

**AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
MOONRIDGE FALLS SUBDIVISION**

This Amendment (the "Amendment") is made and declared this      day of April 23, 2022, by the Moonridge Falls Homeowners Association, a Colorado nonprofit corporation (the "Association").

A. The Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Moonridge Falls Subdivision was made and executed by the members of the Association and recorded January 5, 2001 at Reception No. 1979085 (the "Declaration") in the records of the Mesa County Clerk and Recorder (the "Clerk"). The Declaration was subsequently amended by that certain Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions recorded at Reception #1903023 in the records of the Clerk (the "First Amendment").

B. Article XIII, Section 4 of the Declaration provides for amendment of the Declaration by recording a written instrument executed by sixty-seven percent (67%) of the Owners.

C. Over sixty-seven percent (67%) of the Owners voted by [attendance at annual meeting] to amend the Declaration as provided herein. To comply with the Declaration, at least sixty-seven percent (67%) of the Owners have also executed this document.

THEREFORE, the Association makes the following amendments to the Declaration:

1. Article II, Section 13, is amended to read in its entirety as follows:

Signs may be displayed to the public view in conformity with the applicable requirements of the City of Grand Junction Municipal Code; provided, however, that any sign exposed to the public view shall first be approved by the Association. Political campaign signs and flags shall be permitted at such times and in such manner as specifically provided by federal, state, or local law. Signs located on the Common Area are governed by the Association.

2. Article II, Section 15, is amended to read in its entirety as follows:

Except as may otherwise be permitted by the ACC, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Residence or the Common

Area. Notwithstanding the foregoing, neither the restrictions nor the requirements of this section shall apply to antennas (which may include some satellite dishes and other devices) that are specifically covered by the Telecommunications Act of 1996, as amended from time to time. As to antenna which are specifically covered by the Telecommunications Act of 1996, as amended, the Association shall be empowered to adopt rules and regulations governing the types of antennas that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.

3. Article XIII, Section 4, is amended to read in its entirety as follows:

The covenants and restrictions of this Declaration shall run with and bind the land perpetually. This Declaration may be amended for any purpose whatsoever by vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated. Any amendment must be recorded in the real property records of the Mesa County Clerk and Recorder.

4. Except as amended above, all provisions of the Declaration remain in full force and effect.

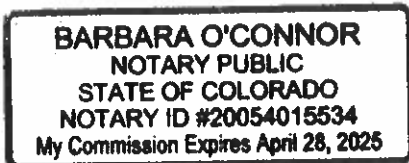
DATED as of the day and year first written above.

**Moonridge Falls Homeowners  
Association**  
a Colorado Nonprofit Corporation

By: Donald D. Snyder, III  
\_\_\_\_\_, its president

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF MESA         )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2022, by Donald D. Snyder, president of Moonridge Falls Homeowners Association. Witness my hand and official seal.  
My commission expires: 04-28-25



Barbara O'Connor  
\_\_\_\_\_  
Notary Public

**AMENDMENT TO BYLAWS  
OF  
MOONRIDGE FALLS SUBDIVISION**

Pursuant to Article IV of the Bylaws of Moonridge Falls Homeowners Association, a Colorado non-profit corporation (the "Bylaws"), and C.R.S. §7-130-201, the Board of the Association hereby amends the Bylaws as follows:


1. Article I, Section 1, is amended to read in its entirety as follows:

A meeting of the Members shall be held each year at a time and place to be designated by the Board.

2. Except as amended herein, the Bylaws shall continue in full force and effect.

CERTIFICATE

I certify that the foregoing amendment was duly adopted by the Board of the Association, effective April 27, 2022.

By:   
Print Name: Patricia Davenport  
Title: Secretary

1979085 01/05/01 1055AM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$385.00

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS of MOONRIDGE FALLS SUBDIVISION (the "Amended Declaration") is made as of December 1, 2000 by the undersigned (the "Declarants") and replaces the Declaration of CC&R'S for Moonridge Falls Subdivision executed on October 27, 1993 and recorded by the Mesa County Recorder at Book 2020, pages 408-427, and re-recorded at Book 2146, pages 952-971; and the Amendments thereto recorded at Book 2046, pages 695 and 696; Book 2209, page 649; Book 2449, pages 19-21; and Book 2577, pages 304-306.

A. The Property as defined in the Declaration of October 27, 1993, had a legal description set forth in Exhibit A to that Declaration which was recorded at Book 2146 Page 971 in the Mesa County Records. This Property was subdivided and resulted in the Moonridge Falls Subdivision with the lots and common area shown on the map of Exhibit A to this Amended Declaration. The final lots of the subdivision are shown on this Exhibit A and differ slightly from the Map (the plan map of the subdivision attached to the Declaration of October 27, 1993. For ease of reference, a copy of this plan map is attached as Exhibit B.

B. Declarants, the below named individuals consenting to this Amended Declaration, constitute at least 67% of the Owners of lots within Moonridge Falls Subdivision, more particularly shown on the attached Exhibit A (the "Property") which is incorporated herein by this reference, and make this amendment and restatement pursuant to Article XIII, Section 4 of the Declaration of October 27, 1993 referenced above

C. Declarants desire to amend and restate the Declaration of October 27, 1993 and to continue to subject and to subject upon the Property certain covenants, conditions, and restrictions for the benefit of any and all persons now and subsequently owning all or any portion of the Property.

THEREFORE, Declarants declare that the Property, and every portion of it, is and shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, and agreements contained in this Amended Declaration and the earlier Declaration of October 27, 1993, which:

- (a) Are for the purpose of protecting the value and

desirability of the Property;

(b) Shall run with, and be appurtenant to, all of the Property except as expressly stated otherwise; and,

(c) Shall be binding upon and inure to the benefit of all persons or entities now owning or subsequently acquiring any right, title, or interest in all or any part of the Property, together with each of their heirs, personal representatives, successors in interest, and assigns.

