all contractors and Owners shall abide by these regulations. The contractor will be required to go to the construction site with a representative of Declarant before work begins. It is also required that the contractor be familiar with and abide by the applicable sections of the all applicable covenants, conditions, restrictions and easements.

A. Construction Limits. The contractor shall provide a detailed plan of construction limits on the site plan prior to construction. The plan shall be implemented with snowfencing, rope, barricades or like material prior to construction. The plan shall include size and location for construction material storage area, limits of excavation, drive areas, parking, chemical toilet location, temporary structures, dumpster, fire extinguisher, utility trenching, and construction sign.

B. Construction Trailers, Sheds or Temporary Structures. Use of construction shelters must be approved in writing by the Board prior to installing them on the site, as well as their size, configuration and location. All temporary structures shall be removed immediately after the occupancy permit issuance.

C. Daily Operation. Daily working operation hours for each construction site shall be between 7:00 A.M. to 7:00 P.M.

D. Excavation. Excess excavation material shall be stored within a snow fenced area, may be stored on site no longer than two (2) weeks before it must be removed from the site. It shall not be placed in common areas, roads or other Units on GREYSTONE ESTATES property. Excavation, except for utility trenching, shall be limited to the Owner's Unit.

E. Debris and Trash Removal. Daily cleanup of the construction site is mandatory. Proper disposal of refuse and storage of material is of prime importance and is the contractor's responsibility. Debris and covered trash containers shall be removed on a weekly basis by being hauled covered or enclosed to a designated Mesa County dump area outside the Property. If the contractor has been requested to remove the construction debris or trash and this is not done, the Association may have it removed and bill the contractor for all costs incurred. Burning of trash or construction debris on site is prohibited.

F. Storage of Construction Material, Trash, and Equipment. Storage areas shall be fenced according to approved "construction limits" areas designated on the approved site plan. The contractor will be responsible for maintaining and storing construction materials, covered trash containers, trash and equipment in these areas.

G. Chemical Toilets. Chemical toilets shall be provided by the contractor and placed in an approved location.

H. Vehicles and Parking. All vehicles will be parked in the designated area shown on the site plan so as not to inhibit traffic or damage surrounding natural landscape. Vehicles shall not be left on the GREYSTONE ESTATES streets overnight. Vehicles shall obey the applicable speed limits at all times.

I. Pets. Contractors, subcontractors and employees are prohibited from bringing dogs and other pets to the construction site.

J. Blasting. Any plans to blast shall be brought to the attention of the Board before commencement and shall be approved by the Board and the Declarant. Compliance with any and all applicable laws and regulations is mandatory. Proper safety and protective actions shall be used.

K. Restoration and Repair. Damage to any property other than the Owner's shall be promptly repaired at the expense of the person or entity causing the damage. Failure by the responsible party to repair such damage will result in the cost of such repair being imposed upon the Owner.

L. Dust, Noise and Odor. Every effort shall be made to control dust, noise and odor emitted from a construction area. Radios, tape players, or other such devices must be played at a low volume. The contractor will be responsible for watering, screening or oiling dust problem areas as well as controlling noise and offensive odors from the site.

M. Signage. Construction signs shall be limited to one sign per site not to exceed six (6) square feet of total surface area. The sign will be free standing. At no time will signs be placed on or nailed to trees.

N. Fire Extinguishers. A minimum of one serviceable 1016 ABC or equivalent rated dry chemical fire extinguisher shall be located on each construction site in a conspicuous location.

O. Construction Access. The only approved construction access during the time a home is being built will be over the approved driveway for the Unit unless the Board and the Owner of the property over which any alternative access is located approves an alternative access point.

P. General. The following items are prohibited within the Property for the purpose of Residence construction:

- (i). Oil changing of vehicles and equipment without proper receptacles and removal procedures;
- (ii). Concrete equipment cleaning or concrete dumping without proper cleanup and restoration;
- (iii). Careless treatment of trees or preservation areas;
- (iv). Removing any rocks, tress, plants, topsoils, etc., from any portion of the Property other than the Owner's property;
- (v). Careless use of cigarettes or flammable items;
- (vi). Firearms; and
- (vii). Use of spring, surface or irrigation water for any purpose.

Q. Work in Rights of Way. Any work conducted in dedicated street rights of way may require Surface Alteration Permits or other permits from the governmental authority with jurisdiction over such street(s). No such work shall be conducted without such proper authorization.

Section 5.36. Stormwater Management and Similar Permits. To the fullest extent allowed by law, the Declarant intends and agrees to assign to the Association, and the Association agrees to assume, all enforcement rights and obligations pursuant to Storm Water Management Permits, Health Department Permits and Regulations, and Building Department Permits and Regulations (collectively, the "Permits and Regulations") relative to the construction of residences on Lots within GREYSTONE ESTATES Subdivision. Any violation of any of the Permits and Regulations may be enforced by or through the Association or its Members, under the same terms and conditions as violations of this Declaration may otherwise be enforced. Any and all costs, charges, penalties and expenses arising out of or resulting from any violations of the Permits or Regulations incurred by, or imposed upon, the Association, shall be the obligation of the Member or Members responsible (whether that responsibility is direct or through their respective contractors or invitees) and may be recovered by the Association through the imposition of Special Assessments or Default Assessments pursuant to Sections 9.5 and 9.7 of the Declaration.

#### ARTICLE VI SPECIAL EASEMENT TO DECLARANT

Section 6.1. Special Easement. Declarant hereby reserves for itself and grants to the Association, the Board of Directors, and their respective agents and representatives, a nonexclusive easement to enter upon and use the Common Elements as may be necessary or appropriate to perform the duties and functions which they may be obligated or permitted to perform pursuant to this Article VI.

Section 6.2. Maintenance Contract. 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 all Common Elements. The employed individual or maintenance company shall have the authority to make expenditures upon prior approval and direction of the Board. The Board shall not be liable for any 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.

Section 6.3. Owner's Failure to Maintain or Repair. In the event that a Unit and the improvements thereupon are not properly maintained and repaired, or in the event that the improvements on the Unit are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently

pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Board, shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article IX of this Declaration.

## ARTICLE VII INSURANCE AND FIDELITY BONDS

Section 7.1. Authority to Purchase. All insurance policies relating to the Common Elements shall be purchased by the Association or its duly authorized agent. Neither the Association, the Board, the Manager, nor the Declarant shall be liable for failure to obtain any coverages required by this Article VII or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are available only at demonstrably unreasonable cost.

Section 7.2. Notice of Owners. The Association shall reasonably promptly furnish to each Owner written notice of the procurement of, subsequent change in, or termination of, adverse changes in, or termination of, insurance coverages obtained by or on behalf of the Association under this Article.

Section 7.3. General Insurance Provisions. All insurance coverages obtained in accordance with this Article VII by the Association shall be governed by the following provisions.

A. As long as Declarant owns any Unit, Declarant shall be protected by all such policies as an Owner. The coverage provided to Declarant under the insurance policies obtained in compliance with this Article VII shall not be deemed to protect or be for the benefit of any general contractor engaged by Declarant, nor shall such coverage be deemed to waive any rights of Declarant for warranty claims.

