

**EXISTING DECLARATION
WITH CHANGES NOTED IN
MARGIN**

MONIKA TODD CLK&REC MESA COUNTY

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

BOOK 2020 PAGE 408

Declarant owns all of the real property ("Property") located in Mesa County, Colorado, legally described in the attached Exhibit A, which is incorporated by this reference.

Declarant wishes to impose covenants, conditions, and restrictions upon the use of the Property for the benefit of any and all persons now and subsequently owning all or any portion of the Property.

THEREFORE, Declarant declares 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 Declaration, which:

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(a) Are for the purpose of protecting the value and desirability of the Property;

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MONIKA TODD CLK&REC MESA COUNTY

(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 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 Declaration 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 or improvements located on it, or both, 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 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

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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; replacement of 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 25 $\frac{1}{2}$ 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. "Declarant" shall mean and refer to Walid Bou-Matar and Teresa T. Bou-Matar and their successors and assigns.

Section 8. "Declaration" means this 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 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.

Changed to signatories hereof

Changed to conform to actual layout

Section 11. "Lot" (plural "Lots") shall mean and refer to each residential lot shown upon the map of the Subdivision attached to this Declaration, as that map may be amended from time to time as part of the Declarant's rights described in Article XI below.

Section 12. "Owner" (plural "Owners") shall mean and refer to the record owner, 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.

Was Needs cleaned up

Section 13. "Map" means the ^{subdivision map} ~~outline development plan map of the Subdivision attached to this Declaration pursuant to the Requirements of CCIOA.~~ THIS MAP MAY BE CHANGED IN THE FUTURE AND DOES NOT MEAN THE SUBDIVISION OF LOTS SHOWN HAS BEEN APPROVED BY ANY GOVERNMENTAL AUTHORITY.

Amended 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, and together with any additional real property made subject to this Declaration pursuant to Article XI below. The Subdivision is a planned community as defined by CCIOA.

§16 was added by the Third Amendment

§16 Added

ARTICLE II

Restrictions on Use

Reference final subdivision map of Exhibit A

Section 1. ^{Exhibit A} ~~Resubdivision Prohibited. Resubdivision of any Lot shown on any recorded plat of any filing or phase of the subdivision approved by the governmental authority having jurisdiction over such approval process~~ is prohibited.

Section 2. ^{Exhibit A} ~~Use of Property. No portion of any Lot shown on any recorded plat of any filing or phase of the Subdivision approved by the governmental authority having jurisdiction over such approval process~~ 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, "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. BOOK 2146 PAGE 955

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 for 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 measured from original grade to the highest part of the roof.

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 Lots 1, 40, 41, 42, or 43, Block 1 of the Subdivision, except for the Subdivision entrance fence, which shall run the length of the 25 $\frac{1}{2}$ Road frontage of those Lots adjoining 25 $\frac{1}{2}$ 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

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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 Declaration.

6.3 Except as otherwise stated in this section, and except for the entrance fence described in Section 5.2 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 1 through 7 (inclusive), Block 1 of the Subdivision 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 40 through 43, Block 1, Filing 1 of the Subdivision 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 or 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

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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. 4

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 in the Subdivision. 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, kept, or allowed to accumulate on any Lot except in closed, sanitary containers. All containers and

equipment for storage or disposal of such materials 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 Declaration, or (b) as otherwise shall be permitted by the Architectural Control Committee.

§16 was added by the first Amendment dated Jan '94

§16 Added

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 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 a violation of this Declaration, entitling the Association, or any Owner, to exercise enforcement powers under this 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, roof plans showing pitch, roof materials, color, 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 Declaration. The ACC shall prohibit the construction of any dwelling or other structure in excess of twenty-four (24) feet in height.

This was deleted, covered by Art. II, §3.2

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 of vote of the ACC shall be required for the approval or disapproval of any proposed Improvement.

Section 6. Limitation on 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 Declaration.

ARTICLE IV

The Association

Membership; Voting Rights; Declarant Controls

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. Declarant Control.

5.1 Notwithstanding anything stated elsewhere in this Declaration, until the earliest of: (a) ten (10) years after the

All of §5 was deleted except for part of §5.4 and all of §5.5.
cc Filed 5.2

date of recording of this Declaration in the offices of the Mesa County, Colorado Clerk and Recorder; (b) sixty (60) days after conveyance of 75% of the Lots to owners other than Declarant; or, (c) two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business, Declarant may appoint and remove officers and members of the board of directors of the Association, subject to the limitations stated in this section.

