

PRELIMINARY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BREEZE PLACE

Indexing Notes

Index in:

- The grantee's index under **"The Breeze Place"** (the name of the Common Interest Community) and **"The Breeze Place Homeowner's Association, Inc."** (the name of the Association)
- The grantor's index under the name of **"Breeze Place, LLC"** (the name of the Declarant executing the Declaration)

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The Declaration OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE BREEZE PLACE (“Declaration”), is made this ____ day of _____, 2022 by Breeze Place, LLC, a Colorado limited liability company (the “Declarant”).

RECITALS/DECLARATION:

- A. Declarant is the owner of that certain real property in the County of Grand, State of Colorado, which is described on Exhibit A and is subject to the title exceptions set forth on Exhibit B, both of which are attached hereto and incorporated herein by this reference.
- B. Declarant desires to create a “Planned Community,” as such term is defined by the Colorado Common Interest Ownership Act, to be known as “The Breeze Place,” and to subject and place upon the above-described property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvement, sale and ownership of said property, to the end that a harmonious and attractive development of said property may be accomplished and the health, comfort, safety, convenience and general welfare of the Declarant, as hereinafter defined, its successors and assigns in said property, or any portion thereof, may be promoted and safeguarded.
- C. Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with the above-described property, or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

1. **“Act”** shall mean the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101, et al., as amended.
2. **“Allocated Interest(s)”** means the Common Expense Liability and votes in the Association allocated to each Lot. The Allocated Interest for each Lot shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots then within the Common Interest Community.

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3. **“Architectural Review Committee”** shall mean and refer to the committee appointed by the Declarant or by the Association to review and approve or disapprove plans for Improvements, as more fully provided in the Declaration.
4. **“Association”** shall mean The Breeze Place Homeowner’s Association, Inc., a property owners’ association organized under section 38-33.3-301 of the Act.
5. **“Board”** shall mean the Board of Directors of the Association, as more particularly defined in the Bylaws.
6. **“Bylaws”** shall mean the Bylaws of the Association, and any other instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including any amendments to those instruments.
7. **“Common Expense(s)”** means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.
8. **“Common Expense Liability”** means the liability for Common Expenses allocated to each Lot and which Common Expense Liability for each Lot shall be equal to the Allocated Interest of such Lot.
9. **“Common Properties”** shall mean those areas of real estate shown on the Plat as road, trail and utility easements (or otherwise identified herein) and intended to be devoted to the common use and enjoyment of the Owners of the Property.
10. **“Common Interest Community”** shall mean the real estate described in the Declaration, as supplemented and amended from time to time, with respect to which a person by virtue of such person’s ownership of a Lot, is potentially obligated to pay for the real estate taxes, insurance premiums, maintenance, or improvements of other real estate described in the Declaration.
11. **“Declarant”** shall mean Breeze Place, LLC, a Colorado limited liability company, and those of its successors and assigns to which it has delegated its rights as Declarant hereunder in a written instrument filed with the Clerk and Recorder of the County of Grand, State of Colorado.
12. **“Declaration”** shall mean the Declaration of Covenants, Conditions and Restrictions and any other recorded instruments, however denominated, that creates this Common Interest Community, including any amendments to those instruments and also including, but not limited to, plats and maps.

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13. **“Design Standards”** shall mean the standards promulgated by the Board or by the Architectural Review Committee for the purpose of establishing community-wide standards for new improvements and for giving guidance to Owners in connection with the design, construction and approval of such improvements.
14. **“Development Rights”** shall mean any right or combination of rights reserved by the Declarant in the Declaration to add real estate to this Common Interest Community and to create Lots or Common Properties in connection with the addition of such real estate.
15. **“Half-Story”** shall mean the space under a sloping roof that has the line of intersection of roof decking and wall not more than three feet above the top floor level and which space not more than 60% of the floor area is completed for principal or accessory use.
16. **“Improvement(s)”** shall mean and refer to all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including, but not limited to houses, buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment.
17. **“Kirtz Ditch”** shall mean the ditch depicted and labeled as Kirtz Ditch on the Plat.
18. **“Living Unit”** shall mean any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.
19. **“Lot”** shall mean a plot of land designated as a Lot upon the Plat described on the attached Exhibit A.
20. **“Lot Line”** shall mean the dividing lines between the Lots as depicted on the Plat.
21. **“Lots”** shall mean the 14 Lots, each larger than 35 acres in size, created by the Declarant and depicted and described on the Plat and on the attached Exhibit A.

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22. **“Member”** shall mean and refer to each Owner; membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.
23. **“Owner”** shall mean the Declarant or other Person who owns a Lot, but does not include a person having an interest in a Lot solely as security for an obligation. The Declarant is the owner of any Lot created by the Declaration until that Lot is conveyed to another Person.
24. **“Period of Declarant Control”** shall mean and refer to a length of time expiring ten (10) years after initial recording of the Declaration in the county in which the Common Interest Community is located; provided, that the Period of Declarant Control shall terminate no later than sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created to Owners other than the Declarant, two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business, or two (2) years after any right to add new Lots to the Declaration was last expired.
25. **“Person(s)”** shall mean a natural person, a corporation, a partnership, an association, a trust, or any other entity or any combination thereof.
26. **“Plat”** shall mean the Land Survey Plat recorded concurrently with the Declaration and any amendments thereto.
27. **“Property”** shall mean all of the “Existing Property” as identified in Exhibit “A” and additions thereto, which are subject to the Declaration or any Supplemental Declaration to the Declaration.
28. **“Rules and Regulations”** shall mean any instruments, however denominated, which are adopted by the Declarant or the Association, as applicable, for the regulation and management of the Common Interest Community, including any amendment to those instruments.
29. **“Security Interest”** shall mean an interest in real estate or personal property created by contract or conveyance which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.
30. **“Security Interest Holder”** shall mean and refer to any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest or any successor to the interest of any Person under such Security Interest.

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31. **“Special Declarant Rights”** shall mean the rights reserved for the benefit of the Declarant in the Declaration. In the exercise of Special Declarant Rights, the term Improvement shall mean and refer to construction or installation of roads, trails, and underground utilities along or under said roads and trails within the easements depicted upon the Plat. All of the Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Common Interest Community. Declarant may exercise any or all of these Special Declarant Rights at any time and from time to time. Such rights shall terminate automatically on the earlier of the following events: (a) conveyance of the last Lot by Declarant to a Owner other than Declarant; or (b) ten (10) years from the date of recordation of the Declaration, except with respect to the appointment of officers and directors which may only be exercised in accordance with the Declaration.