All the provisions of this Amended Declaration are in furtherance of a general plan for the benefit of all the Property and its improvements and for the benefit of each present and subsequent owner of the Property. All of the provisions of this Amended Declaration and the Declaration of October 27, 1993 shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens of all persons and entities subsequently acquiring or owning an interest in the Property and improvements located on it, however that interest may be obtained.

## ARTICLE I

### Definitions

Section 1. "Architectural Control Committee" or "ACC" shall mean and refer to that architectural control committee referred to in Article III of this Amended Declaration.

Section 2. "Association" shall mean and refer to Moonridge Falls Homeowners Association, a Colorado nonprofit corporation.

Section 3. "Association Water" shall mean and refer to all shares of the capital stock of Grand Valley Irrigation Company and any other water or water rights, ditch or ditch rights, reservoir or water storage rights appurtenant to or used in connection with any portion of the Subdivision or owned by the Association.

Section 4. "CCIOA" means the Colorado Common Interest Ownership Act presently codified at 38-33.3-101, et seq. as it may subsequently be amended from time to time.

Section 5. "Common Area" shall mean any and all interests in

real property owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association together with any allocations to reserves. By way of example and not limitation, such expenses include: insurance costs, water assessments to the Association, construction, maintenance, repair, alteration, removal, or replacement of the Irrigation Facilities, the entrance fence described in Article II, Section 6.2; all aspects of landscaping of Common Areas and any other property controlled or maintained by the Association (such as the median of Moonridge Drive and the area between the entrance fence and 25½ Road); and payment of all utilities charges associated with any improvements owned or operated by the Association (such as irrigation facilities and any street lighting owned or controlled by the Association).

Section 7. "Declarants" shall mean and refer to the below-named individuals consenting to this amendment and restatement, and their successors and assigns.

Section 8. "Amended Declaration" means this Amended and Restated Declaration of Covenants, Conditions, and Restrictions.

Section 9. "Improvements" shall mean and refer to any and all residences, improvements, and any other structures located in, under, or upon the Property, including, but not limited to, residences, garages, and outbuildings; shrubs, plants, landscaping of all types, irrigation ponds, pipelines and sprinklers; streets, curbs, and gutters; and all other utility installations such as electric, gas, telephone, cable television, sewer, and domestic water lines.

Section 10. "Irrigation Facilities" shall mean and refer to all improvements, equipment, facilities, and other real and personal property owned, operated, or maintained by the Association for the purpose of delivering Association Water to the Lots and shall include, but not be limited to, any ponds, reservoirs, waterfalls, or other water-holding or water-circulating equipment or improvements, plus all pumps, pipes, pipelines, risers, connectors, controls, siphons, filters, valves, and related parts and materials located in, under, or upon easements within the Subdivision, or elsewhere outside of the Subdivision for the purpose of serving the Subdivision with Association Water.

Section 11. "Lot" (plural "Lots") shall mean and refer to each residential lot shown upon the map of the Subdivision attached to this Amended Declaration as Exhibit A, which is incorporated herein by this reference. (In the Declaration of October 27, 1993 Lot was defined by reference to the outline development plan map of the Subdivision attached to that Declaration. A copy is attached hereto as Exhibit B.)

Section 12. "Owner" (plural "Owners") shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Multiple persons or entities holding title to a single Lot shall together constitute a single Owner.

Section 13. "Map" means the subdivision map attached to this Amended Declaration as Exhibit A.

Section 14. "Residence" shall mean and refer to the principal residential building or structure upon any Lot, but shall exclude any secondary, detached, or subordinate buildings or structures such as detached garages or storage buildings.

Section 15. "Subdivision" means all phases or filings of Moonridge Falls Subdivision in Mesa County, Colorado, according to the recorded plat(s) of that subdivision, as amended from time to time together with the remainder of the real property described in Exhibit A to the Declaration of October 27, 1993. The Subdivision is a planned community as defined by CCIOA.

Section 16. "Limited Common Area" means those parts of the common areas which are either limited or reserved in this Amended Declaration, on a Map, or by action of the Association, for the common use of more than one but fewer than all Owners.

## ARTICLE II

### Restrictions on Use

Section 1. Resubdivision Prohibited. Resubdivision of any Lot shown on Exhibit A is prohibited.

Section 2. Use of Property. No portion of any Lot shown on Exhibit A shall be used other than for residential purposes or home occupations. No Residence shall be occupied by more than

one family. No agricultural or commercial use shall be permitted. For purposes of this section, "at home occupations" shall mean an occupation by the resident conducted totally within the Residence which does not entail the employment of third persons on the premises and does not entail the delivery of goods or services to customers upon the premises. For example, but not by limitation, an insurance agent may use his Residence as a personal office so long as customers are not permitted to come to the Residence; however, the establishment of a barber shop or a beauty shop would be prohibited.

### Section 3. Building Restrictions.

3.1 The total finished living area of any Residence of one level shall be not less than 1,800 square feet. The total finished living area of any Residence having more than one level shall not be less than 2,400 square feet. The square footage shall be determined by using outside measurements of finished living area totally above ground, such that garages, porches, patios, basements, and garden levels shall be excluded.

3.2 No Residence shall exceed twenty-four (24) feet in height without the prior approval of the Architectural Control Committee. No Residence shall exceed the maximum height for Residences in the Subdivision permitted by the applicable ordinances and land use codes and regulations of the City of Grand Junction. All measurements of height for the purposes of this subsection shall be measured from original grade to the highest part of the roof. The style, configuration, and pitch of the roof of the Residence and any other buildings and structures on a Lot shall be consistent with the architectural style of the Residence and shall be approved by the Architectural Control Committee.

3.3 All Residences shall be constructed of manufactured brick, brick veneer, stone, manufactured stone, block or manufactured block, natural wood siding, stucco, or a combination of them. Unfinished cinder block, cement block, Celotex, stucco board, masonite, or plywood shall not be used for exposed walls.