B. The deductible amount, if any, on any insurance policy purchased by the Board may be treated as a Common Expense payable from Annual Assessments or Special Assessments; or as an item to be paid from working capital reserves established by the Board; or alternatively, the Board may treat the expense as an assessment against an Owner whose reckless or willful act resulted in such damage. The Association may enforce payment of any amount due from an individual Owner toward the deductible in accordance with Article IX hereof.

C. Insurance Premiums. Except as otherwise provided in this Declaration, insurance premiums for the insurance coverage provided by the Board pursuant to this Article VII shall be a Common Expense to be paid by regular Annual Assessments levied by the Association.

Section 7.4. Physical Damage Insurance on Common Elements. The Board shall obtain and maintain in full force and effect broad form property insurance on all insurable improvements within the Common Elements, if any, in an amount equal to full replacement cost (i.e., exclusive of land, foundation, excavation, and other items normally excluded from such coverage, except as otherwise required by Section 7.6 hereof). Such insurance shall afford protection against at least the following:

A. Loss or damage caused by fire and other hazards covered by the standard extended coverage endorsement, and caused by debris removal, demolition, vandalism, malicious mischief, windstorm, and water damage; and

B. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use.

Section 7.5 Commercial General Liability Insurance. The Board shall obtain and maintain in full force and effect commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements (including libel, slander, false arrest and invasion of privacy coverage) and the performance of its other obligations under this Declaration, in an amount to be reviewed and determined by the Board annually, but to be in no circumstances less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. In addition, the Board shall obtain and maintain some reasonable amount of umbrella liability insurance in excess of the primary limit set forth above, which umbrella coverage shall be in an amount not less than Two Million Dollars (\$2,000,000.00). The general liability insurance identified in this Section 7.5 shall insure the Board, the Association, any management agent retained and appointed by the Association and their respective employees and agents. All Owners shall be included as additional insureds under this policy. In addition, this insurance coverage shall cover claims for one or more insured parties against other insured parties. Such comprehensive liability policy shall also cover contractual liability, liability for non-owned and hired automobiles, bailee's liability, garage keeper's liability, host liquor liability, employer's liability insurance, and such other risks as are customarily provided in policies with respect to a residential community such as GREYSTONE ESTATES in construction, location and use.

Section 7.6. Provisions Common to Physical Damage Insurance.

A. In contracting for the policy or policies of insurance obtained pursuant to Section 7.4. hereof, the Board shall secure coverage which provides the following:

(i) The following endorsements (or equivalent): (1) "cost of demolition;" (2) "contingent liability from operation of building laws or codes;" (3) "increased cost of construction"; and (4) "agreed amount" or elimination of co-insurance clause; and

(ii) A provision that no policy may be canceled, invalidated, or suspended on account of the conduct of any Owner (including such Owner's tenants, servants, agents, invitees, and guests), any member of the Board, officer, or employee of the Association or the Manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, the Manager, any Owner, or Mortgagee.

B. Prior to obtaining any policy of physical damage insurance or any renewal thereof, and at such other intervals as the Board may deem advisable, the Board may obtain an appraisal from an insurance company, or such other source as the Board may determine, of the then current replacement cost of the property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) subject to insurance carried by the Association, without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Article VII.

C. A duplicate original or photocopy of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums and any notice issued under Section 7.6.A.(ii) above, shall be delivered by the insurer to any Mortgagee requesting the same.

Section 7.7. Fidelity Insurance. To the extent obtainable at reasonable cost and terms, fidelity bonds may be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees, and employees and on the part of all others who handle or are responsible for handling the funds belonging to or administered by the Association. In addition, if responsibility for handling funds is delegated to a Manager, such bond shall be obtained for the Manager and its officers, employees, and agents, as applicable. Such fidelity coverage, if obtained, shall name the Association as an obligee and shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

Section 7.8. Provisions Common to Physical Damage Insurance, Liability Insurance, and Fidelity Insurance. Any insurance coverage obtained by the Association under the provisions of this Article VII above shall be subject to the following provisions and limitations:

A. The named insured under any such policies shall include Declarant, until all the Units have been conveyed, and the Association, as a trustee for the Owners and their Mortgagees, as their interests may appear, or the authorized representative of the Association (including any trustee with whom the Association may enter into an insurance trust agreement, or any successor trustee, each of which is sometimes referred to in this Declaration as the "Insurance Trustee") who shall have exclusive authority to negotiate losses and receive payments under such policies.

B. In no event shall the insurance coverage obtained and maintained pursuant to this Article VII be brought into contribution with insurance purchased by the Owners or their Mortgagees.

C. The policies shall provide that coverage shall not be prejudiced by (i) any act or neglect of any Owner (including an Owner's tenants, servants, agents, invitees, and guests) or (ii) any act or neglect or failure of the Association to comply with any warranty or condition with regard to any portion of the Property over which the Association has no control.

D. The policies shall contain the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Property is located, and provide that coverage may not be canceled or substantially modified or reduced (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any Mortgagee who is the beneficiary of a First Mortgage of record against any Unit, and all insureds named in the policies;

E. The Association and each Owner hereby waive any and all rights of recovery against the other, their officers, members, agents and employees, occurring on or arising out of the use and occupation of the Common Elements, Residences, or other insured property to the extent such loss or damage is covered or indemnified by proceeds received from insurance, or for which such party is otherwise reimbursed. Each of the parties shall, upon obtaining the insurance required under this Article VII, notify the insurance carrier that the foregoing waiver of subrogation is contained in this covenant, and, to the extent available, shall require the insurance carrier to include an appropriate waiver of subrogation provision in the policies.

F. All policies shall be written with a company licensed to do business in Colorado and holding a rating of "A" or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not reasonably available, the most nearly equivalent rating.

Section 7.9. Personal Liability Insurance of Officers and Directors. To the extent obtainable at reasonable cost, appropriate personal liability insurance may be maintained by the Association to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as such officers and directors on behalf of the Association.

Section 7.10. Worker's Compensation Insurance. The Board shall obtain worker's compensation or similar insurance with respect to Association employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 7.11. Other Insurance. The Board may obtain insurance against such other risks as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 7.12. Insurance Obtained by Owners. An Owner may obtain such other and additional insurance coverage on such Owner's Unit and Residence as such Owner in the Owner's sole discretion shall conclude to be desirable. However, no such insurance coverage obtained by the Owner shall operate to decrease the amount which the Board, on behalf of the Association and all Owners, may realize under any policy maintained by the Board or otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners, including Declarant, should Declarant be the Owner of any Unit. No Owner shall obtain separate insurance policies on the Common Elements.

#### ARTICLE VIII INCIDENTS OF OWNERSHIP

Section 8.1. Inseparability. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Unit and the Residence and other improvements thereon shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance respectively of the entire Unit, including each easement, license, and all other appurtenant rights created by law or by this Declaration.

Section 8.2. No Partition. The Common Elements shall be owned by the Association, and no Owner, group of Owners, or the Association shall bring any action for partition or division of the Common Elements.