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5.2 Not later than sixty (60) days after conveyance of 25% of the Lots which may be created by the terms of this Declaration to Owners other than Declarant, at least one member, and not fewer than 25% of the members, of the board of directors must be elected by the Owners of Lots other than Declarant.

5.3 Not later than sixty (60) days after conveyance of 50% of the Lots which may be created by the terms of this Declaration to Owners other than Declarant, not fewer than 33-1/3% of the members of the board of directors must be elected by Owners other than Declarant.

Changed and becomes § 5.1

5.4 Not later than the termination of the period of Declarant control specified in subsection 5.1 of this Article, the Owners shall elect a board of directors of at least three (3) members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant. The board of directors so elected and officers shall take office upon termination of the period of Declarant control specified above.

9 pages

5.5 Notwithstanding anything to the contrary stated elsewhere in this Section 5, 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, other than a member appointed by Declarant.

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Becomes two paragraphs Association Meetings Board Meetings

Section 6. Quorum. A quorum will be deemed present throughout any meeting of the Association if persons entitled to cast 20% of the votes which may be cast for election of the board of directors of the Association are present in person or by proxy at the beginning of the meeting. A quorum will be deemed present throughout any meeting of the board of directors of the Association if persons entitled to cast 50% of the votes on that board are present at the beginning of the meeting.

ARTICLE V

Covenant for Assessments

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Section 1. Creation of the Lien and Personal Obligation of Assessments. The undersigned, for each Lot within the Subdivision (including any Lots subsequently added under Article XI below), covenants, and each Owner of any Lot by acceptance of a deed for that Lot, whether or not it shall be so expressed in that deed, is

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

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Section 3. Initial Assessment.

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3.1. The initial assessment for Common Expenses of the Association shall be fixed in an amount set by, and made upon the resolution of, the board of directors of the Association.

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

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3.3 Until the board of directors of the Association makes an assessment, all expenses of the Association shall be paid by Declarant.

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Section 4. Date of Commencement of Annual Assessment, Due Dates. ^{and} The first assessment for Common Expenses shall be adjusted according to the number of months remaining in the calendar year

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~~for which the assessment is made, if less than a full year. Thereafter, 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.~~

Changed to correspond to the number of lots

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 ~~the number of Lots then in the Subdivision.~~

5.1 Any Common Expense of 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.

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5.2 If Common Expense liabilities are reallocated ~~for example, by addition of Lots to the Subdivision under Article XI,~~ 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 Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate not to exceed twenty-one percent (21%) per annum set annually by the Association's board of directors.

5/ only 2as items a) and (b)

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

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 ~~no less than annually~~ an operating budget, balance sheet, and cash flow statement for the Association.

Section 3. Delivery of Budget. Within ~~thirty (30)~~ ^{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 Owner to consider ratification of the budget not less than fourteen (14) nor more than ~~sixty (60)~~ ^{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 Declaration, obtain mandatory or injunctive relief, or obtain damages for noncompliance and exercise any other right or remedy for enforcement of this Declaration permitted by law. All of such rights and remedies of the Association shall be cumulative.

Section 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, including eighty percent of all Owners other than Declarant agreeing to

Changed to a date certain
Changed to have budget considered + the end of the year

by Nov. 1 of each year

BOOK 2146 PAGE 964

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such encumbrance, dedication, or transfer has been 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 BOOK 2146 PAGE 965

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 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 to be borne by the Owner of the interfering improvement or structure. *or alteration*

Added for completeness

Section 3. Irrigation Assessments. 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

BOOK 2020 PAGE 422

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 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.

BOOK 2146 PAGE 966

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 property owned on or after the date of this Declaration by 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.

Added by
Amendments
of May '98
and Oct '98

Added Articles XI and XII
Driveway Art XI
Tennis Court Art XII

Special Declarant Rights

Section 1. Addition and Withdrawal of Property. Declarant reserves the right to add or withdraw real estate from the Property covered by this Declaration and to create lots and common elements within the Subdivision. The maximum number of lots that the Declarant reserves the right to create is 75.

Section 2. Special Declarant Rights. Declarant reserves all special declarant rights available under CCIOA, currently codified at Section 38-33.3-103(29), C.R.S.

Deleted

Section 3. No Assurances. No assurance is given concerning the creation, size, location, or continued existence of Lots, Common Areas, easements, or Improvements shown on the map attached to this Declaration, except those shown in the original plat of Filing 1 of the Subdivision recorded in the Mesa County, Colorado real estate records.