Section 4. New Construction Required. All construction upon the Property shall be new construction. No previously erected building, structure, or improvement shall be moved to, or placed upon, any Lot. No temporary building or structure of any type shall be used at any time for a Residence, either temporary or permanent. No modular homes and no mobile homes, trailer homes, or other movable structures shall be permitted as dwellings



within the Subdivision.

Section 5. Underground utilities. All utility service lines within the Subdivision shall be underground.

Section 6. Fencing.

6.1 Only wood or masonry (including stucco, manufactured brick, stone, or manufactured stone, but excluding unfinished cinder block or cement block) fences shall be permitted. Wire fences of any type (other than limited enclosures, such as dog runs totally screened from view from all streets and other Lots) shall not be allowed. No fence shall exceed six (6) feet in height.

6.2 No fence or fencing materials shall be erected or maintained running generally north and south on the east one-half of 2549 Moonridge Drive; 684, 682 and 680 Moonridge Court, or 2548 Moonridge Drive, (Lots 1, 40, 41, 42, or 43, Block 1 of the Subdivision - See Exhibit B hereto) except for the Subdivision entrance fence, which shall run the length of the 25½ Road frontage of those Lots adjoining 25½ Road. Maintenance, repair, and replacement of that entrance fence shall be a Common Expense of the Association, unless such expense is caused by the negligent, reckless, willful, wanton or intentional act or omission of the Owner of any Lot or a person under the control of such Owner, in which case that Owner shall be responsible for the full cost of such maintenance, repair, or replacement, which the Association may collect, and for which it shall have a lien, in the same manner as for assessments specified in this Amended Declaration.

6.3 Except as otherwise stated in this section, and except for the entrance fence described in Section, 6.2 of this Article, no fencing exceeding three (3) feet in height shall be constructed closer to any street than the nearest point of the Residence on that Lot to that street.

- A. Any fences constructed in any of the rear yards of Lots at 2549, 2547, 2545, 2543 and 2541 Moonridge Drive and 2539 and 2537 Falls View Circle (1 through 7 inclusive, Block 1 of the Subdivision - See Exhibit B hereto) shall be constructed on the rear Lot lines of such Lots; shall be six-foot high solid wood privacy fences; and shall be of comparable design and construction so as to present a uniform appearance facing the property located generally to the south of

those Lots.

- B. Fences up to six feet in height may be constructed on Lots at 684, 682 and 680 Moonridge Court and 2548 Moonridge Drive (40 through 43, Block 1, Filing 1 of the Subdivision - See Exhibit B) on the Lot lines running generally east and west from the entrance fence to the front line of the Residences on those Lots.

Section 7. Landscaping and Maintenance.

7.1 All landscaping of each Lot which will be visible from any street or any other Lot shall be completed by or on behalf of the Owner of such Lot, in accordance with the plans approved by the Architectural Control Committee, within 90 days from and after the date on which the dwelling on such Lot is occupied or permitted for occupancy, whichever is earlier; provided, however, for good cause, the Architectural Control Committee may allow a Lot Owner a one-time extension of time for an additional 90 days in which to comply with this provision.

7.2 The Owners shall keep, maintain, and repair their Lots and Improvements (including, for example, landscaping) in a neat, clean, cultivated, attractive, and well-maintained condition, free from the accumulation of trash or debris. If any Owner fails to keep and maintain that Owner's Lot(s) or Improvements in accordance with this provision, the Association may (but shall not have the obligation to) conduct such maintenance, repairs, or restoration and assess its cost to the Owner on whose Lot or improvement such maintenance or repairs were conducted.

Section 8. Nuisances Prohibited. No noxious or offensive activities shall take place or be permitted upon any of the Lots, nor shall anything be done on any portion of the Property which may be or become an annoyance or nuisance to the Owner of any Lot. No trash, junk cars, weed, or other unsightly, unhealthy, or dangerous items or conditions shall be permitted to remain on any portion of the Subdivision. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish.

Section 9. Pets. No animals, livestock, or poultry of any kind shall be raised bred, or kept on any lot, except that a reasonable number of dogs, cats, or other household pets may be

kept if they are not kept, bred, or maintained for commercial purposes. All pets shall be under the control of their owner, whether by containment on the Owner's property or on a leash. No pet shall be allowed to run at large, endanger, or harass persons, property, or other animals, or constitute a nuisance or annoyance to other Lot Owners or Subdivision occupants. The board of directors of the Association, when requested by any Owner, shall have the authority to determine whether or not the number of pets is unreasonable, or whether any animal or pet is a nuisance to any other Owner.

Section 10. Parking.

10.1 All Residences shall be constructed so as to provide sufficient off-street parking to accommodate not less than four automobiles, inclusive of garage and driveway. Driveways shall be composed of asphalt, concrete, or other hard surface, dirt or loose gravel driveways being expressly prohibited.

10.2 On-street parking of any vehicles by the Owners, occupants, or guests shall be limited to temporary parking. No vehicle of any Owner, Residence occupants, or guest shall be regularly or permanently parked or stored on-street. Vehicular maintenance or repair which renders any vehicle inoperable for more than 24 hours is prohibited on any street, driveway, yard, or other visible location. No commercial vehicular repair or other repair of vehicles not owned by the Lot Owner shall be conducted within the Subdivision.

10.3 All recreational vehicles, including trucks, campers, boats, snowmobiles, motorcycles, motorbikes, or other recreational vehicles of any kind that are stored on any Lot shall be kept behind a line running parallel to the front wall of the Residence on the Lot; provided, such stored recreational vehicles shall not bar access to adjoining Owners for roof eaves, water drainage, or maintenance. The Architectural Control Committee shall have authority to require any Owner to install screening approved by the Architectural Control Committee to shield stored vehicles from public view or the view of other Owners.