#### ARTICLE IX ASSESSMENTS

Section 9.1. Obligation/Payment Through Sub-association. Declarant, for each Unit owned by Declarant, hereby covenants, and each Owner, by accepting a deed for a Unit, is deemed to covenant, to pay to the Association (A) the Annual Assessments imposed by the Board as necessary to meet the Common Expenses of maintenance, operation, and management of the Common Elements, and to perform the functions of the Association; (B) Special Assessments for capital improvements and other purposes as stated in this Declaration; and (C) Default Assessments which may be assessed against a Unit for the Owner's failure to perform an



obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents. Any sub-association hereunder may, with the prior written consent of the Association, collect Assessments from its members and pay Assessments due hereunder, in the aggregate, to the Association on behalf of its members. In the event a sub-association so collects and remits the Assessments to the Association on behalf of its members, timely payment of such Assessments to the sub-association shall be deemed for all purposes hereunder to constitute payment to the Association hereunder.

Section 9.2. Purpose of Assessments. The Assessments shall be used exclusively to promote the health, safety and welfare of the Owners and occupants of GREYSTONE ESTATES and for the improvement and maintenance of the Common Elements, as more fully set forth in this Article IX.

Section 9.3. Annual Assessments. The Board may establish any reasonable system for collection periodically of Annual Assessments for Common Expenses, in advance or arrears, as deemed desirable and consistent with the Articles and Bylaws of the Association. Annual Assessments for Common Expenses made shall be based upon the budgeted cash requirements as the Board shall from time to time determine to be paid by all of the Owners. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Elements, including the Association-owned irrigation system and facilities; expenses of management; taxes and special governmental assessments pertaining to the Common Elements and insurance premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping, care of grounds, common lighting within the Common Elements; routine repairs and renovations within the Common Elements; wages; common water and utility charges for the Common Elements; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any default remaining from a previous assessment period; and the creation of a reasonable contingency or other reserve or surplus fund for the general, routine maintenance, repairs, and replacement of improvements within the Common Elements on a periodic basis, as needed.

The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make pro rata refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year.

Section 9.4. Apportionment of Annual Assessments. Each Owner shall be responsible for that Owner's share of the Common Expenses, which shall be divided equally among the Units, except, however, that all Common Expenses (including, but not limited to, costs of maintenance, repair and replacement) or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Units benefited in accordance with uniformly applied policies adopted by the Association.

Section 9.5. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements, or for any other expense incurred or to be incurred as provided in this Declaration. This Section 9.5 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration, and in acting under this Section, the Association shall make specific references to this Section. Any amounts assessed pursuant to this Section 9.5 shall be assessed to Owners in the same proportion as provided for Annual Assessments in Section 9.4 hereof; provided, however, that any costs incurred by the Association with regard to Limited Common

Elements or as a result of negligent, reckless or willful actions of a particular Owner (or his agents, servants, guests, tenants, or invitees) shall be borne by the Owner of the affected Units. Notice in writing in the amount of such budgeted Special Assessments and the time for payment of the Special Assessments shall be in accordance with Section 9.6 hereof.

Section 9.6 Annual Budget. No less frequently than each year, the Board shall adopt a proposed budget for the Association. Within thirty (30) days after adoption of any proposed budget by the Board, it shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at a meeting, more than 80% of the votes possible to be cast under this Declaration reject the budget, the budget shall be deemed for all purposes to be ratified, whether or not a quorum is present at that meeting. In the event the proposed budget is rejected, the budget most recently ratified by the Owners shall be continued until such time as the Owners have ratified a subsequent budget proposed by the Board in accordance with this Section 9.6.

Section 9.7. Default Assessments. All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least 30 days prior to the due date.

Section 9.8. Effect of Nonpayment; Assessment Lien. Any Assessment installment, whether pertaining to any Annual, Special, or Default Assessment, which is not paid within 30 days after its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- A. Assess a late charge for each delinquency in such amount as the Association deems appropriate;
- B. Assess an interest charge from the date of delinquency at the yearly rate of one and one-half percent (1-1/2%) per month, or such other rate as the Board may establish;
- C. Suspend the voting rights of the Owner during any period of delinquency;
- D. Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- E. Bring an action at law against any Owner personally obligated to pay the delinquent Assessments;  
and
- F. Enforce its statutory lien rights with respect to the Unit and proceed with foreclosure as set forth in more detail below.

Assessments chargeable to any Unit shall constitute a lien on such Unit, including the Residence and any other improvements on the Unit. Recording of this Declaration constitutes record notice and perfection of such lien. No further recordation of any claim of lien for assessment shall be required.

Section 9.9. Personal Obligation. The amount of any Assessment chargeable against any Unit shall be a personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for the Assessment by abandonment of his Unit or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 9.10. Successor's Liability for Assessment. In addition to the personal obligation of each Owner to pay all Assessments and the Association's perpetual lien for such Assessments, all successors to the fee simple title of a Unit, except as provided in Article IX, Section 9.11. below, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorney's fees payable relative to such Unit without prejudice to any such successor's right to recover from any prior Owner any amounts paid by such successor. This liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Unit. In addition, such successor shall be entitled to rely on the statement of status of Assessments by or on behalf of the Association under Article IX, Section 9.12. below.

Section 9.11. Subordination of Lien. The lien of the Assessments provided for in this Declaration shall have for all purposes the priority set forth in C.R.S. Section 38-33.3-316. The lien of the Assessments shall be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Colorado. No sale or transfer shall release a Unit from the lien of Assessments, except as required by applicable law. The amount of such extinguished lien may be reallocated and assessed to all Units as a Common Expense at the direction of the Board. No sale or transfer shall relieve the purchaser or transferee of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

Section 9.12. Assessment Status Statement. The Association shall furnish to an Owner or such Owner's designee, or to a holder of a security interest or its designee, upon written request, delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent, a statement setting forth the amount of unpaid assessments currently levied against that Owner's Unit and Residence. The statement shall be furnished within fourteen (14) business days after receipt of the request and is binding on the Association, the Board, and each Owner.

#### ARTICLE X ASSOCIATION AS ATTORNEY-IN-FACT

Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any improvements covered by insurance written in the name of the Association pursuant to Article VII upon their damage or destruction as provided in Article XI, or a complete or partial taking as provided in Article XII below. Acceptance by a grantee of a deed or other instrument of conveyance from Declarant or any other Owner conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE XI  
DAMAGE OR DESTRUCTION

Section 11.1. The Role of the Board. In the event of damage to or destruction of all or part of any Common Elements improvement, or other property covered by insurance written in the name of the Association under Article VII, the Board shall arrange for and supervise the prompt repair and restoration of the damaged property, (the property insured by the Association pursuant to Article VII is sometimes referred to as the "Association-Insured Property").

Section 11.2. Estimate of Damages or Destruction. As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Board shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used in this Article XI shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Board or the Insurance Trustee, if any, determines to be necessary.

Section 11.3. Repair and Reconstruction. As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 11.4. Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement, and reconstruction of the Association-Insured Property.

If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement, or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Article IX, Section 9.5., levy, assess, and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. However, if the aggregate of any Special Assessment for expenses relating to the Common Elements exceeds the greater of (i) 10% of the gross annual budget for the Association for that year or (ii) \$10,000.00, then the Special Assessment shall be subject to the approval of 80% of the Member(s) who are subject to the Special Assessment and who attend a meeting for the purpose of approval of such Special Assessment. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement, or reconstruction.

Section 11.5. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each

Owner made as Special Assessments, then in equal shares per Unit first to the Mortgagees and then to the Owners, as their interests appear.

