

**THE NORTH PASTURE**  
**DECLARATION OF COLORADO COMMON INTEREST COMMUNITY**

**I. DECLARATION**

**A. AMENDED DECLARATION:** Savage Limited Partnership I, a Colorado limited partnership ("Declarant"), owner of the following described real property ("Property"), pursuant to Article VII. F. para. 10 and VIII. F. of THE NORTH PASTURE DECLARATION OF COLORADO COMMON INTEREST COMMUNITY, recorded September 30, 2005, Rec. No. 683383, Book 1731, Page 522, hereby amends, rescinds, and restates said Declaration as set forth herein and declares that the Property is subject to the provisions stated herein, which shall be covenants that run with the land and be shall be binding upon the Declarant and its successors and assigns. **THIS AMENDED DECLARATION CONSTITUTES A COMPLETE REVOCATION AND TERMINATION OF ALL PREVIOUSLY RECORDED DECLARATIONS FOR THE NORTH PASTURE.**

BLOCK	LOTS	FILING
1	1-8	ONE
2	1-8	ONE
2	9-17	TWO
2	18-25	FOUR
2	26-31	ONE
3	1-8	ONE
3	9,10	FOUR
4	1-3	TWO
4	4-8	THREE
5	1,2,4,6,11,12-16, 19, 22-25, 28	TWO
5	3,5,7-10,17,18,20,21,26,27	THREE
6	1-10	THREE
7	1-4	FOUR

All according to the Final Plat for Filing No. One of The North Pasture recorded at Rec. No. 651170, Final Plat for Filing No. Two recorded at Reception No. 683381, and Final Plat for Filing No. Three recorded at Reception No. 694491, and Final Plat for Filing No. Four recorded at Reception No. 735206.

**B. PLANNED COMMUNITY:** The North Pasture ("community"), located in The City of Rifle, Garfield County, Colorado; is a planned community as defined by the Colorado Common Interest Ownership Act ("CCIOA") (C.R.S. 38-33.3-101 *et seq.*).

**C. RESERVED RIGHTS:** As set forth in more detail below, Declarant reserves the right to add additional units to this community, to dedicate additional public rights, to establish limited or general common elements, to add additional property to this community, and to amend this Declaration accordingly.

**D. ADDITIONAL REGULATIONS:** In addition to the provisions of this Declaration, the Property may be subject to additional obligations, restrictions and requirements that may be stated on the Final Plats and Subdivision Improvements Agreements for individual filings, the Rifle Municipal Code, Uniform Building Codes, laws and regulations of other applicable jurisdictions, and other matters that may be set forth in recorded documents that affect the Property.

In addition to other matters contained therein, the following notes appear on one or more THE NORTH PASTURE Final Plats (paragraph nos. correspond to the numbering of plat notes on the indicated plat. Omitted plat notes are technical matters not generally relevant to individual lot owners.):

**FILING NO. ONE PLAT NOTES:**

**1. FLOODPLAIN:** According to the Federal Emergency Management Agency (FEMA), the site is not located in a Floodplain. The fact that a property is not located in a FEMA Floodplain does not mean that the property is not subject to flooding. Lot buyers should make their own determination as to the need for flood insurance.

**2. LOT ACCESS:** No driveways shall directly access Birch Ave. or 16<sup>th</sup> Street. All lots that have multiple street frontages shall have driveway access to one street only, to be designated on the Building Permit Site Plan.

**3. UTILITY AND DRAINAGE EASEMENTS:** All lots, unless otherwise specified (see detail for typical easement configuration), have a 10' front and rear Utility and Drainage Easement adjacent to the front and rear lot lines and 5' side lot line Utility and Drainage Easement, adjacent to the side lot lines.

**4. FOUNDATIONS:** Before construction, builders should consult the CTL/Thompson, Inc. Geologic Evaluation and Preliminary Geotechnical Investigation, Arabian Heights North (now North Pasture), Job No. GS-3486, dated November 16, 2001 and follow the recommendations set forth therein that site-specific soil studies be conducted to determine if an engineered foundation is necessary. A copy of the Geotechnical Study can be found the City of Rifle Preliminary Plan File for the North Pasture Subdivision or may be available from the Developer.