10.4 All Residences shall be constructed with a garage large enough to accommodate at least two motor vehicles.

Section 11. Waste Storage. Trash, garbage, or other waste shall not be dumped, or allowed to accumulate on any Lot except in closed, sanitary containers. All containers and equipment

for storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept inside a closed structure or otherwise screened from view by the public or from neighboring properties except to make the same available for collection or delivery. No incinerators shall be permitted on the Property.

Section 12. No Temporary Residences. No structure of a temporary nature (including without limitation trailers, tents, recreational vehicles, shacks, garages, or other outbuildings) shall be used on any part of the Property at any time as a Residence, either temporarily or permanently.

Section 13. Sign Limitation. No sign, graphic, or advertising device shall be placed on the property except one sign or graphic not larger than 12 inches by 24 inches showing the owners' name or address, or both, and one sign of not more than four square feet advertising a Lot for sale. This provision shall not limit or preclude street or road identification signs or traffic control signs or devices.

Section 14. No Mineral Exploration or Development. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted or undertaken on any portion of the Subdivision nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any portion of the Subdivision. No derrick or other structure designed for exploration for oil or natural gas shall be erected, maintained, or permitted on any portion of the Subdivision.

Section 15. Antennas. No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot outside of the Residence on that Lot, except:

(a) A satellite dish installed on the ground and completely screened from view by solid fencing complying with the requirements of this Amended Declaration, or (b) as otherwise shall be permitted by the Architectural Control Committee.

Section 16. Utility Tariffs. By written agreement of the Association, all Lots may become subject to and bound by Public Service Company tariffs relating to street lighting in the Subdivision, together with rates, rules, and regulations therein provided and any future amendments and changes thereto. If so,

the Association shall pay as billed the cost of public street lighting in the subdivision according to the Public Service Company rates, rules, and regulations including future amendments and changes thereto, and such costs shall be assessed to the Owners as part of the Common Area Expenses.

ARTICLE III

Architectural Standards

Section 1. Appointment of Architectural Control Committee

The Architectural Control Committee shall consist of three (3) persons to be appointed by the board of directors of the Association. Any member of the board of directors may also serve as a member of the ACC. The method and manner of the ACC's appointment, replacement, and removal, as well as the ACC's method of operation, to the extent not provided in this Amended Declaration, shall be as set forth in the Articles or Bylaws of the Association.

Section 2. Authority. No Improvement (including, for example, landscaping but excluding interior remodeling of a Residence) shall be installed, erected, or altered anywhere within the Subdivision except upon compliance with this Article III and (in accordance with the submission of plans to and their approval by the ACC. Failure of any Owner to comply with this Article III shall be deemed in violation of this Amended Declaration, entitling the Association, or any Owner, to exercise enforcement powers under this Amended Declaration, CCIOA, or as otherwise permitted by law. No Improvements shall be changed, altered, or modified subsequent to approval of the ACC without first obtaining a written approval of the ACC with respect to such change, alteration, or modification.

Section 3. Submission of Plans. Duplicate copies of plans and specifications relating to an Improvement shall be submitted to the ACC for review and final approval. Plans and specifications shall contain, without limitation, plot plans showing layout, including setbacks, flow, and manner of surface drainage, finish and natural grade elevations, floor plans showing overall dimensions, (of plans showing pitch, roof materials, colors, exterior elevations showing doors, windows, and exterior materials and colors, landscaping plans showing the location and types of all plantings, including trees, shrubs, bushes, and

grass, and all other features reasonable or necessary to explain any feature or component of the improvement or to enable the ACC to properly consider and determine approval or disapproval of such Improvement. The ACC may disapprove any plans or specifications that are insufficient for it to exercise the judgment required by it under this Amended Declaration.

Section 4. Matters Considered. In addition to reviewing all aspects of the plans and specifications described above, the ACC shall consider the aesthetic and functional design, appearance, and impact of any Improvement, including, but not limited to, the following:

- A. The overall nature and character of the site and appearances of structures, including orientation with regard to sun, wind, view, and privacy, and the consistent quality use of exterior materials;
- B. The harmony of all Improvements and landscaping, including alterations thereof, with natural surroundings and existing Improvements, considering external design, materials, color, siding, height, topography, foliage, grading, and finish and ground elevation. The use of earthen tones is recommended and encouraged and the use of bright colors is discouraged, and may be prohibited;
- C. The blending of patio structures, such that they will complement appurtenant structures, aluminum or plastic patio roofing material being prohibited;
- D. The use of plantings and ornamental shrubbery complementary to the residential character of the Subdivision.

Section 5. Approval. The ACC shall approve or disapprove in writing all written plans within thirty (30) days after submission. If the ACC fails to approve or disapprove a written plan within such 30-day period, the proposed Improvement shall be deemed approved. A majority vote of the ACC shall be required for the approval or disapproval of any proposed improvement.

Section 6. Limitation of Liability. The ACC shall not be liable in damages to any Owner or other person submitting requests for approval or to any Owner or other person within the Subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request. The actions of the ACC shall be deemed conclusively binding upon the Owners. Any Owner submitting or causing to be submitted any plans or specifications to the ACC agrees and covenants on behalf of himself and his heirs,

successors, legal representatives, and assigns that he will not bring any action or suit at law or in equity against the ACC, or its members, advisors, employees, or agents, for any act or omission of the ACC.

Section 7. Records Retention. The ACC shall keep records of its actions for a period of five (5) years, including records of plans and specifications, approvals, or disapprovals, and other actions taken by it pursuant to this Amended Declaration and the previous Declaration of October 27, 1993.

#### ARTICLE IV

##### The Association Membership: Voting Rights

Section 1. Membership. Every Owner of one or more Lots in the Subdivision shall be entitled and required to be a member of the Association, subject to the voting rights provisions of this Article IV. No person or entity other than an Owner of one or more Lots in the Subdivision may be a member of the Association.