Section 4. Limitation on Additional Property. Declarant's development right to add property to the Subdivision is limited to that property described in this section.

4.1 Declarant may add to the Subdivision any property contiguous to that shown on the attached map.

4.2 The Declarant, in addition to any other development right, may amend the Declaration at any time within ten years after the date of recording this Declaration in the office of the Clerk and Recorder of Mesa County, Colorado, add real estate to the Subdivision if specified at the time of such addition; provided, the area of such unspecified real estate added to the Subdivision pursuant to this section shall not exceed 10% of the total area of the Subdivision described in Exhibit A, and the number of Lots in the Subdivision shall not be increased beyond the maximum number stated in Section 1 of this Article.

Section 5. Exercise of Development Rights. Declarant's development rights (as defined in CCIOA) may be exercised with respect to different parcels of the Subdivision at different times. No assurance is made as to the boundaries or orders of those parcels of the Subdivision as to which such development rights may be exercised covered by this Declaration. Any development right exercised as to any portion of the Subdivision need not be exercised in all or any other portion of the remainder of the Subdivision.

Section 6. Assignment by Declarant. Except as restricted by CCIOA or other applicable law, Declarant may assign (from time to time) some or all of Declarant's rights or obligations under this Declaration to any other person or entity and, upon such assignment, shall be relieved from any obligation or liability assigned.

BOOK 2146 PAGE 968

Deleted

Section 7. Sales Office; Models. Despite anything to the contrary stated elsewhere in this Declaration, the Declarant may maintain a sales and/or management office and model homes in the Subdivision. The office may be located on any Lot owned by Declarant and may be relocated to any other Lot owned by Declarant from time to time, at Declarant's sole discretion. The office shall be no more than 1,000 square feet in size and may (but need not be) a mobile or modular home. If Declarant ceases to own any Lot, Declarant shall have a period of 30 days in which to remove the office described above from the Subdivision. The Declarant may maintain one or more signs on the Common Area (including, without limitation, the area between the Subdivision fence and 25 $\frac{1}{2}$ Road) for the purposes of advertising the Subdivision and the sale of Lots. The provisions of this section shall control in the event of any conflict with any other provision contained in this 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.

Deleted

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

Changed to "owners"

2.2 In any litigation or other proceeding concerning enforcement or interpretation of this 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.

*under the previous Declaration
of Oct 27, 1993 referenced above and
BOOK 2020 PAGE 425*

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

BOOK 2146 PAGE 969

at least 67% of
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 other than the provisions of Article XI may be supplemented, changed, or canceled in whole or in part at any time by the consent of ~~67%~~ *at least 67%* of the Lots evidenced by an instrument in writing signed by ~~67%~~ *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 Declaration shall be valid and binding upon the then Owners of the Lots and their heirs, personal representatives, successors in interest, and assigns.

*Changed to
be consistent
with 67%*

Section 5. CCIOA Controls. Any provision of this 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 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 Declaration are for identification purposes only and shall not be utilized to interpret or construe the provisions of this 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 Declaration, which shall remain in full force and effect.

Section 9. Binding Effect. The provisions of this Declaration (including, for example, the easements granted by this Declaration) shall be binding upon and for the benefit of

The Owners

theirs
Declarant and each and all of his heirs, successors in interest,
and assigns.

DATED 10/27/, 1993.

BOOK 2146 PAGE 970

BOOK 2020 PAGE 426

Walid Bou-Matar
WALID BOU-MATAR

Teresa T. Bou-Matar
TERESA T. BOU-MATAR

STATE OF COLORADO

)

COUNTY OF MESA

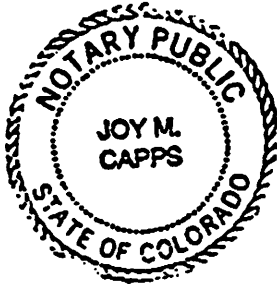
) ss.
)

The foregoing instrument was acknowledged before me the 27th
day of October, 1993, by Walid Bou-Matar and Teresa T.
Bou-Matar.

WITNESS my hand and official seal.