**5. WILDLIFE DAMAGE:** No governmental entity, including, but not limited to, the City of Rifle and the State of Colorado Division of Wildlife, are responsible for damage to private property caused by wildlife.

**6. LANDSCAPE IRRIGATION LIMITATIONS:** Landscape irrigation is limited to a maximum of 5,000 sq. ft. per single family lot and 2,500 sq. ft. per multi-family unit. Irrigation of areas in excess of these amounts will require payment of additional fees to the City of Rifle.

**7. PRESSURE RELIEF VALVES:** The City water mains in this area may experience water pressures in excess of 100psi. All homes are required to have an individual pressure relief valve (PRV) installed at time of original construction.

**8. MULTI-FAMILY DUPLEX LOTS:** Lots 3-8 of Block 3 are zoned for multi-family use and planned to be duplex units. The front yards of these lots/units shall be landscaped prior to issuance of Certificate of Occupancy with a unified landscaping plan. Owners of these lots shall be obligated to maintain this landscaping in a reasonable manner. If the landscaping is not adequately maintained, the homeowners association may do the required maintenance and charge the respective lots for those costs.

**9. DRIVEWAY EASEMENTS:** THE DRIVEWAY EASEMENT BETWEEN LOTS 3 AND 4 OF BLOCK 1 IS FOR INGRESS, EGRESS AND UNDERGROUND UTILITIES TO SAID LOTS 3 AND 4 AND LAND PRESENTLY OWNED BY JOE AND EMILY VARANAI LOCATED TO THE WEST OF FILING NO. ONE. ALL COSTS OF CONSTRUCTION AND MAINTENANCE OF THE EASEMENT IS THE RESPONSIBILITY OF VANANAI AND/OR ASSIGNS. EITHER OR BOTH OF LOTS 3 AND 4 MAY USE THE EASEMENT FOR VEHICLE ACCESS TO THEIR RESPECTIVE LOTS. ANY IMPROVEMENTS NEEDED FOR THAT ACCESS SHALL BE PAID FOR BY THE PARTY DESIRING THE ACCESS. MAINTENANCE COSTS SHALL BE APPORTIONED, BASED ON USE, BY THE NORTH PASTURE HOA.

10. ENTRY SIGN: THE ENTRY SIGN AND EASEMENT LOCATED ON LOT 1 OF BLOCK 3 SHALL BE MAINTAINED BY THE NORTH PASTURE HOA.

11. PUBLIC OPEN SPACE: TRACT A, PUBLIC OPEN SPACE, IS DEDICATED TO THE CITY OF RIFLE FOR PUBLIC PURPOSES BUT IS TO BE MAINTAINED BY THE NORTH PASTURE HOA, SUBJECT TO A BLANKET DRAINAGE, UTILITY AND TRAIL EASEMENT.

12. TEMPORARY EASEMENTS: THE TEMPORARY CUL DE SAC, TURNAROUND AND UTILITY AND STORM DRAIN EASEMENTS WILL EXPIRE WITH THE FILING OF A FINAL PLAT WHICH INCLUDES THE TEMPORARY EASEMENT DEPICTED HEREON.

**FILING NO. TWO PLAT NOTES:**

1. FLOODPLAIN: According to the Federal Emergency Management Agency (FEMA), the site is not located in a Floodplain. The fact that a property is not located in a FEMA Floodplain does not mean that the property is not subject to flooding. Lot buyers should make their own determination as to the need for flood insurance.

2. LOT ACCESS: No driveways shall directly access Birch Ave. or 16<sup>th</sup> Street. All lots that have multiple street frontages shall have driveway access to one street only, to be designated on the Building Permit Site Plan.

3. UTILITY AND DRAINAGE EASEMENTS: All lots, unless otherwise specified (see detail for typical easement configuration), have a 10' front and rear Utility and Drainage Easement adjacent to the front and rear lot lines and 5' side lot line Utility and Drainage Easement, adjacent to the side lot lines.