Section 2. Allocation of Votes. Each Lot shall be allocated one vote in the Association, subject to Section 5 below.

Section 3. No Cumulative Voting. In the election of Directors, cumulative voting shall not be allowed.

Section 4. Membership Appurtenant. Membership in the Association shall be appurtenant to and inseparable from a Lot. Membership in the Association may not be transferred except in connection with the transfer of ownership of a Lot.

##### Section 5. Election of Board of Directors

5.1 The Owners shall elect a Board of Directors of at least three (3) members [as of the date of this Declaration, there are five (5) elected members] at the annual meeting of the Association.

5.2 Notwithstanding anything to the contrary stated elsewhere in this Declaration, by a vote of sixty-seven percent (67%) of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, any member of the Board of Directors may be removed with or without cause.

Section 6. Quorum.

6.1 Association Meeting

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

6.2 Board of Directors Meeting.

A quorum will be deemed present throughout any meeting of the Board of Directors of the Association if persons entitled to cast 50% of the votes on that board are present at the beginning of the meeting.

ARTICLE V

Covenant For Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Owner of each Lot within the Subdivision, covenants, (and each Owner of any Lot by acceptance of a deed for that Lot, whether or not it shall be so expressed in that deed is deemed to covenant) and agree to pay to the Association: (a) all assessments or charges levied against that Lot; (b) all fees, charges, late charges, attorney's fees, fines collection costs, and interest charged pursuant to this Declaration or as allowed by Section 38-33.3-316(1), C.R.S. or any other provision of CCIOA as it may be subsequently amended by any other applicable law. All items set forth in this section, from the time such items become due, shall be a charge on and covenant running with the land and shall be a continuing lien on the Lot against which each such item is charged. If an assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations. Each such item, together with interest, costs, and reasonable attorney's fees, shall also be the joint and several personal obligation of each person and entity who was the Owner of the Lot at the time when the item became due. This personal obligation shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may be exempt from liability for assessments



by waiver of use or enforcement of Common Expenses, Association water, Irrigation Facilities, or other assets or benefits of the Association, or by abandonment of Lot or Residence.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for: Common Expenses; to promote the health, safety, or welfare of the residents in the Subdivision, or for the benefit of the Common Area or Association Water, or for any other purpose of the Association as those purposes are specified by the Articles of Incorporation of the Association (as amended from time to time); or as otherwise authorized by CCIOA.

Section 3. Assessment. Assessments shall be made no less frequently than annually based on a budget adopted by the Association as described elsewhere in this Amended Declaration. Assessments may include, without limitation, allocations for reserves, for repair or replacement of existing capital items and acquisition, construction, and installation of new improvements, all to the extent set forth in the approved budget upon which such assessment is based.

Section 4. Annual Assessment and Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject to the assessment. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 5. Expense Allocation. Except as otherwise stated in this section, each Lot shall be allocated a fraction of the Common Expenses of the Association in which the numerator is one and the denominator is sixty-seven (67).

5.1 Any Common Expense or portion of any Common Expense benefiting or caused by fewer than all Lots shall be assessed exclusively against the Lots benefited by or causing the Common Expense.

5.2 If Common Expense Liabilities are reallocated, Common Expense assessments and any installment of them not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Section 6. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate not to exceed twenty-one percent (21%) per annum set annually by the Association's Board of Directors.

Section 7. Priority of Lien. The lien for assessments (which includes all those items specified in items (a) and (b), in Section 1 of this Article V shall have the priority specified in CCIOA which, as of the date of this Amended Declaration, is codified at Section 38-33.3-316(2), C.R.S.

## ARTICLE VI

### Budget and Records

Section 1. Books and Records. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. All books, records, and papers of the Association shall be available for inspection and copying by any member or his representative during regular business hours at the principal office of the Association. The Board of Directors may establish reasonable rules concerning notice to be given the custodian of the records by anyone desiring to inspect them, and payment of costs of reproducing any documents requested by any member.

Section 2. Annual Budget. The Board of Directors shall cause to be prepared and adopted by November 1 of each year, an operating budget, balance sheet, and cash flow statement for the Association.

Section 3. Delivery of Budget. Within ten (10) days, after adoption of any proposed budget, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing or other delivery of the summary.

Section 4. Ratification of Budget. Unless at that meeting Owners representing a majority of all Lots reject the budget, the budget is ratified, whether or not a quorum is present.

Section 5. Rejection of Budget. In the event that the proposed budget is rejected, the present budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

Section 6. Reserve Fund. As part of each annual budget, the Board of Directors shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of any personal property, fixtures, and improvements required to be operated or, maintained by the Association based upon age, remaining life, replacement cost, and any other relevant factors.

## ARTICLE VII

### Association Powers

Section 1. Authority. The Association shall have all rights, powers, and authority specified or permitted by:

- (a) CCIOA; (b) any other applicable law; (c) this Declaration; and (d) the Articles and Bylaws of the Association, to the extent not inconsistent with (a), (b), or (c).

Section 2. Actions Against Owners. The Association may take judicial action against any Owner to enforce compliance with any provisions of this Amended Declaration, obtain mandatory or injunctive relief, or obtain damages for noncompliance and exercise any other right or remedy for enforcement of this Amended Declaration permitted by law. All of such rights and remedies of the Association shall be cumulative.

Section 3. Conveyance or Encumbrance. The Association shall have the right to encumber, dedicate, or convey all or any part of the Common Area or the Association interest in Association Water or any other Association asset. However, no such encumbrance, dedication, or conveyance shall be effective except in an instrument signed by eighty percent (80%) of all Owners, agreeing to such encumbrance, dedication, or transfer and recorded in the Mesa County records. Such an instrument may be signed in counterparts which shall together constitute a single agreement.