## ARTICLE XII CONDEMNATION

Section 12.1. Rights of Owners. Whenever all or any part of the Common Elements shall be taken by any authority having power of condemnation or eminent domain or whenever all or any part of the Common Elements is conveyed in lieu of a taking under threat of condemnation by the Board acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking or conveying. The Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 12.2. Partial Condemnation; Distribution of Award; Reconstruction. The award made for such taking shall be payable to the Association as trustee for those Owners for whom use of the Common Elements was conveyed, and the award shall be disbursed as follows:

If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty days after such taking Declarant and 80% of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available for such restoration or replacement in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the provisions in Article XI above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Unit among the Owners, first to the Mortgagees and then to the Owners, as their interests appear.

Section 12.3. Complete Condemnation. If all of the Property is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, and the portion of the condemnation award attributable to the Common Elements shall be distributed as provided in the last sentence of Article XI, Section 11.5 hereof.

## ARTICLE XIII MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Units. To the extent applicable, necessary, or proper, the provisions of this Article XIII apply to this Declaration and also to the Articles and Bylaws of the Association.

Section 13.1. Approval Requirements. Unless at least 80% of the Mortgagees holding First Mortgages against any portion of the Property (based on one vote for each Mortgage owned), and at least 80% of the Owners (other than Declarant) have given their prior written approval, the Association shall not be entitled to:

A. Change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner; and

B. By act or omission change, waive, or abandon any scheme of regulations or their enforcement pertaining to the architectural design, appearance or maintenance of the Common Elements.

ARTICLE XIV  
ARCHITECTURAL CONTROL COMMITTEE

Section 14.1. Approval of Improvements Required. The approval of the GREYSTONE ESTATES Architectural Control Committee (the "ACC") shall be required for any Improvement to Property on any Unit except for any Improvement to Property made by Declarant and except as prior approval may be waived or certain Improvements to Property may be exempted in writing or under written guidelines or rules promulgated by the ACC because approval in such case or cases is not reasonably required to carry out the purposes of this Declaration.

Section 14.2. Improvement to Property Defined. "Improvement(s) to Property," requiring approval of the ACC, shall mean and include, without limitation: (a) the construction, installation, erection or expansion of any building, fence, structure or other Improvements, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure or other Improvements; (c) the grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed; (d) landscaping, planting, clearing or removing of trees, shrubs, grass or plants; (e) any change or alteration of any previously approved Improvement to Property including any change of exterior appearance, color or texture.

Section 14.3. Membership of Committee. The ACC shall consist of at least three (3) and not more than five (5) members, all of whom shall be appointed by the Board. The Association may at any time, and from time to time, change the authorized number of members of the ACC, but the number of members shall always be an odd number and shall not be less than three (3). Members of the ACC may, but shall not necessarily, be Members of the Association. Members of the ACC may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board.

Section 14.4. Committee Guidelines or Rules. The ACC may issue guidelines or rules relating to the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Property. Such guidelines or rules may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part because strict application of such limitations or restrictions would be unreasonable or unduly harsh under the circumstances. Such guidelines or rules may waive the requirement for approval of certain Improvements to Property or exempt certain Improvements to Property from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration. Such guidelines or rules may elaborate or expand upon the provisions herein relating to procedures and criteria for approval.

Section 14.5. Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement to Property, the person proposing to make such Improvement to Property (the "Applicant") shall submit to the ACC at its offices such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the ACC shall reasonably request showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to

Property. Until receipt by the ACC of all required materials in connection with the proposed Improvement to Property, the ACC may postpone review of any materials submitted for approval.

Section 14.6. Criteria for Approval. The ACC shall approve any proposed Improvement to Property unless it finds in its reasonable discretion that the Improvement to Property in the location indicated violates any provision of this Declaration or that it will be materially detrimental to the appearance of the subdivision; that the appearance of the proposed Improvement to Property will not be in harmony with the surrounding areas of the Project Area; or that the Improvement to Property will materially detract from the beauty, wholesomeness and attractiveness of the GREYSTONE ESTATES or the enjoyment thereof by Owners. All Residences shall contain no less than two thousand two hundred (2,200) square feet of living space on the main residence level. Exteriors of Residences and other approved structures shall consist primarily of stucco and/or stone of natural or subtle color tones. No dramatically bright colors, as determined in the reasonable and consistently applied discretion of the ACC, shall be allowed. All roofs on structures shall be between 3/12 to 8/12 in pitch, and roofs shall use hip roof design and structure on the sides to the extent practicable to minimize adverse impacts on views from other Lots. All fences shall be constructed of wood poles and framing, or such other materials approved by the ACC. Any fences which cross utility or irrigation easements shall be constructed with removable panels or gates to allow access for maintenance of the utilities which run in the easement. The ACC may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the ACC may deem appropriate. Landscaping plans should emphasize the use of low growing trees, to further minimize adverse impacts on views from other Lots.

Section 14.7. Decision of Committee. The decision of the ACC shall be made within thirty (30) days after receipt by the ACC of all materials required by the ACC unless such time period is extended by mutual agreement. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Property, the reasons therefor shall be stated. The decision of the ACC shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the ACC.

Section 14.8. Appeal to Board. If the ACC denies, imposes conditions on, or refuses approval of a proposed Improvement to Property, the Applicant may appeal to the Board by giving written notice of such appeal to the Association and the ACC within twenty (20) days after such denial or refusal. The Board shall review the subject ACC file and decide whether or not the proposed Improvement to Property or the conditions imposed by the ACC shall be approved, disapproved or modified. Such decision of the Board shall be final.

Section 14.9. Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed approved, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the ACC within thirty (30) days after the date of receipt by the ACC of all required materials.

Section 14.10. Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible subject to delays caused by adverse weather conditions and in complete conformity with the description of the proposed Improvement to Property, any materials submitted to the ACC in connection with the proposed Improvement to Property and any conditions imposed by the ACC.

Section 14.11. Notice of Completion. Upon completion of the Improvement to Property, the Applicant may give written Notice of Completion to the ACC. Until the date of receipt of such a Notice of Completion, the ACC shall not, for any purpose, be deemed to have notice of completion of such Improvement to Property.

Section 14.12. Inspection of Work. The ACC or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion, provided that the right of inspection shall terminate thirty (30) days after the ACC shall have received a Notice of Completion from the Applicant.

Section 14.13. Notice of Noncompliance. If, as a result of inspections or otherwise, the ACC finds that any Improvement to Property has been done without obtaining the approval of the ACC, or was not done in substantial compliance with the description and materials furnished to, and any conditions imposed by, the ACC, or has not been accomplished as promptly and diligently as reasonably possible, then the ACC shall notify the Applicant in writing of the noncompliance; which notice shall be given, in any event, within thirty (30) days after the ACC receives a Notice of Completion from the Applicant. The notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

Section 14.14. Failure of Committee to Act After Completion. If, for any reason other than the Applicant's act or neglect, the ACC fails to notify the Applicant of any noncompliance within thirty (30) days after receipt by the ACC of written Notice of Completion from the Applicant, the Improvement to Property shall be deemed in compliance if the Improvement to Property was, in fact, completed as of the date of Notice of Completion.