4. FOUNDATIONS: Before construction, builders should consult the CTL/Thompson, Inc. Geologic Evaluation and Preliminary Geotechnical Investigation, Arabian Heights North (now North Pasture), Job No. GS-3486, dated November 16, 2001 and follow the recommendations set forth therein that site-specific soil studies be conducted to determine if an engineered foundation is necessary. A copy of the Geotechnical Study can be found the City of Rifle Preliminary Plan File for the North Pasture Subdivision or may be available from the Developer.

5. WILDLIFE DAMAGE: No governmental entity, including, but not limited to, the City of Rifle and the State of Colorado Division of Wildlife, are responsible for damage to private property caused by wildlife.

6. LANDSCAPE IRRIGATION LIMITATIONS: Landscape irrigation is limited to a maximum of 5,000 sq. ft. per single family lot and 2,500 sq. ft. per multi-family unit. Irrigation of areas in excess of these amounts will require payment of additional fees to the City of Rifle.

7. PRESSURE RELIEF VALVES: The City water mains in this area may experience water pressures in excess of 100psi. All homes are required to have an individual pressure relief valve (PRV) installed at time of original construction.

9. DRIVEWAY EASEMENTS: The Shared Driveway between Lots 1 and 3 of Block 4 is for the benefit and use of Lots 1, 2, and 3 of Block 4. Costs of maintenance, repair and replacement shall be assess by the Homeowners Association in proportion to usage thereof.

13. INTERNAL TRAILS: Internal trails between Lots 13 & 14 of Block 2 and Lots 19 & 22 of Block 5 are dedicated to the North Pasture HOA and are to be maintained by the HOA and are for the private use of residents and guest of the North Pasture Subdivision.

14. POST OFFICE BOX EASEMENTS: Community Box Units may be placed in the street right-of-way and adjoining utility easement at locations to be determined by the Developer and U.S. Post Office.

**FILING NO. THREE PLAT NOTES:**

1. FLOODPLAIN: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THE SITE IS NOT LOCATED IN A FLOODPLAIN. THE FACT THAT A PROPERTY IS NOT LOCATED IN A FEMA FLOODPLAIN DOES NOT MEAN THAT THE PROPERTY IS NOT SUBJECT TO FLOODING. LOT BUYERS SHOULD MAKE THEIR OWN DETERMINATION AS TO THE NEED FOR FLOOD INSURANCE.

2. LOT ACCESS: NO DRIVEWAYS SHALL DIRECTLY ACCESS BIRCH AVENUE. ALL LOTS THAT HAVE MULTIPLE STREET FRONTAGES SHALL HAVE DRIVEWAY ACCESS TO ONE STREET ONLY, TO BE DESIGNATED ON THE BUILDING PERMIT SITE PLAN.

3. UTILITY AND DRAINAGE EASEMENTS: ALL LOTS, UNLESS OTHERWISE SPECIFIED (SEE DETAIL FOR TYPICAL EASEMENT CONFIGURATION), HAVE A 10' FRONT AND REAR UTILITY AND DRAINAGE EASEMENT ADJACENT TO THE FRONT AND REAR LOT LINES AND 5' SIDE LOT LINE UTILITY AND DRAINAGE EASEMENT, ADJACENT TO THE SIDE LOT LINES.

4. FOUNDATIONS: BEFORE CONSTRUCTION, BUILDERS SHOULD CONSULT THE CTL/THOMPSON, INC. GEOLOGIC EVALUATION AND PRELIMINARY GEOTECHNICAL INVESTIGATION, ARABIAN HEIGHTS NORTH (NOW THE NORTH PASTURE), JOB NO. GS-3486, DATED NOVEMBER 16, 2001 AND FOLLOW THE RECOMMENDATIONS SET FORTH THEREIN. A COPY OF THE GEOTECHNICAL STUDY CAN BE FOUND IN THE CITY OF RIFLE PRELIMINARY PLAN FILE FOR THE NORTH PASTURE SUBDIVISION OR MAY BE AVAILABLE FROM THE DEVELOPER.

5. WILDLIFE DAMAGE: NO GOVERNMENTAL ENTITY INCLUDING, BUT NOT LIMITED TO, THE CITY OF RIFLE AND THE STATE OF COLORADO DIVISION OF WILDLIFE, ARE RESPONSIBLE FOR DAMAGE TO PRIVATE PROPERTY CAUSED BY WILDLIFE.