Section 4. Delegation of Use. Any Owner may delegate, subject to any Bylaws of the Association, his right of enjoyment to the Common Area and use of Association Water to the members of his family residing with him, his tenants, or contract purchasers who reside on the Lot owned by that Owner.

ARTICLE VIII

Association Water

Section 1. Management of Association Water. The Association shall have the exclusive authority to allocate, deliver, manage, and control the use of Association Water. Further, the Association shall have the exclusive authority to own, operate, repair, and maintain the Irrigation Facilities. The Association's authority shall include (without limitation) the promulgation of rules, regulations, policies, and procedures, not inconsistent with this Amended Declaration, concerning the application and use of Association Water, including conservation measures and measures to reduce peak demand.

Section 2. Easements for Ingress and Egress. All Irrigation Facilities shall be owned, operated, and maintained by the Association. Each Owner grants to the Association reasonable ingress and egress over, under, and across all easements shown on any recorded plat of any portion of the Subdivision for the purpose of operating, repairing, or maintaining Irrigation Facilities. No Owner shall construct, erect, or maintain any improvement or structure which shall interfere with the Association's ownership, operation, and maintenance of Irrigation Facilities. The Association shall have the authority to remove or alter any structure or improvement which shall interfere with the ownership, operation, and maintenance of the Irrigation Facilities, the costs of such removal or alteration to be borne by the Owner of the interfering improvement or structure.

Section 3. Irrigation Assessment. All billings by Grand Valley Irrigation Company associated with Association Water shall be Common Expenses, subject to Article V, Section 5.

Section 4. Flow Restriction. The Association shall install and maintain flow restrictor valves on the irrigation pipelines delivering irrigation water to each Lot. So long as the amount of Association Water is no more than 46 shares of Grand Valley

Irrigation Company stock, those flow restrictor valves shall permit delivery of no more than 15 gallons per minute to each Lot.

ARTICLE IX

Easements

Section 1. Subdivision Plat Easements. The Association shall have the right to utilize all utility easements shown on the recorded plat(s) of the Subdivision as amended from time to time, for the purposes specified in this Amended Declaration and also for any other Association corporate purpose or in the exercise of any powers granted to the Association in its Articles of Incorporation, as they may be amended in the future, or as otherwise permitted by law.

Section 2. Other Easements. Any easement over, under, or across the property outside of the Subdivision granted by Declarant to the Association before or after the date of this Declaration, whether or not so stated in the deed of that easement, shall be subject to all uses to which Declarant or its successors and assigns might put the property on which the easement is granted at any time, including by way of example and not limitation, use of that property for the ownership, construction, maintenance, operation, repair, removal, replacement, resizing, alteration, remodeling, or renovating of facilities for the storage of irrigation water and underground pipelines, pumps, valves, gates, and other structures, facilities or improvements for the storage or delivery of irrigation water to Declarant or its successors or assigns.

ARTICLE X

Fidelity Bonds

Section 1. Corporate Employees. If any Owner or Association employee controls or disburses Association funds, the Association must obtain and maintain, to the extent reasonably available, fidelity insurance in an aggregate amount equal to not less than two months of current assessments plus reserve calculated from the then-current budget of the Association.

Section 2. Independent Contractors. Any person employed as an independent contractor by the Association for the purposes of managing the Association must obtain and maintain fidelity insurance in that same amount unless the Association names such a person as an insured employee in a contract of fidelity insurance described above.

Section 3. Additional Coverage. The Association may carry or require of an independent contractor employed to manage the Association fidelity insurance coverage in an amount greater than that specified in this section.

Section 4. Common Expenses. Premiums for insurance required by the Association under this provision are Common Expenses of the Association.

#### ARTICLE XI

##### Limited Common Area - Driveway

Section 1. Common Driveway. Upon its conveyance to the Association by Moonridge Falls Subdivision, LLC, Tract A-4 Filing No. 4 (Tract A-4 or the Driveway) shall be a Limited Common Area. Tract A-4 shall be used solely as a common driveway for ingress and egress to and from 2531, 2529, 2527 and 2525 Falls View Circle [Lots 3, 4, 5 and 6, Block 3, Filing No. 4, Moonridge Falls Subdivision] (together Driveway lots). The entire surface of the Driveway will be concrete. All four driveway lots shall have the driveways accessing only onto the Driveway.

Section 2. Maintenance and Repair.

2.1 Surface cleaning of the Driveway shall be the responsibility of the Owners of the Driveway Lots as they may agree. This will include for example, the removal of snow, leaves and debris.

2.2 All other maintenance, repair and replacement (plus any other alteration) of the Driveway will be performed only by the Association. Such work shall be performed: (i) upon written request delivered to the Association by Owners of at least three of the four Driveway Lots; or (ii) if such work is requested by Owners of two of the four Driveway Lots and the ACC shall

determine that the requested work should be performed, which decision shall be final.

2.3 The cost of all work on the Driveway approved in the manner specified in this Section 2 ("Approved Work") shall be paid equally by the Owners of the Driveway Lots unless the Approved Work is caused by the act or omission of the Owner(s) of one or more of the Driveway Lots or a family member, guest, licensee, invitee or other person or entity controlled by or acting on behalf of such Owner(s), in which case that Approved Work shall be the expense solely of such Owner(s).

2.4 All Approved Work shall be billed and collected in the same manner as assessments under Article V of this Amended Declaration, except that the billing of Driveway assessments may occur anytime before or after performance of Approved Work; that is the Association may decline to perform Approved Work on the Driveway until the cost of the Approved Work has been collected in accordance with this Article XI.

Section 3. Creation of Personal Obligation and Lien Driveway Assessments. Each Owner of a Driveway Lot covenants (and each future Owner of any Driveway Lot by acceptance of a deed for that Driveway Lot, whether or not as so expressed in that deed, is deemed to covenant) and agrees to pay to the Association all assessments and charges levied against that Driveway Lot pursuant to this Article XI while the Owner is the Owner of that Driveway Lot. All Owners of Driveway Lots shall have obligations (and the Association shall have obligations and rights for any unpaid assessment for Approved Work on the Driveway pursuant to this Article XI) equivalent in all respects to the rights and obligations provided in Sections 1, 5, 6 and 7 of Article V of this Declaration.