32. **“The Breeze Place”** is the name of the Common Interest Community.

ARTICLE II PROPERTY SUBJECT TO THE DECLARATION

1. **Existing Property.** The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to the Declaration is located in the County of Grand, State of Colorado, and is more particularly described in Exhibit A attached hereto and made a part hereof by this reference. All the real property described in Exhibit A is referred to as “Existing Property” and includes 14 Lots, each of which contains at least 35 acres.

2. Additions to Existing Property in Accordance with a General Plan of Development.

The Declarant, its successors and assigns, shall have the right to bring within the scheme of the Declaration the SW1/4NW1/4 of Section 27, T2N, R80W of the 6th P.M., bringing the total number of potential Lots in the Common Interest Community to 15. The addition authorized under this subsection, shall be made, if at all, by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of the Declaration to such property. The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of the Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the covenants established by the Declaration with regard to the Existing Property. Declarant makes no assurances that the additional property will be added; nor does the Declarant make any assurances as to the order in which part or parts of such property may be submitted to these Declarations, except as provided herein.

3. **Further Subdivision.** In the absence of unanimous written consent of all Owners, no Lot may be re-subdivided into smaller lots, tracts, or parcels, nor conveyed or encumbered in any size less than the full dimensions as shown on the Plat, provided, however, reasonable adjustments, conveyances or dedications of easements for utilities or roads are allowed without such written consent.

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ARTICLE III RESTRICTIONS

1. **General Plan.** It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Lots, all in order to enhance the value, desirability, and attractiveness of the Lots and promote the sale thereof.
2. **Restrictions Imposed.** This Common Interest Community is subject to recorded easements and other matters recorded with the Clerk and Recorder of Grand County, Colorado. In addition, the Declarant declares that all of the Lots shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon, and hypothecated subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in the Declaration.
3. **Residential Use.** Each Lot shall be limited to one single-family residence. Unless approved by the Architectural Review Committee, no structures may be erected, altered, placed, or be permitted to remain on any Lot other than: (1) one detached single-family dwelling, which may not exceed 35 feet measured from the lowest point where the structure meets the ground in height, (2) a private garage for not more than 4 cars, and (3) other outbuildings such as barns incidental to residential use of the premises. Notwithstanding the foregoing, one accessory structure—either a caretaker residence or guest house (but not both)—is permitted. No Lot shall be used at any time to operate a bed and breakfast facility, short-term rental, or any other business, commercial, or professional enterprise or operation; provided, however, that an Owner may use their Lot for professional or home occupation businesses, such as a licensed family child care home allowed under the Act, so long as the applicable zoning regulations permit such use and there is no external evidence or unreasonable interference to other residents of Lots within the Property.
4. **Architectural Review.** The Architectural Review Committee will review all new construction plans for (1) harmony of external design with existing structures in the development, (2) conformity with the design review guidelines promulgated by the Architectural Review Committee and the standards included in the Declaration, (3) the propriety of location of any new Improvement with respect to topography, boundary lines and finished ground elevation, and (4) the appropriateness of all building materials selected for such new construction. No Improvement shall be erected, placed, or altered on any premises in the Common Interest Community until the building plans, specifications, or plot plan showing the location of such building or improvement have been approved in writing by the Architectural Review Committee.
5. **Building Materials.** The Architectural Review Committee shall have broad discretion to determine whether appropriate building materials conform with the guidelines it establishes and

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shall have the right to refuse to approve any new construction that is unsuitable or undesirable in the Architectural Review Committee's opinion. Owners should refer to the Design Standards for The Breeze Place for specific guidance on acceptable building materials and procedures for approval of plans. Any outbuildings must be constructed to compliment the main residence on a Lot with similar color combinations. Barns and outbuildings are specifically allowed subject to the restrictions included in this paragraph. Unless approved by the Architectural Review Committee, outbuildings shall be no greater than one hundred fifty percent (150%) of the size of the main residence on a Lot.

6. **Distance Restrictions.** Aside from driveways and utilities located along such driveways, no Improvement may be erected upon any Lot closer than 100 feet from any Lot Line or closer than 150 feet from any road or utility easement. Nothing herein shall prohibit the Architectural Review Committee from allowing fences between or upon Lots.
7. **Above Ground Utilities Prohibited.** Except for renewable energy generation devices, as defined in C.R.S. 38-30-168, no above-ground utilities, including but not limited to electric, gas, water, or fiberoptic or coaxial cables, are allowed within the Common Interest Community.
8. **Nuisances.** No noxious or offensive trade or activity is allowed on any Lot, nor may anything be done thereon which may be or become an annoyance or nuisance to other Owners. Without limiting the generality of the foregoing, no light may be emitted from any Lot that is unreasonably bright or causes unreasonable glare; no sound may be emitted from any Lot that is unreasonably loud or annoying; and no odor may be emitted from a Lot that is noxious or offensive to others. No trash, garbage, litter, refuse, junk, boxes, bottles, cans, implements, machinery, lumber or other building materials may be permitted to accumulate or to remain exposed on any Lot, except as necessary during any period of construction.
9. **Maintenance and Repair.** Every Owner of a Lot shall at all times keep and maintain their Lot and any Improvements thereon in good repair and in a good, clean, sightly and wholesome condition.
10. **No structures for Temporary Habitation.** Aside from a guest or caretaker's house that has been previously approved by the Architectural Review Committee, no trailer, mobile home, motorhome, basement, tent, shack, garage, barn, or other outbuilding erected on a Lot may be used at any time for temporary or permanent human habitation. Notwithstanding the foregoing, the structures listed in the previous sentence may be used for temporary habitation for a period not to exceed 18 months during construction of a primary residence if first approved in writing by the Architectural Review Committee. No more than two recreational vehicles (motorhomes, motor boats, house boats, snowmobiles, ATV's) may under any circumstances be maintained, stored, or kept on any Lot, unless housed completely within a structure that has been approved by the Architectural Review Committee for such purpose.

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11. **Minimum/Maximum Habitable Floor Area.** All main residences shall contain habitable floor area, exclusive of basements, porches, and garages, of not less than 1,500 square feet in the case of a one-story structure or of not less than 2,000 square feet in the case of a one-and-one-half, two, or, two-and-one-half story structures. In no event shall a main residence contain more than 7,500 square feet.