6. LANDSCAPE IRRIGATION LIMITATIONS: LANDSCAPE IRRIGATION IS LIMITED TO A MAXIMUM OF 5,000 SQ. FT. PER SINGLE FAMILY LOT AND 2,500 SQ. FT. PER MULTI-FAMILY UNIT. IRRIGATION OF AREA IN EXCESS OF THESE AMOUNTS MAY REQUIRE PAYMENT OF ADDITIONAL FEES TO THE CITY OF RIFLE..

7. PRESSURE RELIEF VALVES: THE CITY WATER MAINS IN THIS AREA MAY EXPERIENCE WATER PRESSURES IN EXCESS OF 100psa. ALL HOMES ARE REQUIRED TO HAVE AN INDIVIDUAL PRESSURE RELIEF VALVE (PRV) INSTALLED AT TIME OF ORIGINAL CONSTRUCTION.

8. MULTI-FAMILY DUPLEX LOTS: NOT APPLICABLE TO THIS FILING.

9. DRIVEWAY EASEMENTS: NOT APPLICABLE TO THIS FILING.

10. ENTRY SIGN: THE ENTRY SIGN AND EASEMENT LOCATED ON LOT 1 OF BLOCK 3 FILING NO. ONE SHALL BE MAINTAINED BY THE NORTH PASTURE HOA.

11. PUBLIC OPEN SPACE: PUBLIC OPEN SPACE, IS DEDICATED TO THE CITY OF RIFLE FOR PUBLIC PURPOSES BUT IS TO BE MAINTAINED BY THE NORTH PASTURE HOA, SUBJECT TO A BLANKET DRAINAGE , UTILITY AND TRAIL EASEMENT.

12. TEMPORARY EASEMENTS: NOT APPLICABLE TO THIS FILING.

13. INTERNAL TRAILS: INTERNAL TRAILS BETWEEN LOTS 20 & 21 OF BLOCK 5 AND LOTS 7 & 8 OF BLOCK 6 ARE DEDICATED TO THE NORTH PASTURE HOA AND ARE TO BE MAINTAINED BY THE HOA AND ARE FOR THE PRIVATE USE OF RESIDENTS AND GUESTS OF THE NORTH PASTURE SUBDIVISION.

14. POST OFFICE BOX EASEMENTS: COMMUNITY BOX UNITS MAY BE PLACED IN THE STREET RIGHT-OF-WAY AND ADJOINING UTILITY EASEMENTS AT LOCATIONS TO BE DETERMINED BY THE DEVELOPER AND U.S. POST OFFICE.

**FILING NO. FOUR PLAT NOTES:**

1. FLOODPLAIN: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THE SITE IS NOT LOCATED IN A FLOODPLAIN. THE FACT THAT A PROPERTY IS NOT LOCATED IN A FEMA FLOODPLAIN DOES NOT MEAN THAT THE PROPERTY IS NOT SUBJECT TO FLOODING. LOT BUYERS SHOULD MAKE THEIR OWN DETERMINATION AS TO THE NEED FOR FLOOD INSURANCE.

2. LOT ACCESS: NO DRIVEWAYS SHALL DIRECTLY ACCESS BIRCH AVENUE. ALL LOTS THAT HAVE MULTIPLE STREET FRONTAGES SHALL HAVE DRIVEWAY ACCESS TO ONE STREET ONLY, TO BE DESIGNATED ON THE BUILDING PERMIT SITE PLAN.

3. UTILITY AND DRAINAGE EASEMENTS: ALL LOTS, UNLESS OTHERWISE SPECIFIED (SEE DETAIL FOR TYPICAL EASEMENT CONFIGURATION), HAVE A 10' FRONT AND REAR UTILITY AND DRAINAGE EASEMENT ADJACENT TO THE FRONT AND REAR LOT LINES AND 5' SIDE LOT LINE UTILITY AND DRAINAGE EASEMENT, ADJACENT TO THE SIDE LOT LINES.