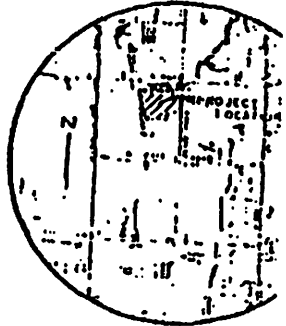
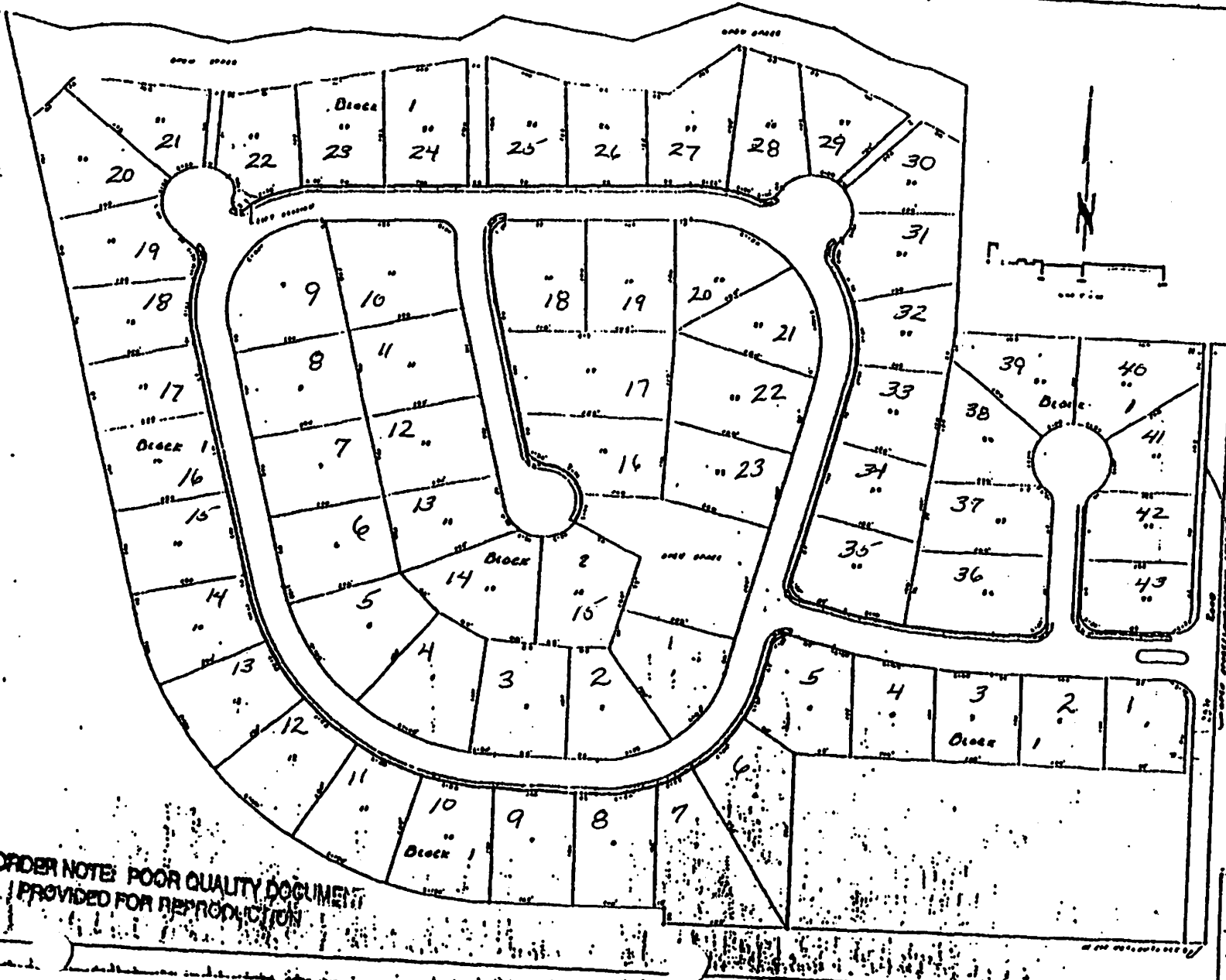
My commission expires: June 15, 1994