12. **Animal Restrictions.** Subject to the limitations set forth below, typical farm and ranch animals, such as horses, cattle, sheep, goats, rabbits, llamas, and poultry (referred to hereinafter as non-house pets), along with typical house pets, such as dogs and cats, are allowed to be kept and maintained on Lots. In no event may more than twelve (12) non-house pets and two house pets be kept upon a Lot at any time. All animals, whether they be non-house pets or house pets, shall be kept corralled, penned or under owner control at all times. An Owner shall, upon written demand by the Board, remove from the Property any animal(s) deemed objectionable or a nuisance by the Board. Likewise, any animal deemed vicious by the Board shall, upon written demand by the Board to the Owner of said animal, be kept on a leash or properly penned. If the Owner fails to promptly comply with such directions, the Board shall have the authority to cause such animal to be removed from the premises at the expense of the Owner of the Lot on which the animal is kept, as the case may be. Any such cost may be collected in the same manner as an annual or special assessment.

13. **Fence Restrictions.** No fence, wall, hedge or mass planting shall be permitted to impede the full usage of, extend upon, or cross any road or trail easements on the Property. The only permitted fencing shall be wire fencing necessary to contain animals, or for fencing applicable to licensed family child care homes in accordance with the Act. All wire fencing shall be constructed to be wildlife friendly, as defined by Colorado Parks and Wildlife. Any other fencing desired by a Owner must be approved in writing by the Architectural Review Committee.

14. **Kirtz Ditch Crossings.** Any road crossing the Kirtz Ditch shall require the installation of a culvert therein so as to not impede the flow of water in the ditch.

15. **No Oil Drilling or Mining.** Mineral development, oil drilling, oil development operations, refining, mining operations of any kind, or quarrying are not permitted upon any of the Property.

16. **Sign Prohibition.** There shall be no signs except: (1) signs as may be deemed reasonable and necessary by the Architectural Review Committee, such as, but not limited to “No Trespassing,” “No Hunting,” “Private Trails,” “Slow: Children Playing,” etc.; (2) signs used to identify the residential addresses or names of occupants (the combined or total area of such signs shall not exceed four square feet in area on any residential lot); (3) standard “For Sale” signs not to exceed four square feet; or (4) signs, flags religious items or symbols allowed under the Act. No back-lighted or neon-type illuminated signs shall be allowed on the Property.

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17. **Automobiles.** No junk automobiles or automobiles not in ordinary operating condition may be parked or stored upon the Property, except in an enclosed garage. If this provision is violated, the Architectural Review Committee shall have, in addition to the other rights granted hereunder, the right to remove any such automobile at the expense of the Owner of the Lot or, if the automobile is on Common Properties, at the expense of the Owner of the automobile. The Board may collect the amount of such expense in the same manner as a special assessment.

18. **Storage of Equipment/Materials Prohibited.** Except during construction, no Lot may be used for any type of equipment or material storage. Any such material or equipment must be expeditiously removed upon completion of construction.

19. **Construction Deadline.** Any building or structure which is built on any Lot shall have the exterior walls and roof completed within eighteen (18) months after commencement of construction. For purposes of this section, commencement of construction shall mean such time as the work necessary for constructing the foundation walls for the structure has been initiated.

20. **Utility Easements and Installation.** Any and all public utility companies may enter onto the Property, including the Lots, and trim and remove trees and vegetation as necessary to install utilities. All utilities on the Property must be buried.

21. **Sewage Systems.** No sewage disposal system, sanitary system, cesspool or septic tank shall be constructed, altered or allowed to remain or to be used on any Lot, unless fully approved as to design, capacity, location and construction by all applicable regulatory agencies of the State of Colorado and Grand County.

22. **Screening Required.** Any clothes lines, woodpiles, above-ground fuel tanks, satellite dishes or storage piles on any Lot must be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring Lots, streets, access roads or trail easements. All rubbish and trash shall be removed from each Lot and shall not be allowed to accumulate. Trash may not be burned thereon, except in burners approved by the Board as to location, design, materials and construction, and except at such hours of the day as shall be established by the Board.

23. **Antennae Restriction.** No towers, satellite dishes, radio, or television antennae may be erected higher than the highest roof of a dwelling house on any Lot without the prior written authorization of the Architectural Review Committee. Any such tower, satellite dish, radio, or television antennae must be attached to a dwelling house. Satellite dishes greater than eighteen inches wide are prohibited.

24. **Tree or Vegetation Removal.** Tree or vegetation removal shall be subject to the following provisions:

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- a. Owners may cut or trim trees and brush growing upon the Owner's Lot as they deem appropriate. In the event any trees or brush are cut or trimmed, the Owner shall be required to remove all portions of the trees or brush from the Lot, including the slash. The cutting of trees into firewood stacked neatly on a Lot or mulching and dispersal of the mulch shall be deemed to meet the requirements of removal from the Lot. Stumps need not be removed if cut off to ground level. If not cut off to ground level, stumps must be removed and hauled away.
 - b. In the event an Owner does not properly remove and clean up any residual debris after tree or brush removal, the Board is hereby authorized to cause the clean up to be done at the Owner's expense and, if not timely paid, the Board may collect such unpaid sums in the same manner as a special assessment.
 - c. Owners are encouraged to remove dead and diseased trees, brush or lifeless limbs. When notified in writing by the Board of diseased trees, fallen trees or trees damaged by natural causes, an Owner shall remove such trees within a reasonable time and at Owner's expense. If any Owner fails to comply, the Board shall be authorized to remove or cause such trees to be removed and charge the owner for the cost thereof. If the costs therefore are not timely paid, the Board may collect such unpaid sums in the same manner as a special assessment.
25. **Main Residences and Guest or Caretaker Houses.** One guest house or one caretaker house may be constructed prior to a main residence, provided, however, that construction of the main residence must be completed within three (3) years of completion of guest or caretaker house. The size of the guest or caretaker house may not exceed fifty percent (50%) of the total square footage of the main residence.
26. **Tanks.** No elevated tanks of any kind may be erected, placed, or permitted upon any Lot. Any tanks to be used in connection with any residence, including tanks for the storage of gas, oil, or water must be below ground, or, if above ground, must be located and screened in a manner approved in writing by the Architectural Review Committee.
27. **Driveways.** To the extent possible, driveways should be located so as to minimize water run-off and erosion. Culverts meeting standard county requirements, if conditions require, shall be installed by the Owner wherever the driveway enters a shared access road.
28. **Fireplaces/Woodburning Stoves/Outdoor Woodburning Heaters.** No fireplaces, wood- or fuel-burning stoves, or outdoor wood-burning heaters, may be installed, unless the same have been tested, certified, and labeled for emission performance in accordance with applicable local, state, and federal laws.