4. FOUNDATIONS: BEFORE CONSTRUCTION, BUILDERS SHOULD CONSULT THE CTL/THOMPSON, INC. GEOLOGIC EVALUATION AND PRELIMINARY GEOTECHNICAL INVESTIGATION, ARABIAN HEIGHTS NORTH (NOW THE NORTH PASTURE), JOB NO. GS-3486, DATED NOVEMBER 16, 2001 AND FOLLOW THE RECOMMENDATIONS SET FORTH THEREIN. A COPY OF THE GEOTECHNICAL STUDY CAN BE FOUND IN THE CITY OF RIFLE PRELIMINARY PLAN FILE FOR THE NORTH PASTURE SUBDIVISION OR MAY BE AVAILABLE FROM THE DEVELOPER.

5. WILDLIFE DAMAGE: NO GOVERNMENTAL ENTITY INCLUDING, BUT NOT LIMITED TO, THE CITY OF RIFLE AND THE STATE OF COLORADO DIVISION OF WILDLIFE, ARE RESPONSIBLE FOR DAMAGE TO PRIVATE PROPERTY CAUSED BY WILDLIFE.

6. LANDSCAPE IRRIGATION LIMITATIONS: LANDSCAPE IRRIGATION IS LIMITED TO A MAXIMUM OF 5,000 SQ. FT. PER SINGLE FAMILY LOT AND 2,500 SQ. FT. PER MULTI-FAMILY UNIT. IRRIGATION OF AREA IN EXCESS OF THESE AMOUNTS MAY REQUIRE PAYMENT OF ADDITIONAL FEES TO THE CITY OF RIFLE..

7. PRESSURE RELIEF VALVES: THE CITY WATER MAINS IN THIS AREA MAY EXPERIENCE WATER PRESSURES IN EXCESS OF 100psa. ALL HOMES ARE REQUIRED TO HAVE AN INDIVIDUAL PRESSURE RELIEF VALVE (PRV) INSTALLED AT TIME OF ORIGINAL CONSTRUCTION.

8. MULTI-FAMILY DUPLEX LOTS: LOTS 9 AND 10 OF BLOCK 3 AND LOTS 1-4 OF BLOCK 7 ARE ZONED FOR MULTI-FAMILY USE AND PLANNED TO BE SEPARATE DUPLEX UNITS. THE FRONT YARDS OF THESE LOTS/UNITS SHALL BE LANDSCAPED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY WITH A UNIFIED LANDSCAPING PLAN. OWNERS OF THESE LOTS SHALL BE OBLIGATED TO MAINTAIN THIS LANDSCAPING IN A REASONABLE MANNER. IF THE LANDSCAPING IS NOT ADEQUATELY MAINTAINED, THE HOMEOWNERS ASSOCIATION MAY DO THE REQUIRED MAINTENANCE AND CHARGE THE RESPECTIVE LOTS FOR THOSE COSTS. IF DESIRED TO ALLOW FOR SEPARATE CONVEYANCE OF EACH UNIT, A TOWNHOME PLAT AND DECLARATION OF RESTRICTIVE COVENANTS SHALL BE SUBMITTED TO THE CITY AS AN AMENDED PLAT AFTER CONSTRUCTION OF EACH DUPLEX FOUNDATION.

9. DRIVEWAY EASEMENTS: NOT APPLICABLE TO THIS FILING.

10. ENTRY SIGN: N/A TO THIS FILING

11. PUBLIC OPEN SPACE: PUBLIC OPEN SPACE, IS DEDICATED TO THE CITY OF RIFLE FOR PUBLIC PURPOSES BUT IS TO BE MAINTAINED BY THE NORTH PASTURE HOA, SUBJECT TO A BLANKET DRAINAGE , UTILITY AND TRAIL EASEMENT.

12. TEMPORARY EASEMENTS: NOT APPLICABLE TO THIS FILING.

13. INTERNAL TRAILS: THE INTERNAL TRAIL BETWEEN LOTS 21 & 22 OF BLOCK 2 IS DEDICATED TO THE NORTH PASTURE HOA AND IS TO BE MAINTAINED BY THE HOA AND IS FOR THE PRIVATE USE OF RESIDENTS AND GUESTS OF THE NORTH PASTURE SUBDIVISION.