Section 14.15. Appeal to Board of Finding of Noncompliance. If the ACC gives any notice of noncompliance, the Applicant may appeal to the Board by giving written notice of such appeal to the Board and the ACC within thirty (30) days after receipt of the notice of noncompliance by the Applicant. If, after a notice of noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the ACC shall request a finding of noncompliance by the Board by giving written notice of such request to the Association and the Applicant within thirty (30) days after delivery to the Applicant of a notice of noncompliance from the ACC. In either event, the Board shall hear the matter at its next scheduled meeting, and the Board shall decide whether or not there has been such noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

Section 14.16. Correction of Noncompliance. If, as provided above, the Board determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the Applicant of the ruling of the Board. If the Applicant does not comply with the ruling of the Board within such period, the Board may, at its option, record a notice of noncompliance against the real property on which the noncompliance exists, may remove the non-complying Improvement to Property or may otherwise remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Board may levy a Default Assessment against the Owner of the Unit for such costs and expenses. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity, or under this Declaration.

Section 14.17. No Implied Waiver or Estoppel. No action or failure to act by the ACC or the Association shall constitute a waiver or estoppel with respect to future action by the ACC or the Association with respect to any Improvement to Property. Specifically, the approval by the ACC or the Association of any Improvement to Property shall not be deemed a waiver of any right or an estoppel to withhold approval or



consent for any similar Improvement to Property or any similar proposals, plans, specifications or other materials submitted with respect to any other Improvement to Property.

Section 14.18. Committee Power to Grant Variances. The ACC, may authorize variances from compliance with any of the provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations so require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the ACC. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, development guides, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

Section 14.19. Meetings of Committee. The ACC shall meet from time to time as necessary to perform its duties hereunder. The ACC may, from time to time, by resolution in writing adopted by a majority of the members, designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for or on behalf of the ACC, except the granting of approval to any Improvement to Property and granting of variances. The action of such Committee Representative within the authority of such Committee Representative or the written consent or the vote of a majority of the members of the ACC shall constitute action of the ACC.

Section 14.20. Records of Actions. The ACC shall report in writing to the Board all final action of the ACC and the Board shall keep a permanent record of such reported action.

Section 14.21. Estoppel Certificates. The Association shall, upon the reasonable request of any interested party and after confirming any necessary facts with the ACC, furnish a certificate with respect to the approval or disapproval of any Improvement to Property by the ACC or with respect to whether any Improvement to Property was made in compliance herewith. Any person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

Section 14.22. Nonliability for Committee Action. There shall be no liability imposed on the ACC, any member of the Committee, any Committee Representative, the Association, the Board, or Declarant for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the ACC unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the ACC shall not be responsible for reviewing, nor shall its approval of any Improvement to Property be deemed approval of the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

Section 14.23. Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the ACC shall temporarily suspend the provisions contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided that, during the course of any such construction, nothing is done that will result in a violation of any of the provisions of this Declaration upon completion of construction and nothing is done that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property.

ARTICLE XV  
DURATION OF COVENANTS AND AMENDMENT

Section 15.1. Term. The covenants and restrictions of this Declaration shall run with and bind the land until January 1, 2026, after which time they shall be automatically extended for successive periods of time of 20 years each, subject to the following provisions.

Section 15.2. Amendment. This Declaration, or any provision of it, may be amended at any time by the affirmative vote of Owners holding not less than 80% of the votes possible to be cast under this Declaration. Any amendment must be recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the affirmative vote, at a meeting duly noticed and held, of a sufficient number of Owners approving the amendment.

Section 15.3. Revocation. This Declaration shall not be revoked in their entirety, except as provided in Article XII regarding total condemnation, without the consent of all of the Owners evidenced by a written instrument duly recorded.

ARTICLE XVI  
GENERAL PROVISIONS

Section 16.1. Enforcement. Except as otherwise provided in this Declaration, the Board, Declarant, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board of the Association, Declarant, or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 16.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 16.3. Conflicts Between Documents. In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control. In the case of conflict between this Declaration and the declaration of covenants, conditions and restrictions of any sub-association hereunder, this Declaration shall control.

GREYSTONE ESTATES, LLC

a Colorado limited liability company

By: *Ray Rich*  
Its: MANAGING MEMBER

STATE OF COLORADO     )  
  ss.  
COUNTY OF MESA        )

The foregoing instrument was acknowledged before me this 17 day of Sept, 2008, by Ray Rickard as MANAGING MEMBER of GREYSTONE ESTATES, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission expires: 11/20/2010



Louise Thornburg  
Notary Public

My Commission Expires 11/20/2010

EXHIBIT "A"

The legal description of the Property is the following:

TRACT I:

Parcel 1 of PEACH SIMPLE LAND DIVISION, Mesa County, Colorado.

TRACT II:

That part of the NE1/4 NW1/4 and the S1/2 NW1/4 NW1/4 of Section 34, Township 1 North, Range 1 West of the Ute Meridian (also known as Lots 13 and 14 of McGee Subdivision) described by the following perimeter: Commencing at a B.L.M. alloy cap for the NW Corner of the NE1/4 NW1/4 of said Section 34 from whence a Mesa County Survey Marker for the NW Corner of said Section 34 bears N89 degrees 59'30"W a distance of 1325.21 feet; thence S00 degrees 07'21"E, on the westerly line of the NE1/4 NW1/4 of said Section 34, for a distance of 658.58 feet to the NE Corner of the the S1/2 NW1/4 NW1/4 of said Section 34 and the Point of Beginning; thence N67 degrees 12'37"E for a distance of 908.39 feet to the centerline of the Grand Valley Canal; thence, continuing on said centerline, S22 degrees 47'23"E for a distance of 101.87 feet; thence S21 degrees 30'22"E for a distance of 342.81 feet; thence S21 degrees 36'17"E for a distance of 270.42 feet; thence S25 degrees 03'36"E for a distance of 131.98 feet; thence S26 degrees 09'04"E for a distance of 249.44 feet to the southerly line of the NE1/4 NW1/4 of said Section 34; thence, leaving said centerline, S89 degrees 52'41"W, on the southerly line of the NE1/4 NW1/4 of said Section 34, for a distance of 1266.61 feet to a B.L.M. alloy cap for the NW1/16 Corner of said Section 34; thence S89 degrees 59'33"W for a distance of 1308.50 feet to the SW Corner of said Lot 13, McGee Subdivision; thence N00 degrees 11'48"W for a distance of 658.75 feet to the NW Corner of said Lot 13; thence N90 degrees 00'00"E for a distance of 1309.35 feet to the Point of Beginning, Mesa County, Colorado.

3 PAGE DOCUMENT

**FIRST AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF  
GREYSTONE ESTATES**

This FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF GREYSTONE ESTATES (the "Amendment") is made as of Sept., 4<sup>th</sup>, 2014, by the undersigned as the Successor Declarant of Greystone Estates.

The Declaration of Covenants, Conditions, Restrictions and Easements has heretofore been recorded in Book 4727 at Page 867, Mesa County, Colorado records (the "Declaration").

The Declaration is hereby amended as follows:

1. Article V, Section 5.14 is hereby deleted.
2. Article V, Section 5.17, "Animals" is amended to read:

" 5.17 Livestock and Pets. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes, such as kennels. All pets must be controlled and contained so that they do not become a nuisance to the neighborhood and do not run at large or endanger or harass other animals or wildlife. Any uncontained pet must be on a leash under the control of a responsible individual. Large animals may be kept on Lots and shall not exceed the large animal per acre restriction as set by Mesa County regulations. The location and plans for any barns or corrals must be approved by the ACCO. No commercial poultry, pig or feed lot operation shall be allowed.