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29. **Compliance with Law.** All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed. Without limiting the generality of the foregoing, every Owner shall comply fully with all zoning, building and other requirements relating to the ownership, use and improvement of their Lot, including restrictions upon building height, bulk, size, placement of structures, set-backs and similar restrictions. Any violation of any federal, state or local law, ordinance will be a violation of the Declaration subject to all of the enforcement procedures set forth herein.

30. **Rule of Strict Construction Not Applicable.** The strict application of the covenants, limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing by the Board.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

1. **Road, Utility and Trail Easements.** Common Properties shall include the road, utility, and trail easements (as dedicated, depicted, and described on the Plat), which are reserved for the benefit of the Declarant, Owners, and the Association, as applicable, for the following purposes:
 - a. The road easements shall provide for vehicular ingress and egress to the Lots, but may also be used for the non-motorized trail easement purposes described below. In no event shall the road easements be used for motorized recreational purposes. The Declarant or the Association may enter in and upon any Lot at any time to construct, repair, replace, or change drainage structures or to perform such grading, drainage, or corrective work as Declarant or the Association may deem necessary or desirable in their sole discretion from time to time to preserve and maintain the road easements.
 - b. The utility easements shall provide for the installation, maintenance, and operation of underground utilities serving the Lots.
 - c. The trail easements are for non-motorized recreational hiking, cross-country skiing, mountain biking, and equestrian use only. Usage of the trail easements shall be restricted to the Owners, their families, guests, and invitees. No motorized vehicles are permitted to use the trail easements for recreational purposes, and recreating on road easements with motorized vehicles is prohibited. The Declarant and the Association may enter in and upon any Lot at any time to preserve and maintain the trail easements by constructing, repairing, replacing, or changing drainage structures or by performing such grading, drainage, or corrective work as Declarant or the Association may deem necessary or desirable in their sole discretion.

2. **Members' Easements of Enjoyment.** Subject to the provisions of the Declaration, every Member shall have a non-exclusive right and easement to access their Lots and to enjoy recreation-related activities on the Common Properties. Such easements shall be appurtenant to and

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shall pass with the title to every Lot. Each Owner is responsible for ensuring that the Owner's family, tenants, and guests comply with the Declaration and all applicable rules and regulations when utilizing the Common Properties.

3. **No Public Dedication.** The Common Properties are not dedicated for the use by the general public, but are dedicated only to the common use of the Owners.

4. **Title to Common Properties.** Legal title to the Common Properties shall be retained by the individual owner of the Lot burdened by the reservation or the grant of perpetual easement resulting in or creating the Common Properties. Legal title to the easement in and to the Common Properties shall be held in the name of the Association.

5. **Extent of Members' Easements.**

The easements created herein shall be subject to the following superior rights of the Declarant or the Association, as applicable:

- a. The right of exclusive control over the construction, maintenance, and management of the Common Properties; and

- b. The right, as provided in the Association's governing documents, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid and for any infraction of its duly adopted rules and regulations; provided, however, that no suspension of ingress and egress rights to a Member's Lot shall be permitted due to non-payment of assessments; and

- c. The right to charge users who are not Members reasonable access or maintenance fees for the use of the Common Properties; and

- d. The right to enter into, grant, take, perform or enforce any contract, lease, agreement, license, easement or right-of-way affecting the Common Properties for any purpose(s) the Board may deem to be useful or otherwise appropriate for the benefit of Owners, their family members, guests, or invitees; and

- e. The right to close or limit the use of the Common Properties while maintaining, repairing and making replacements in the Common Properties.

The Declarant and Association will also have the right to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided however that no such dedication or transfer or determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast sixty-seven percent of the votes of membership has

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been recorded, agreeing to such dedication, transfer, purpose, or conditions, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 30 days in advance of any action taken.

6. **Indemnification and Hold Harmless.** Use of the Common Properties by an Owner or the Owner's family, tenants, guests or invitees is subject to the Owner's indemnification of the Association and all other Owners from any damage or injury to person or property, regardless of ownership of the underlying property. Each Owner agrees to hold harmless and protect the Association and all other Owners from any claims for damages or injury to person or property related to use of the Common Properties by the Owner or the Owner's family, guests or invitees. The indemnification and hold harmless responsibilities of each Owner provided for in this section include the reasonable attorney's fees and costs of any party against whom a claim is made on account of use of the Common Properties by an Owner or the Owner's family, guests, and invitees.
7. **Easement for Encroachments.** To the extent that any portion of the Common Properties encroach onto any Lot, a valid easement for the encroachment shall exist.
8. **Easements Deemed Created.** All conveyances of any Lot hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article IV, even though no specific reference to such easements or to this Article IV appears in the instrument of conveyance.

ARTICLE V ASSOCIATION

1. **Organization.** The Association is a nonprofit Colorado corporation created for the purposes, charged with the duties, and invested with the powers set forth in the Declaration, the Association's governing documents, the Act, and as otherwise prescribed by law.
2. **Association Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Board shall determine to be necessary or desirable for the proper administration of its responsibilities, whether such personnel are furnished or employed directly by the Association or by contracting with a person or an entity. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the administration of the Property or the enforcement of the Declaration and the Association's governing documents. The Association may arrange with others to furnish road maintenance, snow removal, trash collection, and other common services for the benefit of the Property. The Association may obtain appropriate insurance, including but not limited to casualty insurance, comprehensive general liability insurance, directors and officers errors and omissions insurance, and fidelity bonds. The costs of such services and insurance shall be an annual Common Expense assessment levied against Lots as provided in the Declaration.