CG/19/6197-003/10-26-93



Joy M. Capps
Notary Public

EXHIBIT B



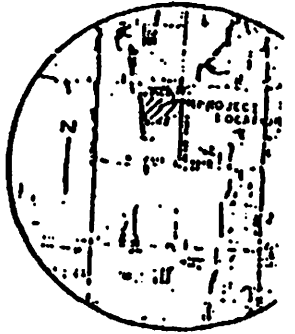
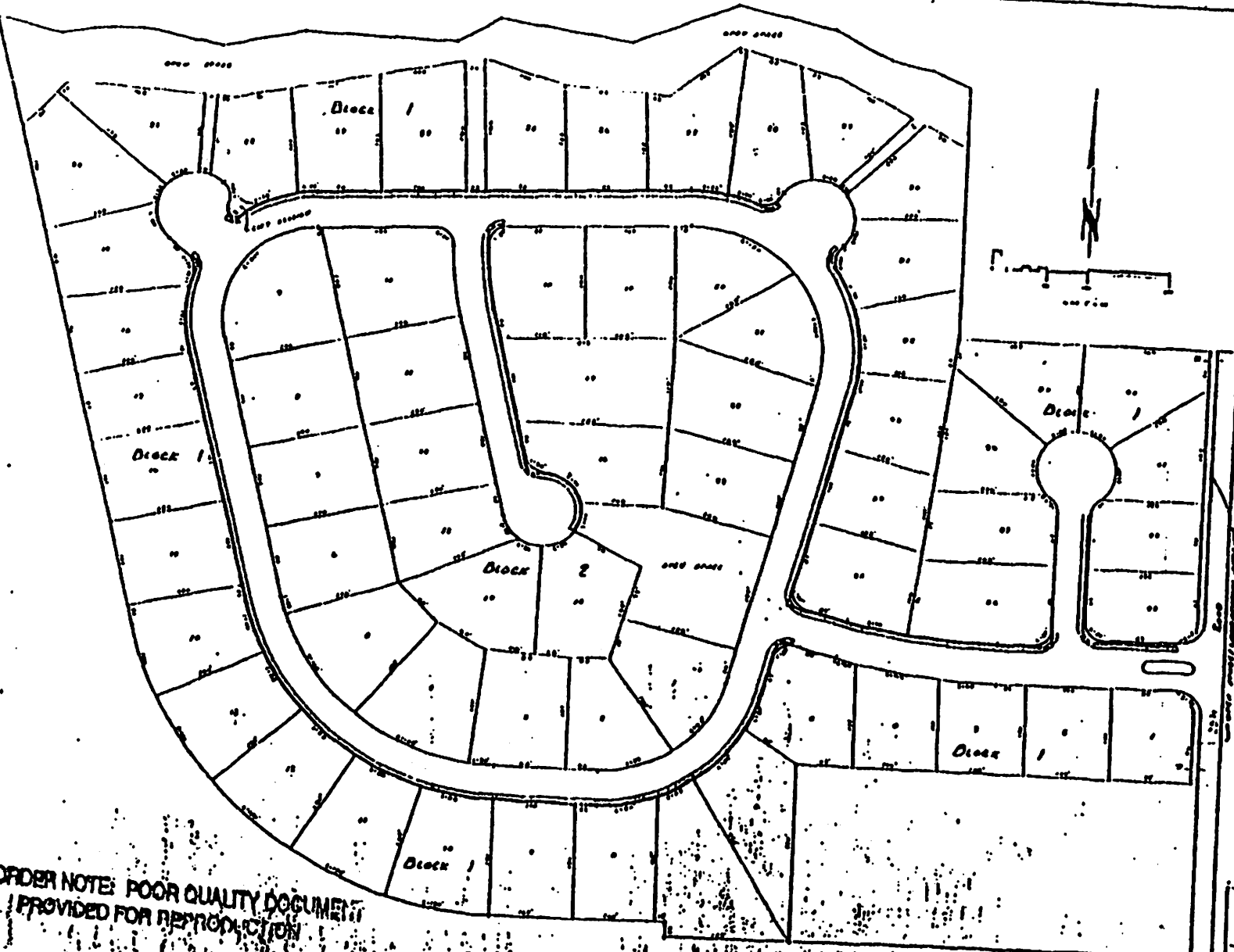
REV. MAP
MAY 1998

Legend
 --- DRAINAGE CHANNEL
 --- PROPERTY LINE

ORDER NOTE: POOR QUALITY DOCUMENT
 PROVIDED FOR REPRODUCTION

MOONRIDGE FALL
 A PART OF THE MOONRIDGE
 METROS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

WILLIAMS ASS
 ENGINEERING & SURVEYING
 1000 10TH ST SW
 SEASIDE, WA 98148



SEE MAP
FOR COPIES

LEGEND
 [Symbol] [Symbol]
 [Symbol] [Symbol]

ORDER NOTE: POOR QUALITY DOCUMENT
 PROVIDED FOR REPRODUCTION

W. H. LIZEN & ASS
 ENGINEERS & ARCHITECTS
 1000 15th St. N.W.
 WASHINGTON, D. C.

EXHIBIT A

The E1/2 NE1/4 NW1/4 lying South of Turpin Wash, also known as East Fork of Persigo Wash,