14. POST OFFICE BOX EASEMENTS: COMMUNITY BOX UNITS MAY BE PLACED IN THE STREET RIGHT-OF-WAY AND ADJOINING UTILITY EASEMENTS AT LOCATIONS TO BE DETERMINED BY THE DEVELOPER AND U.S. POST OFFICE AND APPROVED BY CITY OF RIFLE PUBLIC WORKS DEPARTMENT TO AVOID CONFLICT WITH UTILITY LOCATIONS.

15. TOWNHOME PLATS AND DECLARATION. IN ACCORDANCE WITH ORDINANCE NO. 22, SERIES OF 2007, THE CITY AND DEVELOPER AGREE AND ACKNOWLEDGE THAT AMENDED TOWNHOME PLATS SHALL BE PREPARED AFTER BUILDINGS HAVE BEEN CONSTRUCTED AND FINAL "AS-BUILT" SURVEYS HAVE BEEN COMPLETED. THESE "TOWNHOME PLATS" MAY BE APPROVED ADMINISTRATIVELY BY THE CITY WITHOUT FURTHER REVIEW BY THE CITY COUNCIL OR THE PLANNING COMMISSION. NO INDIVIDUAL TOWNHOME UNIT SHALL BE SOLD INTO SEPARATE OWNERSHIP UNTIL AND UNLESS A TOWNHOME PLAT HAS BEEN APPROVED BY THE CITY BASED UPON AN "AS-BUILT" SURVEY OF THE UNIT BOUNDARIES AND SUCH PLAT HAS BEEN RECORDED IN THE REAL ESTATE RECORDS OF GARFIELD COUNTY. A PLAT NOTE ON THE FINAL SUBDIVISION PLAT FOR THE PROPERTY SHALL BE INCLUDED TO THIS EFFECT.

#### E. DEFINITIONS:

ACC: Architectural Control Commission created by Article IV.

LOTS: Each lot of The North Pasture shall be considered a unit, as defined by the CCIOA. Unit, unit owner, lot and lot owner are used interchangeably herein, unless the context indicates otherwise. The multi-

family and commercial zoned areas of The North Pasture may, at the Declarant's sole discretion, be made a part of this Common Interest Community.

RMC: Rifle Municipal Code.

## II. ASSOCIATION

A. ASSOCIATION: Declarant has formed The North Pasture Homeowners Association, Inc. ("Association") for the purposes of exercising the rights and obligations of the Association as set forth in this Declaration.

### B. ORGANIZATION AND OPERATION OF THE ASSOCIATION:

1. EXECUTIVE BOARD: The Association shall be governed by a Board of Directors, (executive board as defined by the CCIOA), and shall act through the officers appointed by the executive board. The terms "executive board" and "Board of Directors, or Directors" are used interchangeably herein, unless the context indicates otherwise. The Association shall have all powers allowed herein or granted by law.

#### 2. NUMBER OF DIRECTORS AND ELECTION:

a. During the period of Declarant Control, there shall be at least three directors who shall be appointed by Declarant.

b. No later than termination of any period of Declarant Control, the unit owners shall elect a board of directors of at least five members, for annual terms, at least a majority of whom must be owners other than the Declarant or designated representatives of owners other than the Declarant.

### C. DECLARANT CONTROL:

1. APPOINTMENT OF EXECUTIVE BOARD AND OFFICERS: Until expiration of Declarant Control, and as otherwise limited below, Declarant, or persons designated by Declarant, may appoint and remove the directors and officers.

2. TERMINATION OF DECLARANT'S CONTROL: Declarant's Control shall terminate upon the happening of either of the following events, whichever occurs earlier:

a. 60 days after conveyance of 75% of the lots that may be created to owners other than a Declarant;

b. 2 years after the last conveyance of a lot by the Declarant in the ordinary course of business; or

c. 2 years after any right to add new lots was last exercised.

3. VOLUNTARY SURRENDER OF CONTROL: Declarant may voluntarily surrender the right to appoint and remove officers and members of the executive board before termination of the period of Declarant Control, but, in that event, the Declarant may require, for the duration of the original period of Declarant Control, that specified actions of the Association or executive board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

4. PHASING OUT OF DECLARANT CONTROL: Declarant's control shall phase out on the following schedule:

a. Not later than sixty days after conveyance of twenty-five percent of the lots that may be created to lot owners other than a Declarant, at least one director and not less than twenty-five percent of the directors must be elected by lot owners other than the Declarant.



b. Not later than sixty days after conveyance of fifty percent of the lots that may be created to lot owners other than a Declarant, at least two directors and not less than thirty-three and one-third percent of the directors must be elected by lot owners other than the Declarant.