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3. **Rules and Regulations.** The Board may adopt rules and regulations, which shall be consistent with the rights and duties established in the Declaration and which may cover any and all aspects of the Association, including the use and enjoyment of Common Properties. Each Member shall be entitled to obtain a copy of such rules and regulations and any amendments thereto upon request.
4. **Governance Policies.** The Association shall adopt and maintain governance policies to guide governance and operation of the Association.
5. **Membership.** The membership of the Association at all times shall consist exclusively of all Owners of record. There shall be one (1) membership for each Lot in the Property. If a Lot is owned jointly or in common by more than one (1) person or entity, the membership appurtenant to such Lot shall likewise be held jointly or in common in the same manner as the title to the Lot is held. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
6. **One Class of Membership.** The Association shall have one class of voting membership. Each Owner shall be entitled to one (1) vote for each Lot owned, except that no votes allocated to a Lot owned by the Association may be cast. The total number of votes that may be cast in connection with any matter shall be equal to the total of all Lots then existing within the Common Interest Community.
7. **Declarant Control.** For the Period of Declarant Control, the Declarant or any Persons appointed by the Declarant may appoint and remove all officers and members of the Board that have been appointed by such Declarant; provided, however, no later than sixty (60) days after conveyance of four (4) of the initial fourteen (14) Lots created concurrently with the Declaration to Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board must be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of seven (7) of the initial fourteen (14) Lots created concurrently with the Declaration to Owners other than Declarant, not less than thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the members of the Board must be elected by Owners other than the Declarant. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the Period of Declarant Control; but, in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before becoming effective.
8. **Meetings.** Meetings shall be conducted in accordance with the Declaration, the Bylaws, the governing policies adopted by the Association, and pursuant to the requirements set forth in the Act. In the event of any conflict over the conduct of meetings, the Act shall control over the

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Declaration, Bylaws and governing policies of the Association. All meetings of the Association are open to every Owner. All Owners are permitted to attend, listen, and speak at an appropriate time during Association meetings. In addition, an annual meeting of the Members is to be held during each fiscal year of the Association at such time, date and place as the Board determines.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

1. **Composition of Committee.** The Architectural Review Committee shall consist of three (3) or more persons appointed by the Board; provided, however, that until termination of the Period of Declarant Control, Declarant shall have the right to appoint the members of the Architectural Review Committee. The Architectural Review Committee may jointly designate a representative to act for it. The power to appoint, as provided herein, shall include without limitation the power to: constitute the initial membership of the Architectural Review Committee; appoint member(s) to the Architectural Review Committee on the occurrence of any vacancy therein, for whatever reason; and remove any member of the Architectural Review Committee, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set forth from time to time in the discretion of the Board.
2. **Design Standards.** The Board or the Architectural Review Committee may promulgate Design Standards for the purpose of establishing Common Interest Community-wide standards for new Improvements and for giving guidance to Owners in connection with the design, construction and approval of such Improvements.
3. **Review by Committee.** No Improvements shall be constructed, erected, placed, planted, applied or installed upon any Lot, unless complete plans and specifications thereof (said plans and specifications to show exterior design, height, materials, color, and location of the Improvements, plotted horizontally and vertically, location and size of driveways, location, size and type of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Architectural Review Committee), have been first submitted to and approved in writing by the Architectural Review Committee in accordance with the Design Standards; provided, however, that the Declarant shall be exempt from seeking or obtaining Architectural Review Committee approval during Declarant's development of, construction on, or sales of any Lot. The Architectural Review Committee shall have broad discretion to the end that all Improvements conform to and harmonize with the existing surroundings, residences, landscaping and structures. In the event of death, resignation, removal or disqualification of any member of the Architectural Review Committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In its review of such plans, specifications and other materials and information, the Architectural Review Committee may assess an administrative review fee and may require that the applicant(s) reimburse the Association for the actual expenses incurred by the Architectural Review Committee in the review process. Such amounts, if any, shall be levied in addition to the annual Common Expense assessment against the Lot for which the request for Architectural Review Committee approval was made, but shall be subject to the Asso-

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ciation's lien for assessment and subject to all other rights of the Association for the collection of such assessments, as more fully described in the Declaration.

4. **Procedures.** In accordance with the Design Standards, the Architectural Review Committee shall approve or disapprove all requests for approval within thirty (30) days after the complete submission of all plans, specifications, and other materials and information the Architectural Review Committee may require in conjunction therewith. If the Architectural Review Committee fails to approve or disapprove any request within forty-five (45) days after the complete submission of all plans, specifications, materials and other information with respect thereto, approval shall be not required and this Article VI shall be deemed to have been fully complied with.
5. **Vote and Appeal.** A majority vote of the Architectural Review Committee is required to approve a request for review under this Article VI, unless the Architectural Review Committee has appointed a representative to act for it, in which case the decision of such representative shall control. In the event a representative acting on behalf of the Architectural Review Committee approves or denies a request for architectural approval, the applicant shall have the right to appeal such decision to the full Architectural Review Committee, upon a request therefor submitted to the Architectural Review Committee within thirty (30) days after such approval or denial by the Architectural Review Committee's representative. In the event an application for architectural approval is approved or denied by the Architectural Review Committee, whether pursuant to an original request for approval or on appeal from a decision of a representative of the Architectural Review Committee, any Owner shall have the right to appeal such decision to the Board, if a written request for a hearing of the same is submitted within thirty (30) days after such approval or denial by the Architectural Review Committee.
6. **Records.** The Architectural Review Committee shall maintain written records of all applications submitted to it and of all actions taken by it thereon, and such records shall be available to Members for inspection at reasonable hours of the business day.
7. **Liability.** The Architectural Review Committee and its members and representatives shall under no circumstance be liable for damages to any applicant for architectural approval or to any Owner by reason of any action taken or not taken with regard to any matter arising under this Declaration.
8. **Variance.** The Architectural Review Committee may grant reasonable variance or adjustments from any conditions and restriction imposed by the Declaration in order to overcome practical difficulties or prevent unnecessary hardships arising by a strict interpretation of any such conditions and restrictions. Such variances or adjustments may be granted only when not detrimental or injurious to any portion of the Property or to any Improvements and shall not be contrary to the general intent and purpose of the Declaration.

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9. **Waivers.** The approval or consent of the Architectural Review Committee, any representative thereof, or the Executive Board, to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Architectural Review Committee, any representative thereof, or the Board, as to any application or other matter whatsoever.