Section 4. Additional Setback Restrictions. The side yards of 2531 and 2525 Falls View Circle (Lot 3, Block 3 and Lot 6, Block 3) facing the Driveway shall be treated as front yards for the purposes of fence height limitations contained in Subsection 6.3 of Article II of this Amended Declaration such that no fencing exceeding 3 feet in height shall be constructed closer to the Driveway than the nearest point of the garage on that Lot to the Driveway. By way of additional example of fencing permitted by Subsection 6.1 of Article II, a 6 foot privacy fence may be constructed from the corner of the garage on the lot at 2525 Falls View Circle (Lot 6) closest to 2527 Falls View Circle (Lot 5) running on a line parallel with the Driveway to the boundary between 2525 and 2527 Falls View Circle [Lots 5 and 6] (and

similarly, a 6 foot fence may be built from the corner of the garage on the lot at 2531 Falls View Circle (Lot 3) closest to 2529 Falls View Circle (Lot 4) running parallel with the Driveway to the boundary between 2531 and 2529 Falls View Circle (Lots 3 and 4). No garage on any Driveway Lot shall be closer than 20 feet to the Driveway.

Section 5. Restriction on Amendments. The provisions of this Article XI may be modified only by the consent of 100% of the Owners of the Driveway Lots in addition to 67% of the Owners of all lots evidenced by an instrument(s) in writing signed by such Owners of the Lots in a manner provided by law at the time for conveyance of real property when that instrument is duly recorded in the office of the Clerk and Recorder of Mesa County, Colorado. Upon recordation in that manner, any modification of this Article XI shall be valid and binding upon the then Owners of the Driveway Lots and their heirs, personal representatives, successors in interest, and assigns.

ARTICLE XII

Special Provisions Applicable To 2525 and 2527 Falls View Circle  
(Lot 5 And Lot 6-Block 3  
Moonridge Falls Subdivision - Filing 4)

1. Tennis Court Permitted on 2527 Falls View Circle (Lot 5). During the time Lot 5 and Lot 6, Block 3, Moonridge Falls Subdivision, Filing No.4 are owned by the same owner(s), despite anything to the contrary stated elsewhere in the Amended Declaration, there may be constructed on Lot 5, Block 3, Moonridge Falls Subdivision, Filing No. 4 an unlighted outdoor tennis court, subject to the terms and conditions stated in this Section. The court will not exceed 120 feet by 60 feet and may be fully or partially surrounded by a fence. Despite anything to the contrary stated elsewhere in the Declaration, a fence may be constructed of dark green Vinyl covered aluminum chain link fence, and that fence may in whole or in part be constructed to a height not to exceed 10 feet. The tennis court slab shall be of concrete which may be covered by a playing surface made of another material. A small storage building not to exceed 10 feet by 10 feet may be constructed in the vicinity of the tennis court for tennis and landscape maintenance equipment. The tennis court shall not be open to public use and shall not be operated as a commercial venture. Subject to the express provisions of this Section, all aspects of the permitted improvements



described in this Section (including, without limitation, landscaping requirements and the location and construction materials of the storage building) shall comply with the requirements of Article III of this Amended Declaration concerning application to and approval by the Architectural Control Committee.

2. Combination of Lots 5 and 6. Despite anything to the contrary stated elsewhere in this Amended Declaration, so long as Lot 5 and Lot 6, Block 3 Moonridge Falls Subdivision, Filing No. 4 are owned by the same owner(s), those Lots may be combined into a single Lot, subject to the provisions of this Section. In the event such combination occurs, the owner(s) of the combined Lots shall continue to have the same rights and obligations concerning this Amended Declaration and the Association as though the Lots had not been combined. By way of example and not limitation, the owner(s) of the combined Lots shall have two votes in the Association despite the provisions of Article IV, Section 1 of this Amended Declaration and the combined Lots shall be allocated a fraction of the common expenses of the Association in which the numerator is 2 and the denominator is sixty-seven despite the provisions of Article V, Section 5 of the Declaration.

## ARTICLE XIII

### General Provisions

Section 1. Rules and Regulation. The Association shall have the right to impose rules and regulations upon the Owners concerning use of the Common Area, Association Water, and any other Association property; provided, all rules and regulations shall apply equally and uniformly to all Lots and Owners.

### Section 2. Enforcement.

2.1 The Association or the Owner of any Lot may enforce any provision of this Amended Declaration in an action at law or in equity. The relief sought may include damages (including, for example, consequential and incidental damages) for any violation, or injunctive relief, or both. This listing of possible remedies is not exclusive. It is the intent of the Owners that the Association or an Owner may obtain any relief available under the then applicable law or the provisions of

this Declaration for violation of any provision of this Amended Declaration. All such rights and remedies shall be cumulative.

2.2 In any litigation or other proceeding concerning enforcement or interpretation of this Amended Declaration, the prevailing party shall be entitled to recover reasonable attorneys fees and court costs, in addition to any other relief available to that party.

Section 3. Term. The provisions of this Amended Declaration shall each constitute covenants running with the land applicable to all of the Lots, binding Declarant under the previous Declaration of October 27, 1993 referenced above, and all persons and entities claiming by, through, or under them for a period of twenty (20) years from the date of this Amended Declaration. Thereafter, this Amended Declaration shall be automatically extended for successive periods of twenty (20) years each, without action by or notice to any person or entity.