3. Article V, Section 5.19, "Association Water Use" is amended to read: The Association shall receive its irrigation water from Grand Valley Irrigation Company. The Association will own, operate and maintain the delivery facilities and shall promulgate rules and regulations as needed to maximize the efficient and equitable use of irrigation water.

4. Article V, Section 5.23, "Vehicles" is amended to read: No snowmobiles, all-terrain vehicles or off-road vehicles shall be operated on the Property. No vehicles may be stored outdoors unless they are behind fencing approved for the Lot. RV's should be stored inside or behind fences only. Vehicles shall be considered stored if they are inoperable and/or remain parked on the Lot for more than thirty (30) days.

5. Article, Section 5.3, "Utility, Drainage, and Irrigation Easements" is amended to add: The Association shall review all requests under this Article within 30 days of receipt and such requests shall be deemed approved if not rejected in writing within such 30-day period. The Association shall limit its review and approval or disapproval of each request to the impact upon the aesthetic integrity of the Property.

6. Article V, Section 5.35, is hereby deleted.

7. Article V, Section 5.37, is hereby added to read as follows:

" 5.37 Fencing. Perimeter fencing shall be installed within one (1) year of lot purchase by the homeowner pursuant to the following schedule:

(a) Lots 31 and 32: Split rail with box wire.

(b) Lots 33, 34, 35 and 36: Six foot (6') cedar privacy fencing with medium tone stain as approved by the ACCO. \*

(c) No fencing is required along the east side of the Subdivision along the Canal (Lots 17-26) or along the southern property line (Lots 34-39).

(d) Fencing on the perimeter of all other lots is optional.

Non-perimeter fencing may be cedar privacy, wrought iron or split rail with or without box wire. No chain link or vinyl fencing shall be allowed. No wall, fence or hedge shall be erected within a Lot unless and until the height, type, location, and surrounding landscaping have been approved by the ACC in accordance herewith. All fencing installed by the Declarant, if any, within a Common Element must be maintained by the adjacent Lot Owner."

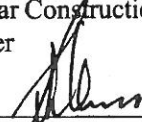
8. Article V, Section 5.38 is hereby added to read as follows:

" 5.38 Yards. No rubbish, debris or other accumulations of any kind shall be placed or permitted to accumulate or remain on a lot. All ornamentation in yards, such as, by way of example but not limitation, figurines, plastic flowers, colored lights, windmills, or bird baths or feeders, shall either be screened from public view or approved by ACC. No clotheslines, dog runs or drying yards shall be located on any Lot so they are visible from a street. This section shall not apply to seasonal Holiday decorations that are promptly removed after the Holiday or to the display of the Flag of the United States of America."

Dated as of the date and year first above written.

SONSHINE IV CONSTRUCTION & DEVELOPMENT,  
 LLC, a Colorado limited liability company

By: Blue Star Construction, Inc., a Colorado corporation,  
 Manager

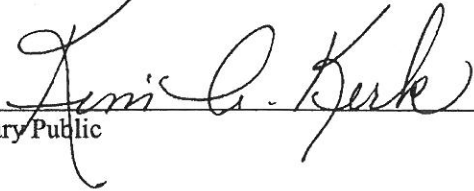
By:   
 John Davis, President

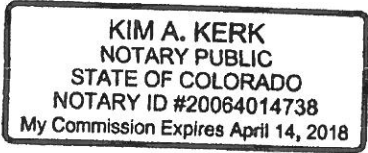
STATE OF COLORADO )  
 ) ss.  
 COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 4th day of September, 2014, by Sonshine IV Construction & Development, LLC, by Blue Star Construction, Inc., a Colorado corporation, Manager, by John Davis, President.

Witness my hand and official seal.  
 My commission expires:

04/14/2014

  
 Notary Public



2 PAGE DOCUMENT

**SECOND AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF  
GREYSTONE ESTATES**

This SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF GREYSTONE ESTATES (the "Amendment") is made as of September 18, 2014, by the undersigned as the Successor Declarant of Greystone Estates.

The Declaration of Covenants, Conditions, Restrictions and Easements has heretofore been recorded in Book 4727 at Page 867, and amended at Book 5639, Page 87, Mesa County, Colorado records (the "Declaration").

The Declaration is hereby amended as follows:

Article V, Section 5.37, is hereby amended to read as follows:

" 5.37 Fencing. Perimeter fencing shall be installed within one (1) year of lot purchase by the homeowner pursuant to the following:

- (a) Lots 1, 2, 3 and 4, Filing II: Split rail with box wire.
- (b) Lot 5, Filing II: Solid six foot (6') cedar.
- (c) Lots 6, 7 and 8, Filing II: Six foot (6') cedar privacy fencing with medium tone stain as approved by the ACCO.
- (d) Lots 9, 10, 11, 12, 13 and 14, Filing III: Six foot (6') cedar privacy fencing with medium tone stain as approved by the ACCO.
- (e) No fencing is required along the east side of the Subdivision along the Canal (Lots 17-26) or along the southern property line (Lots 34-39).
- (f) Fencing on the perimeter of all other lots is optional, with any fencing to be split rail with box wire or solid six foot (6') cedar privacy fencing with medium tone stain as approved by the ACCO.

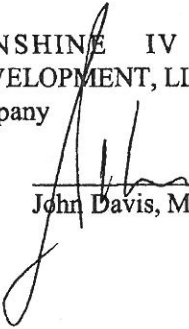
Non-perimeter fencing may be cedar privacy, wrought iron or split rail with or without box wire. No chain link or vinyl fencing shall be allowed. No wall, fence



or hedge shall be erected within a Lot unless and until the height, type, location, and surrounding landscaping have been approved by the ACC in accordance herewith. All fencing installed by the Declarant, if any, within a Common Element must be maintained by the adjacent Lot Owner."

Dated as of the date and year first above written.

SONSHINE IV CONSTRUCTION &  
DEVELOPMENT, LLC, a Colorado limited liability  
company

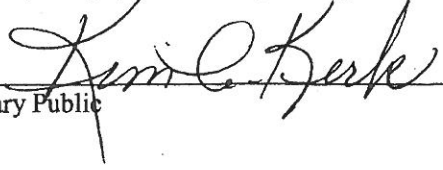
By:   
John Davis, Manager

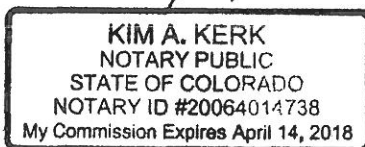
STATE OF COLORADO    )  
                             ) ss.  
COUNTY OF MESA        )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2014, by Sonshine IV Construction & Development, LLC, by John Davis, Manager.

Witness my hand and official seal.

04/14/2018

  
Notary Public



2 PAGE DOCUMENT

**THIRD AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF  
GREYSTONE ESTATES**

This THIRD AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF GREYSTONE ESTATES (the "Amendment") is made as of September, 23<sup>rd</sup>, 2014, by the undersigned as the Successor Declarant of Greystone Estates.

The Declaration of Covenants, Conditions, Restrictions and Easements has heretofore been recorded in Book 4727 at Page 867, and amended at Book 5639, Page 87, Mesa County, Colorado records (the "Declaration").