ARTICLE VII ASSESSMENTS

1. **Authority to Levy Assessments.** Assessments, including annual Common Expense assessments and special assessments, shall be levied by the Association to meet the expenses and other costs and financial needs of the Association.
2. **Purpose of Assessments.** The assessments levied by the Association may also be used as allowed under Colorado law for the purpose of promoting the health, safety, and welfare of the Owners. Without limiting the generality of the foregoing, the Association may use assessments for the following purposes: (1) to promote the enforcement of the Declaration, (2) to enhance the improvements and maintenance of properties, services, and facilities related to the use and enjoyment of the Common Properties or of the homes situated upon the Lots, (3) to pay fees and costs associated with taxes and insurance on the Common Properties, (4) to remove snow on the Common Properties, and (5) to pay any cost of labor, equipment, materials, management, and supervision of any of these purposes.
3. **Personal Obligation for Assessments.** Each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, covenants and agrees and shall be personally obligated to pay to the Association assessments or charges for each Lot owned, together with special assessments, and other charges, fines, fees, interest, late charges, and other amounts, all as provided in the Declaration. Such assessments and other amounts will be established and collected as hereinafter provided, and in accordance with the Act and the governing policies established by the Association. The obligation for such payments by each Owner to the Association is an independent covenant with all amounts due, from time to time, payable in full when due without notice or demand (except as otherwise expressly provided in the Declaration or the Act), and without set-off or deduction. Any joint Owners of a Lot will be jointly and severally liable to the Association for the payment of all assessments, fees, charges and other amounts attributable to their Lot. Each assessment, together with interests, late charges, costs, and reasonable attorney's fees, is the personal obligation of any Person who was an Owner of such Lot at the time when the assessment became due.
4. **Assessment Lien.** The amount of any delinquent assessments, whether regular or special, and any interest thereon and any late charge attributable thereto, plus the cost of collecting the same, including reasonable attorney's fees, shall constitute a lien upon the Lot upon which such assessment was levied in accordance with the Act. To evidence such lien, the Board may, but is not required to, prepare a written assessment lien notice setting forth the amount of such unpaid indebtedness, the name of the Owner, and a description of the Lot subject to the assessment,

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and record the same in the office of the Clerk and Recorder of Grand County, Colorado. Such assessment lien shall attach from the due date of the assessment(s) it secures and, if allowed by the Act, may be enforced by foreclosure of the defaulting Owner's Lot by the Association in the same manner as is provided by the laws of the State of Colorado for the foreclosure of mortgages on real property. In the event of any such foreclosure, the Owner shall be liable for all amounts secured by the assessment lien, plus the costs and expenses of any such proceedings, the costs and expenses for filing the notice of the lien, and all reasonable attorney's fees in connection therewith, as allowed under the Act. The Association's lien(s) on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or of the United States. The acceptance of a deed to land subject to the Declaration constitutes a waiver of the homestead exemption and of any other exemption as against said assessment lien.

5. **Effect of Non-payment of Assessments; Remedies of the Association.** Any assessment not paid within ten (10) days after the due date thereof may bear interest from the due date at the rate of eight percent (8%) per annum, or such other lawful rate as may be set from time to time by the Board, and the Board may assess thereon a late charge. As set forth herein and in the governing policies of the Association, and if allowed under the Act, the Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against such Owner's Lot, or do both. If a judgment or decree is obtained, including, without limitation, in a foreclosure action, such judgment or decree shall include interest on the assessment and reasonable attorney's fees to be fixed by the court, together with the costs of the action, and may include interest and late charges, as above provided. No Owner may be exempt from the liability for payment and late charges provided herein. No Owner may be exempt from liability for payment of any Common Expense by declining to use or enjoy any Common Properties or by abandonment of the Lot against which the assessments are made. This Article VII does not prohibit actions or suits to recover sums for which the Declaration creates a lien and does not prohibit the Association from taking a deed in lieu of foreclosure.

6. **Initial and Maximum of Annual Assessments.** Until the year beginning January 2024, the annual Common Expense assessment shall not exceed \$2,000.00 Dollars per Lot. From and after January 1, 2024, the annual Common Expense assessment may be increased annually by vote of the Board, as hereinafter provided, for the next succeeding one year.

7. **Special Assessments for Capital Improvements.** In addition to the annual Common Expense assessments authorized hereunder, the Board may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of any Improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 67% of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment (excepting any special assessment levied in accordance with another paragraph of the Dec-

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laration), shall be levied against each Lot in accordance with the Allocated Interests set forth in the Declaration and the due date for payment thereof shall be fixed in the resolution authorizing such assessment. Notwithstanding the foregoing, special assessments levied during the Period of Declarant Control shall not be used for the purpose of constructing Improvements.

8. **Change in Initial and Maximum of Annual Assessments.** Subject to the limitations of the Declaration, and for the period herein specified, the Board may change the maximum amount of the Common Expense assessments at any time provided that any such change is based upon a budget ratified by the members of the Association in accordance with this Article VII.

9. **Quorum for Any Action Authorized.** The quorum required for any action authorized by this Article VII shall be set forth in the Bylaws of the Association.

10. **Date of Commencement of Annual Assessments; Due Dates.** Until the Association makes a Common Expense assessment, the Declarant shall pay all Common Expenses. The annual Common Expense assessments provided for herein shall commence on the first day of a given month, selected by the Board to be the date of commencement, and initially shall not be greater than the amount set forth in this Article VII.

The first annual Common Expense assessment shall be made for the balance of the remaining calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year, unless otherwise provided by the Board. Nothing herein prevents the Board from adopting a policy that requires payment of assessments in monthly or quarterly installments.

The amount of the annual Common Expense assessment which may be levied for the remainder of the first year of assessment shall be in an amount which bears the same relationship to the annual Common Expense assessment provided for above as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the Common Interest Community to assessment at a time other than the beginning of any assessment period.

11. **Allocation of Annual Common Expense Assessments.** All annual Common Expense assessments shall be assessed against all of the Lots in accordance with the Allocated Interests set forth in the Declaration at a uniform rate for all Lots sufficient to meet the expected needs of the Association. The annual Common Expense assessments shall include an adequate reserve fund for the maintenance, repair, or replacement of Improvements on a periodic basis, and for the payment of any insurance deductibles. If the Common Expense Liability is reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liability.

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12. **Certificate of Status of Assessments.** A certificate of the status of assessments will be provided within fourteen (14) days upon written request of any Owner or of any Person with any right, title or interest in a Lot and upon payment of a reasonable fee established by the Board. Any Person intending to acquire any right, title, or interest in a Lot may also request such a statement, in which case the fee shall be paid by such prospective purchaser. The Association shall thereafter furnish a written statement setting forth the amount of all assessments, charges, fines or penalties, if any, due or accrued but unpaid and the amount of the assessment for the current fiscal period of the Association payable with respect to the Lot, which statement shall, with respect to the party to whom it is issued, be conclusive against the Association and all parties for all purposes.