#### E. MEMBERSHIP:

1. LOT MEMBERSHIP AND VOTING POWER: Each lot shall be entitled to one membership in the Association. All lots shall have equal voting power. Memberships shall be appurtenant to and may not be separated from lot ownership.

2. CLASSES OF MEMBERSHIP: The Association may have multiple classes of membership.  
a. SF (single family lots) membership shall consist of those lots occupied by detached, single family residences.

b. Each Duplex unit of Lots 3-10 of Block 3 and Lots 1-4 of Block 7 shall be a member of the Association.

c. Additional classes of membership may be created by Declarant in conjunction with Declarant's exercise of reserved development rights and special Declarant rights. Any such additional classes of membership shall reasonably reflect the character of the additional lots and their use of common elements. No new class(es) may have any greater voting power than SF membership.

F. NOTICE: Notice to members shall be made by first class mail to the last known address of each member as reflected on the records of the Association. It shall be each member's sole responsibility and obligation to keep the Association informed of each members correct mailing address. Purchasers of lots shall provide the Association with their names and mailing addresses within 30 days of recording of the conveyance by which a member takes title to a lot. The Association may adopt alternative or additional means of notification that are reasonably deemed to be as effective or more so as that stated herein.

### III. ASSESSMENTS

A. ASSESSMENTS: Each lot shall be obligated to pay a proportional share of the expenses of the Association levied against and allocated to such lot. Each assessment levied shall be a separate, distinct and personal debt and obligation of the lot owners against whom assessed. No lot may waive or otherwise escape liability for the assessment by non-use of the common elements, or abandonment of the lot. No assessment obligation may be passed to a successor in title, unless expressly assumed by the successor and approved by the Association.

B. ASSESSMENT LIEN: The Association shall have a statutory lien on each lot for any assessment levied against each lot, or fines or other amounts found to be due against a lot, from the time the assessment, fine, or expense becomes due. Said lien shall have the full priority provided by statute. All fees, charges, late charges, attorney's fees, fines, expenses, and interest outstanding from such lot shall be included in such lien. Said lien shall be superior to the Homestead Exemption provided by C.R.S. 38-41-201, *et seq.* and each lot owner hereby agrees that the acceptance of the deed or other instrument of conveyance to a lot shall signify that lot owner's waiver of any Homestead Exemption. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages, or in any other manner provided by law. At the Association's sole option, the Association may also sue for a personal judgment to collect any delinquent amounts from any defaulting lot owner.

C. ANNUAL BUDGET: The Association shall prepare an annual budget of expenses in the manner provided by law.





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1 D. SPECIAL ASSESSMENTS: If the assessments received by the Association are inadequate to meet the  
2 expenses of the Association, including because of nonpayment of assessments by members, the Association may  
3 amend the budget and levy a special assessment.  
4

5 E. LATE CHARGES AND INTEREST: Any assessment not paid within 30 days after the due date shall  
6 bear interest from the due date at 18% per year and a late charge to be determined by the Board, from time to time.  
7 Any delinquent member shall also be liable for attorney's fees and all other related cost incurred as a result of such  
8 delinquency, including all court, collection, and/or arbitration costs.  
9

10 F. NO OFFSETS: All assessments shall be payable in the amounts specified in the levy thereof and no  
11 offsets or reductions shall be permitted for any reason, unless specifically approved by the Association.  
12

13 G. ALLOCATION OF ASSESSMENTS:

14 1. Allocation of interests in common elements and expenses of the Association shall be  
15 determined by dividing the total interest or expenses by the number of lots for which a final plat has been recorded.  
16

17 2. Allocation of interests and expenses for limited common elements, if any, and expenses related  
18 thereto will be determined by dividing the subject limited common element(s) by the number of lots having use of  
19 the limited common element.  
20