EXCEPT a parcel of land described as follows:

beginning at a point from which the North Quarter corner of Section 3, Township 1 South, Range 1 West, of the Ute Meridian bears North 150.06 feet;
 thence South 408.07 feet along Quarter line of said Section 3;
 thence West 336.55 feet;
 thence North 313.02 feet to the center of wash;
 thence East along said center of wash 15 feet;
 thence along said center South 38°54' East 78.47 feet;
 thence along said center South 77°19' East 50.21 feet;
 thence along said center North 63°42' East 138.21 feet;
 thence along said center North 43°11' East 145.27 feet to the Point of Beginning, also in the center of said wash; all in Section 3, Township 1 South, Range 1 West of the Ute Meridian;

AND all that portion lying South of Turpin Wash of the NW1/4 NW1/4 of Section 3, Township 1 South, Range 1 West of the Ute Meridian and lying East of the Grand Junction and Grand River Valley Railway Company's former right-of-way, and more particularly described as follows:

Beginning at a point 1317.7 feet North 89°43'45" East from the Northwest corner of said Section 3, which is the Northeast corner of said Subdivision;
 thence South 89°43'45" West 238.7 feet to a point;
 thence South 14°10'45" East 992.3 feet to a point;
 thence Southeasterly on the arc of a 12°20' curve to the left 6.3 feet to a point in the East limit of said subdivision;
 thence North 0°21'15" West 969.6 feet, more or less, to the place of beginning;

AND ALSO all that part of the W1/2 NE1/4 NW1/4 of Section 3, Township 1 South, Range 1 West of the Ute Meridian which lies North and East of the former right-of-way of the Grand Junction and Grand River Valley Railway and South of Turpin Wash, also known as East fork of Persigo Wash.

EXCEPT beginning at the Southeast Corner of the NE 1/4 NW 1/4 of Section 3, T1S, R1W, U.M.; thence S89°14'08"W 509.32 feet: thence N00°02'45"E 220.06 feet: thence

FIRST AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

1670352 10:28 AM 02/04
MONIKA TODD CLK&REC MESA COUNTY

The undersigned are owners of all of the property which is the subject of that certain Declaration of Covenants, Conditions, and Restrictions ("Declaration") recorded November 1, 1993, in Book 2020 at Page 408 in the real estate records of the office of the Clerk and Recorder of Mesa County, Colorado. The undersigned wish to amend the Declaration as permitted by Article XII, Section 4 of the Declaration, as follows:

1. There shall be added to the Declaration Article II, Section 16, which shall read as follows:

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, and such costs shall be assessed to the Owners as part of the annual Association dues.

2. The legal description of the property ("Property") which is the subject of the Declaration was to have been attached to the Declaration as Exhibit A, but was inadvertently omitted by clerical error. The Property is located in Mesa County, Colorado, and legally described as:

All of Moonridge Falls Subdivision, Filing No. One, according to the plat thereof recorded November 1, 1993, in Plat Book 14 at Page 16 of the Mesa County records.

Except as expressly modified by this First Amendment, the Declaration shall remain in full force and effect according to its original terms. The provisions of this First Amendment shall bind and benefit the undersigned and each and all of their heirs, personal representatives, successors in interest, and assigns.

DATED January 27th, 1994.


WALID BOU-MATAR


TERESA T. BOU-MATAR

FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This first Amendment made at Grand Junction, Colorado as of February 20, 1996 to amend the Declaration of Covenants, Conditions and Restrictions ("Declarations") of MoonRidge Falls Subdivision recorded November 1, 1993, in Book 2020 at Page 408 of the Mesa County records.

The undersigned is the successor of the Declarant under the Declaration and the owner of at least 67% of the lots as defined in the Declaration.

The undersigned approves and consents to the following amendments to the Declaration:

- 1. Subsection 3.2 of Section 3 in Article II, shall be amended to read as follows:

3.2 No Residence shall exceed 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.

Except as specifically amended by this First Amendment, the Declaration shall remain in full force and effect according to its original terms.

MOONRIDGE FALLS SUBDIVISION, LLC

By: [Signature]
Walid Bou-Matar, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

1747327 0429PM 02/21/96
MONIKA TODD CLK® MESA COUNTY CO

The foregoing instrument was acknowledged before me this 20th day of February, 1996, by Walid Bou-Matar as Manager of Moonridge Falls Subdivision

WITNESS my hand and official seal.