Section 4. Amendment. Subject to the provisions of Section 38-33.3-217(1)(5) and (6), C.R.S., all or any portion of this Declaration may be supplemented, changed, or canceled in whole or in part at any time by the consent of 67% of the Lots evidenced by an instrument in writing signed by at least 67% of the then Owners of the Lots; in a manner provided by law at the time for conveyance of real property, when that instrument is duly recorded in the office of the Clerk and Recorder of Mesa County, Colorado. Upon recordation in that manner, any modification of this Amended Declaration shall be valid and binding upon the then Owners of the Lots and their heirs, personal representatives, successors in interest, and assigns.

Section 5. CCIOA Controls. Any provision of this Amended Declaration in conflict with the provisions of CCIOA shall be void and of no effect.

Section 6. Notice. Any notice or demand required or permitted by this Amended Declaration shall be in writing and shall be sent by United States first class mail, postage prepaid, to the address of the Owner of the Lot(s) to receive notice at the address provided by the owner for that purpose to the secretary of the Association. If the Owner fails to provide an address to the secretary, notice shall be sent to the address of the Owner specified in the deed recorded in the Mesa County, Colorado real estate records by which that Owner took title and to the street address of that Lot, if any.

Section 7. Section Headings. The section titles and headings used in this Amended Declaration for identification purposes only and shall not be utilized to interpret or construe the provisions of this Amended Declaration.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions of this Amended Declaration, which shall remain in full force and effect.

Section 9. Binding Effect. The provisions of this Amended Declaration (including, for example, the easements granted by this Amended Declaration) shall be binding upon and for the benefit of the Owners and each and all of their heirs, successors in interest, and assigns.

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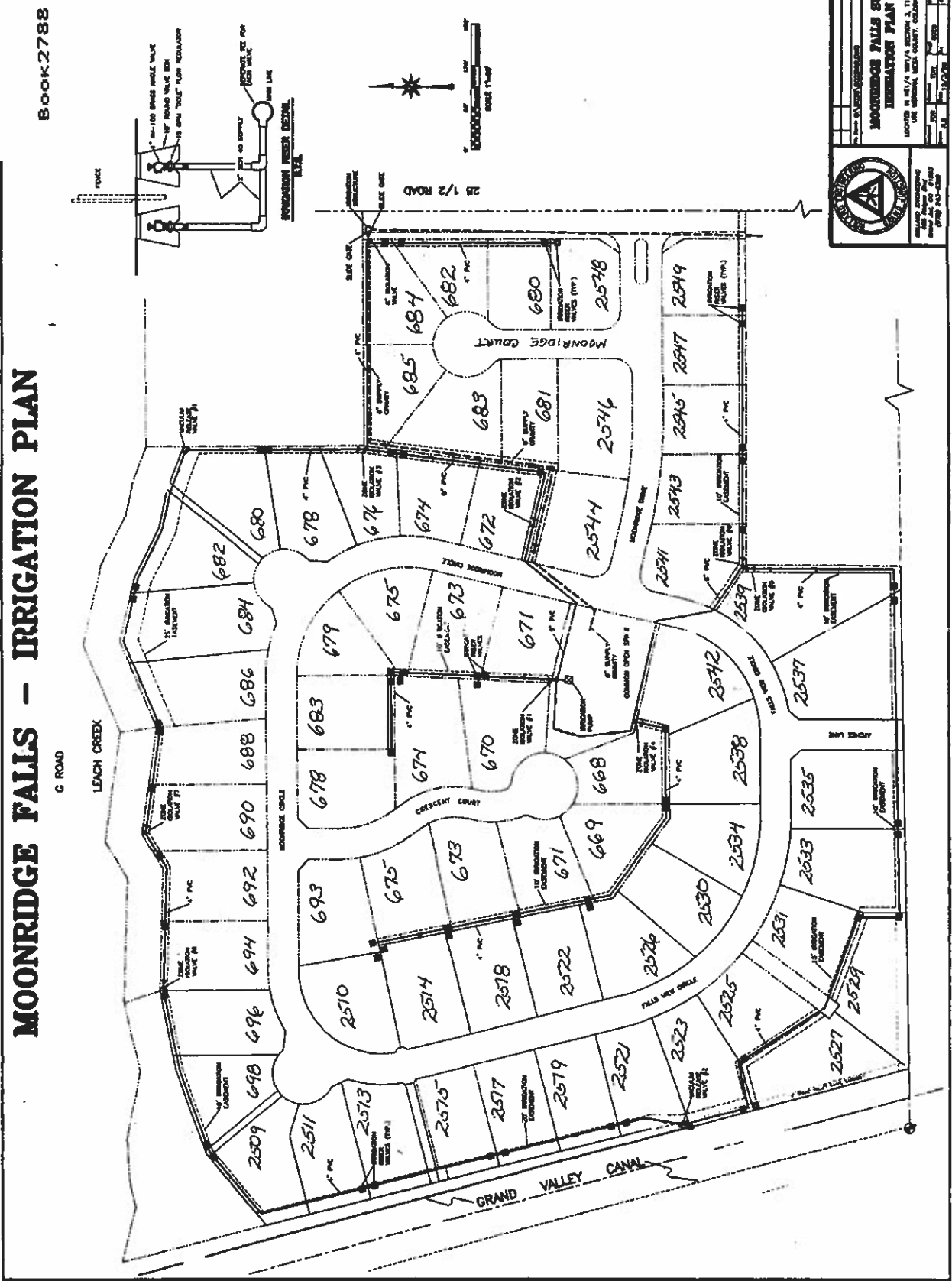
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# MOONRIDGE FALLS - IRRIGATION PLAN

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REORDER NOTE: POOR QUALITY DOCUMENT, PROVIDED FOR REPRODUCTION

**MOONRIDGE FALLS SUB-IRRIGATION PLAN**  
 ENGINEER: JOHN W. BROWN, P.E.  
 REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 12345  
 STATE OF NEW MEXICO  
 PROJECT NO. 2788-448  
 SHEET NO. 1 OF 1



EXHIBIT A