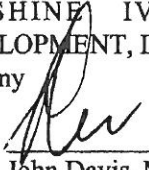
The Declaration is hereby amended as follows:

Article XIV, Section 14.6, is hereby amended to read as follows:

" Section 14.6 Criteria for Approval. The ACC shall approve any proposed Improvement to Property unless it finds in its reasonable discretion that the Improvement to Property in the location indicated violates any provision of this Declaration or that it will be materially detrimental to the appearance of the subdivision; that the appearance of the proposed Improvement to Property will not be in harmony with the surrounding areas of the Project Area; or that the Improvement to Property will materially detract from the beauty, wholesomeness and attractiveness of the GREYSTONE ESTATES or the enjoyment thereof by Owners. All Residences shall contain no less than two thousand two hundred (2,200) square feet. Exteriors of Residences and other approved structures shall consist primarily of stucco and/or stone of natural or subtle color tones. No dramatically bright colors, as determined in the reasonable and consistently applied discretion of the ACC, shall be allowed. All roofs on structures shall be between 3/12 to 8/12 in pitch, and roofs shall use hip roof design and structure on the sides to the extent practicable to minimize adverse impacts on views from other Lots. All fences shall be constructed of wood poles and framing, or such other materials approved by the ACC. Any fences which cross utility or irrigation easements shall be constructed with removable panels or gates to allow access for maintenance of the utilities which run in the easement. The ACC may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the ACC may deem appropriate. Landscaping plans should emphasize the use of low growing trees, to further minimize adverse impacts on views from other Lots."

Dated as of the date and year first above written.

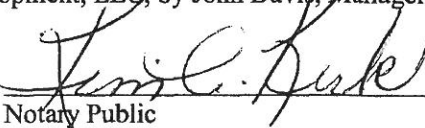
SONSHINE IV CONSTRUCTION &  
DEVELOPMENT, LLC, a Colorado limited liability  
company

By:   
John Davis, Manager

STATE OF COLORADO )  
   ) ss.  
COUNTY OF MESA       )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2014, by Sonshine IV Construction & Development, LLC; by John Davis, Manager.

Witness my hand and official seal.

  
Notary Public

KIM A. KERK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20064014738  
My Commission Expires April 14, 2018

2 PAGE DOCUMENT

**FOURTH AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF  
GREYSTONE ESTATES**

This FOURTH AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF GREYSTONE ESTATES (the "Amendment") is made as of January 13, 2015, by the undersigned as the Successor Declarant of Greystone Estates.

The Declaration of Covenants, Conditions, Restrictions and Easements has heretofore been recorded in Book 4727, Page 867, and amended at Book 5639, Page 87, at Book 5642, Page 9267; and at Book 5644, Page 707, Mesa County, Colorado records (the "Declaration").

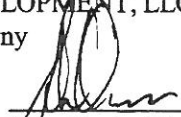
The Declaration is hereby amended as follows:

Article XIV, Section 14.6, is hereby amended to read as follows:

" Section 14.6 Criteria for Approval. The ACC shall approve any proposed Improvement to Property unless it finds in its reasonable discretion that the Improvement to Property in the location indicated violates any provision of this Declaration or that it will be materially detrimental to the appearance of the subdivision; that the appearance of the proposed Improvement to Property will not be in harmony with the surrounding areas of the Project Area; or that the Improvement to Property will materially detract from the beauty, wholesomeness and attractiveness of the GREYSTONE ESTATES or the enjoyment thereof by Owners. All Residences shall contain no less than two thousand two hundred (2,200) square feet. Exteriors of Residences shall consist primarily of stucco and/or stone of natural or subtle color tones. No dramatically bright colors, as determined in the reasonable and consistently applied discretion of the ACC, shall be allowed. All roofs on structures shall be between 3/12 to 8/12 in pitch, and roofs shall use hip roof design and structure on the sides to the extent practicable to minimize adverse impacts on views from other Lots. All fences shall be constructed of wood poles and framing, or such other materials approved by the ACC. Any fences which cross utility or irrigation easements shall be constructed with removable panels or gates to allow access for maintenance of the utilities which run in the easement. The ACC may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the ACC may deem appropriate. Landscaping plans should emphasize the use of low growing trees, to further minimize adverse impacts on views from other Lots."

Dated as of the date and year first above written.

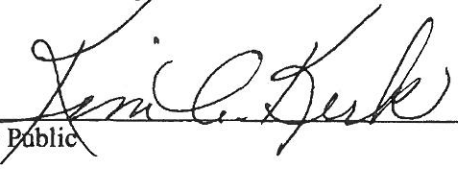
SONSHINE IV CONSTRUCTION &  
DEVELOPMENT, LLC, a Colorado limited liability  
company

By:   
John Davis, Manager

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF MESA        )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2015, by John Davis, Manager of Sonshine IV Construction & Development, LLC.

Witness my hand and official seal.

  
Notary Public

**KIM A. KERK**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20064014738  
My Commission Expires April 14, 2018

3 PAGE DOCUMENT

**FIFTH AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF  
GREYSTONE ESTATES**

This FIFTH AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF GREYSTONE ESTATES (the "Amendment") is made as of April 9, 2015, by the undersigned as the Successor Declarant of Greystone Estates.

The Declaration of Covenants, Conditions, Restrictions and Easements has heretofore been recorded in Book 4727, Page 867, and amended at Book 5639, Page 87, at Book 5642, Page 9267; at Book 5644, Page 707, and at Book 5679, Page 800, Mesa County, Colorado records (the "Declaration").

The Declaration is hereby amended as follows:

1. Article V, Section 5.37, is hereby added to read as follows:

" 5.37 Fencing. Perimeter fencing shall be installed within one (1) year of lot purchase by the homeowner pursuant to Exhibit "A" attached hereto and by this reference incorporated herein. No chain link or vinyl fencing shall be allowed. No wall, fence or hedge shall be erected within a Lot unless and until the height, type, location, and surrounding landscaping have been approved by the ACC in accordance herewith. All fencing installed by the Declarant, if any, within a Common Element must be maintained by the adjacent Lot Owner."

Dated as of the date and year first above written.

SONSHINE IV CONSTRUCTION & DEVELOPMENT,  
LLC, a Colorado limited liability company

By: [Signature]  
John Davis, Manager

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF MESA        )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 2015, by John Davis, Manager of Sonshine IV Construction & Development, LLC.