13. **Board Duties.** The Board shall fix the date of commencement and the amount of the assessment against each Lot for each period at least thirty (30) days in advance of such period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by the Owners during reasonable hours of the business day. Written notice of the assessment shall thereupon be sent by email to every owner subject thereto. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification, or a release of the Owner from the obligation to pay the assessment.

14. **Working Capital Fund.** Regardless of whether or not assessments have commenced as provided in Section 10 of this Article VII, the first Owner of any Lot (other than the Declarant) shall be required to make a non-refundable contribution to the Association in the amount of \$2,000.00. Said contribution shall be collected and transferred to the Association at the time of closing of the sale by the Declarant of each Lot and shall be held, with or without interest, in a segregated account with other such working capital funds. Such funds may be used, among other things, to meet unforeseen expenditures or to purchase additional equipment, property or services required by the Association. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of assessments as the same become due. Upon transfer of a Lot, the purchasing Owner shall be entitled to a credit from their transferee (but not from the Association) for the aforesaid contribution to working capital fund. No working capital funds shall be used by the Declarant for the purpose of constructing capital improvements.

15. **Assessment for Misconduct.** If the Association incurs any expense as a result of the misconduct of any Owner, the Association may assess that expense exclusively against such Owner and their Lot, as allowed under the Act.

16. **Road Maintenance.** All Common Properties shall be maintained by the Association at the cost of the Owners and shall be paid by annual Common Expense assessments levied by the Association. The Association shall have the right to allocate the costs of road maintenance in equal assessments among all Owners; provided, however, that road maintenance and snow plowing benefitting a particular Lot shall commence only at such time as: (1) an Owner has completed construction of a single-family residence upon a Lot and occupies the same, or (2) an Owner

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has notified the Board in writing prior to October 1st of the applicable year that snowplowing services are required for such Lot based upon the Owner's intent to construct Improvements or to occupy living quarters upon the Lot. The lack of road maintenance and snowplowing benefiting a particular Lot due to the foregoing reasons will not relieve a Lot Owner from the obligation to pay their proportionate share of assessments attributable to such maintenance.

17. **Budget.** No later than ninety (90) days after adopting any proposed budget for the Common Interest Community, the Board shall send or tender to all Owners by ordinary first-class mail, email, or hand delivery, a summary of the Association budget and notice of a meeting of the Owners to be held not less than fourteen (14) days nor more than sixty (60) days after such adoption for consideration of the budget. Unless at that meeting the Owners casting at least sixty percent (60%) of the Association votes reject the budget, the budget will be deemed ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners will be extended until such time as the Owners ratify a subsequent budget proposed by the Board.

ARTICLE VIII DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

1. The Declarant reserves the following Development Rights and other Special Declarant Rights:
 - a. The right to maintain sales and management offices and sales models on its Lots;
 - b. The right to maintain signs on the Property to advertise the Lots or Common Interest Community so long as such signs conform to all applicable Grand County sign codes;
 - c. The right to grant easements through the Property, as may be necessary for the purpose of discharging the Declarant's obligations under the Act or under the Declaration, or as may be necessary for the common good of the Owners, as determined in the Declarant's sole discretion;
 - d. The right to appoint or remove any officer of the Association or any Director during the Declarant Control Period consistent with the Act and the Declaration;
 - e. The right to enlarge the Common Interest Community by submitting the contiguous real property described herein and any Improvements to be constructed thereon to these Declarations;

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- f. As to Lots owned by the Declarant: the right to relocate boundaries between adjoining Lots, enlarge Lot sizes, or reduce Lot sizes, all as may be indicated on the Plat, and to complete or make Improvements;
- g. The right to construct, operate, repair, and maintain the roads, trails and utilities on the Common Properties;
- h. The right to phase construction of the roads, trails, and utilities of the Common Properties in the order determined by the Declarant in its sole discretion;
- i. The right to enlarge or reduce the Common Properties on any part of the Property owned by the Declarant;
- j. The right to amend the use restrictions included in the Declaration;
- k. The right to amend the Declaration in connection with the exercise of any development right;
- l. The right to amend the Plat in connection with the exercise of any development right;
- m. The right to withdraw all or any part of the Property owned by the Declarant from the Common Interest Community and from the effect of the Declaration;
- n. The right to make amendments to the Declaration or the other governing documents to meet or comply with any requirements of any Owner's lender or of any local governmental authority or with any changes in law;
- o. The right to make amendments to the Association's governing documents to meet or comply with any requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, and the Veterans Administration or any successor governmental agencies; and

Declarant shall be entitled to transfer any or all of the rights reserved herein.

Unless sooner terminated by a recorded instrument signed by the Declarant, or by operation of the Act, any Development Right or Special Declarant Right may be exercised by the Declarant for a period of ten (10) years, or if permitted by the Act, as amended from time to time, a longer period not to exceed twenty (20) years.

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ARTICLE IX GENERAL PROVISIONS

1. **Revocation or Amendment.** The Declaration shall not be revoked or amended, unless at least 67% of the Owners consent to such revocation or amendment by instrument duly executed and acknowledged by such Owners and recorded in the office of the Clerk and Recorder of Grand County, Colorado. The Board may, however, unilaterally amend the Declaration to correct any scrivener errors; to comply with applicable local, state, or federal law; and/or to bring the Declarations into compliance with applicable rules and regulations of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, and the Veterans Administration or any successor governmental agencies.
2. **Enforcement.** Each Owner must strictly comply with the provisions of the Declaration and with all applicable provisions of all of the governing documents of the Association, as the same from time to time may be in force and effect. In accordance with the Act, any failure to comply with any of the same shall be grounds for an action by the Association on behalf of the other Owners against the noncomplying Owner to recover damages or injunctive relief, or both, together with reasonable attorney's fees, court costs and injunction bond premiums; and the Association may pursue any other cognizable action at law or in equity against such noncomplying Owner. The failure of the Association to enforce at any given time a provision of this paragraph shall not constitute a waiver of the right to do so thereafter.
3. **Duration.** The covenants and restriction of the Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to the Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty years from the date the Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the then Owners of 75% of the Lots has been recorded agreeing to amend said covenants and restrictions in whole or in part. No such agreement to amend, however, shall be effective unless recorded six months in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken.
4. **Notices.** Except as may otherwise be required under the Act, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when emailed, or mailed, postage prepaid, to the last known address of the person who appears as Member or Owner of the records of the Association at the time of such emailing or mailing. Except as a greater period is specified in the Declaration or any of the other governing documents of the Association, each Owner shall be entitled to not less than ten (10) but not more than fifty (50) days' notice of any meeting at which such Owner has the right to vote. Notices of meetings shall be in writing and shall state (in conformity with C.R.S. 38-33.3-308) the date, time, place and subject matter of the meeting which is known to the Association at the time notice of the meeting is given. Any notice shall be deemed given and any information or material shall be deemed furnished or delivered to a party at the time a copy thereof is emailed,

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or deposited in the mail, postage or charges prepaid, addressed to the recipient. Any notice, information or material shall be deemed properly addressed to an owner if it is addressed to the name and mailing address or email address shown on the Association registered address form to be completed by such Owner and furnished to the Board, or if a name and mailing address or email address is not so furnished, if it is addressed to the Owner at the address of the Lot of such Owner.

5. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.
6. **Severability.** If any of the provisions of the Declaration or any paragraph, sentence, clause, phrase, word or section or the application thereof in any circumstances is invalidated, such invalidity shall not affect the validity of the remainder of the Declaration; and the application of any such provision, sentence, clause, phrase, word or section in any other circumstances shall not be affected thereby.
7. **Nonliability.** Neither the Architectural Review Committee or the members thereof nor the Association or the Board, officers or members thereof, shall be liable to any Owner or to any other Person for any loss, damage or injury arising out of or resulting from the performance of their respective powers and duties under the Declaration.
8. **Terminology.** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include either gender.
9. **Governing Law.** The Declaration shall be governed and shall be construed in all respects under the laws of the State of Colorado.
10. **Articles and Section Headings.** Article and Section headings used herein are for convenience only and do not add or detract from the contents of the Declaration.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the Declarant has executed the Declaration as of this ____ day of _____, 2023.

DECLARANT:

BREEZE PLACE, LLC,
a Colorado limited liability company

By: _____
Karl Seader, Manager

State of Colorado)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Karl Seader, as Manager of Breeze Place, LLC, a Colorado limited liability company.

Witness my hand and seal.

Notary Public

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EXHIBIT A

(Existing Property Subject to Declaration)

Township 2 North, Range 80 West of the 6th P.M.

Section 27: S1/2NE1/4; SE1/4NW1/4; E1/2SW1/4; NW1/4SW1/4; SE1/4

Section 34: N1/2NE1/4; NE1/4NW1/4

EXCEPT the following described parcel known as the “Spring Parcel” located in the NE1/4 NE1/4 of said Section 34: Beginning at the North 1/16 corner located on the section line common to Sections 34 and 35, T. 2 N., R. 80 W, a 3/4 inch rebar with a 2 inch aluminum cap properly marked and stamped PLS 31942; thence N 00°36’54” E along said section line for 772.76 feet to a point located in the driving surface of Grand County Road No. 22; thence N 76°25’19” W for 671.07 feet to an angle point; thence N 59°28’27” W for 135.28 feet; thence S 03°07’22” W for 956.06 feet to the intersection with the south line of the NE1/4NE1/4; thence S 86°52’38” E along said south line for 813.84 feet to the Point of Beginning.

The foregoing also being described as:

Lots 1 through 14, inclusive,

THE BREEZE PLACE, according to the Plat recorded concurrently with the Declaration thereof.

County of Grand,
State of Colorado.

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EXHIBIT B (Exceptions to Title)

The property described in Exhibit A is subject to the following easements, interests and matters of record:

1. RIGHT OF WAY FOR DITCHES AND CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED BY UNITED STATES PATENTS RECORDED OCTOBER 24, 1916 IN BOOK 53 AT PAGE 251 AND JULY 12, 1921 IN BOOK 53 AT PAGE 277 AND DECEMBER 26, 1940 IN BOOK 53 AT PAGE 204 AND DECEMBER 26, 1940 IN BOOK 53 AT PAGE 418.
2. ALL THE COAL, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME, AS RESERVED BY UNITED STATES PATENTS RECORDED OCTOBER 24, 1916 IN BOOK 53 AT PAGE 251 AND JULY 12, 1921 IN BOOK 53 AT PAGE 277 AND DECEMBER 26, 1940 IN BOOK 53 AT PAGE 204 AND DECEMBER 26, 1940 IN BOOK 53 AT PAGE 418 AND ANY POSSESSORY RIGHTS CREATED BY THE LOCATIONS OF CLAIMS THEREFORE.
3. OIL, GAS AND OTHER MINERAL RIGHTS, AS RESERVED BY CLARA ALBERTA ROUTE IN DEED TO F. Z. WHITAKER AND FAYE WHITAKER RECORDED DECEMBER 30, 1948 IN BOOK 94 AT PAGE 477, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
4. CARRIER FOR KIRTZ DITCH WATER THROUGH STARR GULCH AS EXCEPTED BY FRANCIS WHITAKER AND FAYE WHITAKER IN DEED TO DARRELL WHITAKER AND MILDRED WHITAKER RECORDED SEPTEMBER 17, 1957 IN BOOK 122 AT PAGE 474.
5. KIRTZ DITCH EASEMENT RECORDED IN BOOK 52 AT PAGE 17.
6. RIGHT OF WAY FOR GRAND COUNTY ROAD NO. 22.
7. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY RECORDED JANUARY 23, 1986 IN BOOK 388 AT PAGE 224 AND OCTOBER 20, 1989 IN BOOK 456 AT PAGE 144 AND AUGUST 19, 1991 IN BOOK 483 AT PAGE 605. NOTE: THE LOCATION OF SAID EASEMENTS ARE NOT DISCLOSED.
8. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRAND COUNTY WEED MANAGEMENT PLAN RECORDED MAY 03, 1996 UNDER RECEPTION NO. 96003640.

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9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COLORADO LAND SURVEY MONUMENT RECORD RECORDED SEPTEMBER 02, 2021 UNDER RECEPTION NO. 2021- 0000043, 2021-0000044, 2021-0000045, 2021-0000046, 2021-0000047, 2021-0000048, 2021-0000049, AND 2021-0000050 AND DECEMBER 14, 2021 UNDER RECEPTION NOS. 2021-3000088 AND 2021-3000089.

10. THE DECLARATION.

11. THE LAND SURVEY PLAT FOR THE BREEZE PLACE RECORDED CONCURRENTLY WITH THE DECLARATION.