My commission expires: 12-15-98



[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

BOOK 2046 PAGE 696

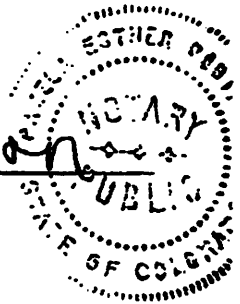
The foregoing instrument was acknowledged before me the _____ day of January, 1994, by Walid Bou-Matar and Teresa T. Bou-Matar.

WITNESS my hand and official seal.

My commission expires:

PAMELA ESTHER ROBINSON
Notary Public State of Colorado
My Commission expires Oct., 29, 1996
401 N. Avenue
Grand Junction, Colorado

Pamela Esther Robinson
Notary Public



A4/15/6197-003

BOOK 2449 PAGE 19

1849468 06/05/98 0232PM
MONIKA TONO CLK&REC MESA COUNTY CO
REC FEE \$20.00 SURCHG \$1.00

4
PAGE DOCUMENT

THIRD AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

THIS AMENDMENT is made at Grand Junction, Colorado, as of 15th Nov., 1998, to amend the Declaration of Covenants, Conditions and Restrictions ("Declaration") of Moonridge Falls Subdivision. The Declaration was originally recorded November 1, 1993 in Book 2020 at Page 408 and re-recorded May 24, 1995, in Book 2146 Page 952. The Declaration has previously been amended by Amendments recorded February 4, 1994, in Book 2046 at Page 695 and February 21, 1996, in Book 2209 at Page 549, all in the Mesa County, Colorado, records.

The undersigned, Moonridge Falls Subdivision, LLC, is owner of Lots 3, 4, 5 and 6, Block 3, Moonridge Falls Filing No. 4. Moonridge Falls Subdivision, LLC, is also the successor of the Declarant under the Declaration. The undersigned together are the owners of at least 67% of the Lots as defined in the Declaration. By signing this Amendment, the undersigned approve and consent to the Amendments of the Declaration described below. Except as specifically amended by this Amendment and the previous Amendments described above, the Declaration shall remain in full force and effect according to its original terms.

A. Article I is amended by the addition of a new Section 16 as follows:

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

B. There is added to the Declaration a new Article XIII as follows:

ARTICLE XIII

Tract A-4 Filing No. 4
Limited Common Area to Provide a Driveway
for Lots 3, 4, 5 and 6, Filing No. 4;
Related Setback Restrictions

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 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 driveways accessing only onto the Driveway.

"B"

BOOK 2447 PAGE 20

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 or 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 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 XIII.

Section 3. Creation of Personal Obligation and Lien Driveway Assessments. Moonridge Falls Subdivision, LLC, as owner of all of the Driveway Lots, 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 agree) to pay to the Association all assessments and charges levied against that Driveway Lot pursuant to this Article XIII while the Owner is the Owner of that Driveway Lot. All Owners of Driveway Lots shall have obligations (and the Association shall have liens and rights for any unpaid assessment for Approved Work on the Driveway pursuant to this Article XIII) equivalent in all respects to the rights and obligations provided in Sections 1, 5 and 6 of Article V of the Declaration.

Section 4. Additional Setback Restrictions. The side yards of 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 the 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 Lot 6 closest to Lot 5 running on a line parallel with the Driveway to the boundary between Lots 5 and 6 (and similarly, a 6-foot fence may be built from the corner of the garage on

Lot 3 closest to Lot 4 running parallel with the Driveway to the boundary between 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 XIII may be modified only by the consent 100% of the Lots evidenced by instrument(s) in writing signed by all of the then Owners of the Lots in a manner provided by law at the time for conveyance of real property, when that instrument is duly recorded in the office of the Clerk and Recorder of Mesa County, Colorado. Upon recordation in that manner, any modification of this Article XIII shall be valid and binding upon the then Owners of the Driveway Lots and their heirs, personal representatives, successors in interest, and assigns.

MOONRIDGE FALLS SUBDIVISION, LLC

By Walid Bou-Matar
Walid Bou-Matar, Manager

Gene ...
Ken ...
Frank ...
Stephen Blair
Teri ...
Albert ...
Ray ...
John ...
Ben ...
Dick ...

Gay ...
David ...
Thelma ...
Nancy ...
Kurtis ...
Phillip ...
Mary ...
Dea ...
Freig ...
C. W. ...

**AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment is made at Grand Junction, Colorado, to amend the Declaration of Covenants, Conditions and Restrictions of Moonridge Falls Subdivision. The original Declaration was recorded November 1, 1993 in Book 2020 at Page 408 and re-recorded May 24, 1995 in Book 2146 at Page 952. The original Declaration has previously been amended by Amendments recorded February 4, 1994 in Book 2046 at Page 695, recorded February 21, 1996 in Book 2209 at Page 646, and recorded June 5, 1998 in Book 2449 at Page 19, all in the Mesa County, Colorado, real estate records. The original Declaration and the previous Amendments described above are referred to below as the "Declaration."

The undersigned together are the owners of at least 67% of the Lots as defined in the Declaration. By signing this Amendment, the undersigned approve and consent to the Amendments of the Declaration described below.

There is added to the Declaration a new Article XIV as follows:

ARTICLE XIV

**SPECIAL PROVISIONS APPLICABLE TO LOT 5 AND LOT 6,
BLOCK 3, MOONRIDGE FALLS SUBDIVISION, FILING NO. 4**

1. Tennis Court Permitted on 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 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 the 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 the 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 the 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 XIV, Section 2 of the 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 the total number of Lots then in the Subdivision, despite the provisions of Article V, Section 5 of the Declaration.

Clara Johnson
2549 Moonridge Dr.

Phillip E. & JoAnn A. Kaspar
660 Crescent Ct.

Richard W. Myrland
674 Crescent Court

Leah & Dennis
679 Crescent Court

Paul Oman
2547 Moonridge Dr.

John & Susan
671 Moonridge Dr.

Carrie & Brock
2535 Fairview Ct.

Walter & Lela
762 Moonridge Dr.

Lizelle Dumont
678 Moonridge Ct.

Salma & Alvin
680 Moonridge Cir.

Don & Kurt Palmer
682 Moonridge Dr. S15C5

N. Kuhl
686 Moonridge Dr.

Sam & Bea D'Agenti
673 Moonridge Cir.

Shanna Rindoff & Karl Rindoff
681 MOONRIDGE CT.

2546 Moonridge Dr.

Wilbur & Susan & David Sutherland
2548 Moonridge Dr.

Vicki Selzer
Chris & Heather Burns

685 Moonridge Ct

Chris West
684 Moonridge Court

Allen Y. Ferguson
688 Moonridge Ct.

Margaret Blair
2545 Moonridge Dr.

[Signature] 683 Moonridge Cir.

[Signature] 679 Moonridge

E. L. P. Davis

Pat Brinegar 688 Moonridge Ct

Gene & Nancy 690 Moonridge

TO ALL OWNERS IN MOONRIDGE FALLS:

We need your attention and help.

Your Board of Directors of Moonridge Falls Homeowners Association have prepared an updated Bylaws and Declaration of Covenants, Conditions and Restrictions (C.C.&R.'s).

This was done to delete obsolete sections that dealt with the developer and declarants Walid Bou-Matar and Theresa Bou-Matar, who are no longer Owners of any property in Moonridge Falls.

Additionally, your Board feels that a budget for a coming calendar year should be prepared in November of each year and presented to the Owners no later than early December. It is also believed by the members of the Board that the members of the Board should be elected in late November or early December so that the new Board will be responsible for the budget for the full year rather than from May or June of the year.

Consequently, the Bylaws and CC&R's were changed to provide for an annual meeting in late November or early December.

A copy of the present Bylaws and CC&R's are enclosed. These documents have notations in the left column to show the changes that were made.

Also enclosed is a copy of the resulting updated Bylaws and CC&R's.

Please carefully review these documents and give your question and/or comments to one of the members of the Board. (Names, addresses and phone numbers appear at the end of this letter.) It is our goal to have the updated Bylaws and CC&R's signed by all Owners by the end of November or no later than December 2, 2000. Therefore, please return the signed signature page to Ed Hartz as soon as possible. (Call me and I will pick it up.) Please note that the signing has to be done before a Notary Public. We will have a Notary present at our December 2nd meeting for those who have not completed and returned their signature page before this date.

The Board is calling a special meeting for Saturday, December 2, 2000 at 3:00 PM at Ramada Inn on Horizon Drive, to complete the changes to the Bylaws and CC&R's, and if approved, to elect the members of the Board for the year 2001.

This will be a holiday party with delicious hors d'oeuvres and a cash bar.

Ed Hartz	2537 Falls View Circle	243-5803
Ed Schlegel,	678 Crescent Court	241-0011
Don Fifield	692 Moonridge Circle	245-1057
Sheryl Fitzgerald	682 Moonridge Court	243-6006
Bob Turner	671 Moonridge Circle	243-7744

Attach.

F:\msword\moonridge\OwnersNoticeReCC&R's

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.