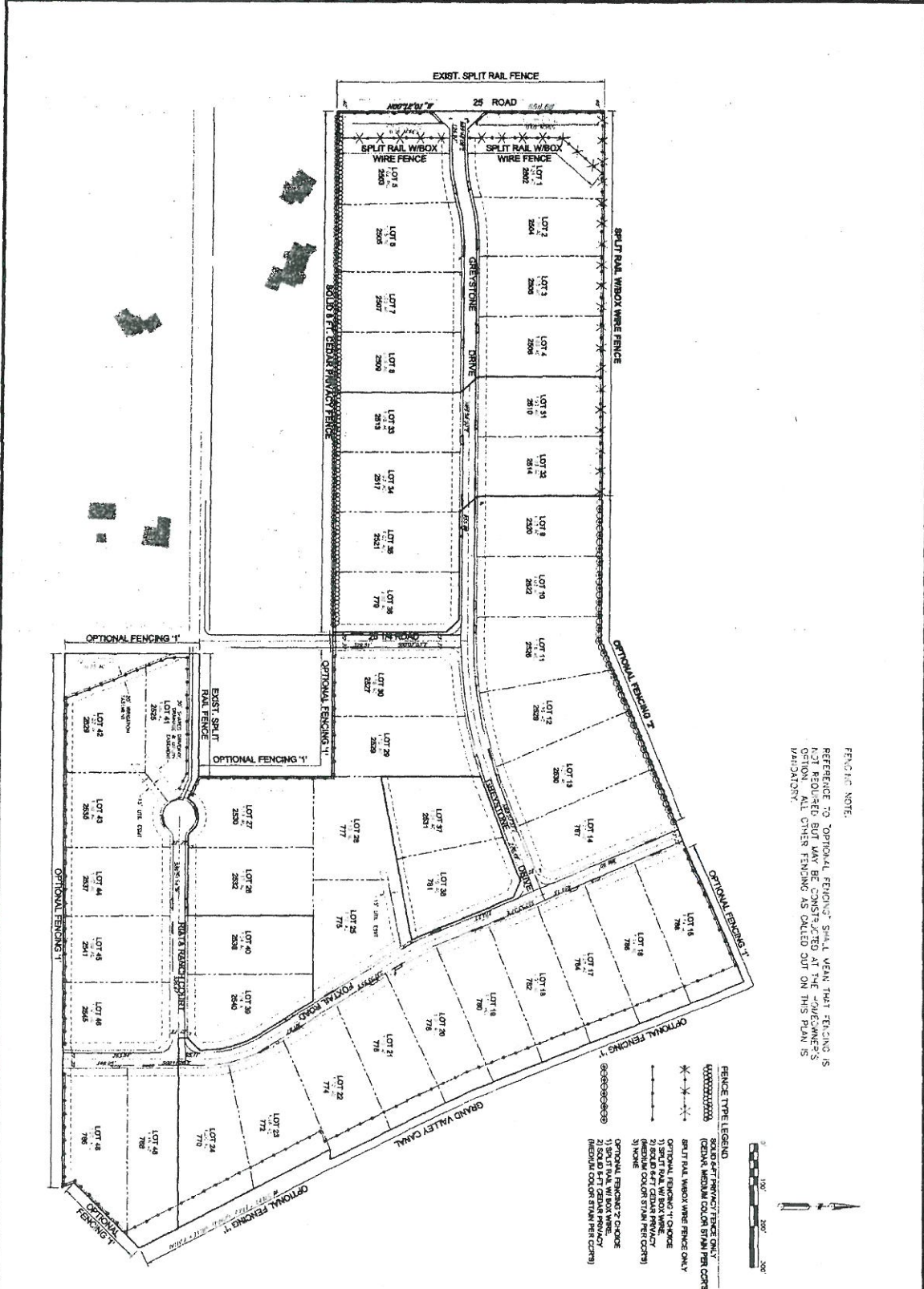
Witness my hand and official seal.

[Signature]  
Notary Public

**KIM A. KERK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20064014738  
My Commission Expires April 14, 2018**

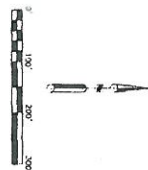
EXHIBIT A  
PAGE 1 of 2

Drawn by: 2242 Kalkreuth, L.S., LMS, LSMS  
 Date: 04/10/2015  
 File: 2720245 - Mesa County, CO Clerk and Recorder



FENCE NOTE:  
 REFERENCE TO OPTIONAL FENCING SHALL MEAN THAT FENCING IS NOT REQUIRED BUT MAY BE CONSIDERED AT THE OWNER'S OPTION. ALL OTHER FENCING AS CALLED OUT ON THIS PLAN IS MANDATORY.

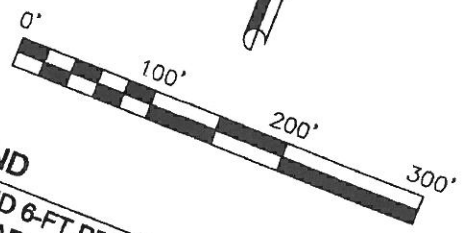
- FENCE TYPE LEGEND
- SOLID 2-FT PRIVACY FENCE ONLY
  - SPLIT RAIL WIREBOX FENCE ONLY
  - SPLIT RAIL COLOR STAIN FENCE ONLY
  - OPTIONAL FENCING TYPES:
    - 1) SPLIT RAIL WIREBOX FENCE
    - 2) SOLID 2-FT CEDAR PRIVACY FENCE
    - 3) STONE COLOR STAIN FENCE ONLY
  - OPTIONAL FENCING TYPES:
    - 1) SPLIT RAIL WIREBOX FENCE
    - 2) SOLID 2-FT CEDAR PRIVACY FENCE
    - 3) SOLID 2-FT CEDAR STAIN FENCE ONLY



	<p><b>GREYSTONE ESTATES IV                  SUBDIVISION                  GRAND JUNCTION                  COLORADO</b></p> <p><b>EXHIBIT A PAGE 1 of 2</b></p>	<p><b>FENCING &amp; LOT LINE                  RE-ALIGNMENT PLAN</b></p>	<p>DRAWN BY: SLA                  CHECKED BY: SLA                  DATE: 1/24/15                  PROJECT NO.: 13003C</p>
<p>SCALE VERIFICATION                  BAR IS 1" = 100' ON ORIGINAL DRAWING.                  SCALE: HORIZ</p>		<p>DATE: 1/24/15</p>	

LAN IS

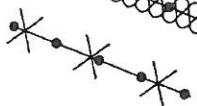
EXHIBIT A  
PAGE 2 of 2



**FENCE TYPE LEGEND**



SOLID 6-FT PRIVACY FENCE ONLY  
(CEDAR, MEDIUM COLOR STAIN PER CCR'S)



SPLIT RAIL W/BOX WIRE FENCE ONLY  
OPTIONAL FENCING '1' CHOICE



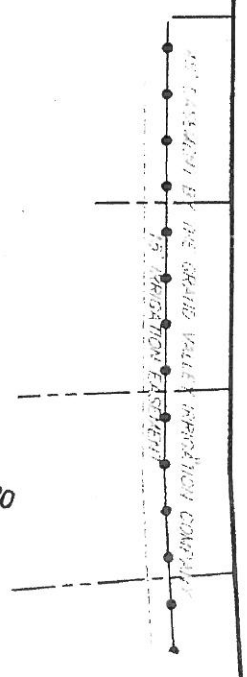
1) SPLIT RAIL W/ BOX WIRE,  
2) SOLID 6-FT CEDAR PRIVACY  
(MEDIUM COLOR STAIN PER CCR'S)  
3) NONE



OPTIONAL FENCING '2' CHOICE  
1) SPLIT RAIL W/ BOX WIRE,  
2) SOLID 6-FT CEDAR PRIVACY  
(MEDIUM COLOR STAIN PER CCR'S)

OPTIONAL FENCING '1'

GRAND VALLEY



8' 20' AC

RECORDER NOTE: POOR QUALITY DOCUMENT  
PROVIDED FOR REPRODUCTION

EXHIBIT A  
PAGE 2 of 2