21 3. These formulas shall be used when additional lots or limited or common elements are added to  
22 the community or when lots are withdrawn.  
23

24 H. DECLARANT RESPONSIBILITIES: Declarant shall be responsible for all Association expenses until  
25 the first of the year following completion of infrastructure improvements for Filing No. One of the subdivision or  
26 termination of Declarant's control, whichever is earlier.  
27

28 I. ASSOCIATION RESPONSIBILITIES:

29 1. The Association shall:

30 a. Operate, maintain, repair and replace all common areas, if any;  
31 b. Operate, maintain, repair and replace common area fencing, community identification  
32 sign(s), open space (public or private), trails, community mail boxes if not maintained by the US Post Office, and  
33 stormwater detention surface areas .  
34

35 c. Operate, maintain, repair and replace all irrigation ditches and pipelines, if any.  
36 d. Maintain, including landscaping, snow removal, trash pickup and weed control of all  
37 Birch Avenue and 16<sup>th</sup> Street right of way to the back of curb on the west side of Birch Avenue and north side of  
38 16<sup>th</sup> Street, except for those portions adjacent to multi-family or commercial areas. Maintenance does not include  
39 repair or replacement of the sidewalk, except as otherwise hereafter agreed, or as provided by law.  
40

41 e. Any and all obligations assigned or delegated to the Homeowners Association by the  
42 Subdivision Improvements Agreement(s) for The North Pasture Filing No. One and all subsequent filings.  
43

44 f. Obtain and maintain insurance coverage(s) the board deems appropriate pursuant to  
45 C.R.S. 38-33.3-313, as amended.  
46

47 2. OTHER ACTIONS: The Association may take such other actions as the Association or the  
48 members may determine from time to time.  
49

50 3. LOT MAINTENANCE: If any lot owner fails to maintain the lot and the improvements in a  
51 manner consistent with the requirements of this Declaration and the rules and regulations of the Association, after 15  
52 days notice of alleged violation, the Association, upon a vote of a 2/3rds majority of the directors, may enter upon  
53 said lot and repair and maintain the surface and exterior of any improvements in conformance with this Declaration.  
All costs of such repair or maintenance shall be assessed against said lot.

J. SURPLUS FUNDS: Any surplus funds may be allocated to a capital reserve account if the executive  
board, by resolution, adopts a plan for use of any such capital reserves. If not so allocated, surplus funds shall be  
refunded to lot owners, or credited to them to reduce their future common expense assessments.



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IV. USE RESTRICTIONS: The following restrictions are imposed as a common scheme upon the community for the benefit of the community and shall be enforced, at the sole discretion of the board of directors, as they may deem proper. All such restrictions are subject to the reserved Development Rights and Special Declarant rights of Declarant.

A. ACCESSORY DWELLING UNIT: To the extent allowed by the Rifle Municipal Code and subject to ACC review and approval, an accessory dwelling unit may be incorporated into the primary residence or as a separate structure.

B. ACCESSORY STRUCTURES: One or more non-residential outbuildings may be allowed, subject to ACC review and approval, one of which may be a detached garage. All such outbuildings shall conform to the general architectural scheme of the residence and the community.

C. ALTERNATIVE ENERGY SOURCES: Reasonable accommodation to design standards shall be considered for alternative energy sources such as solar power, but not including windmills. Screening or alternative finishes that do not unreasonably compromise energy efficiency may be required as a condition of approval.

D. ANIMALS: Only those animals allowed by the Rifle Municipal Code shall be allowed. Any such animals shall only be allowed if they do not unreasonably interfere with any other lot owners use and enjoyment. The Association is specifically empowered to take action against any lot owner or occupant if animals kept thereon become a nuisance. All such pets, including cats, shall be restrained within the lot boundaries, unless under the direct and immediate control of a handler. All pets shall be subject to all applicable provisions of the Rifle Municipal Code and any rules and regulations adopted by the Association.

E. ANTENNAS: No exterior television antennas shall be allowed, unless fully screened. Single staff radio antennas and satellite reception dishes are allowable, but subject to ACC review and approval upon such terms and conditions as the ACC may deem appropriate.

F. CONSTRUCTION: All construction materials shall be stored on site in a neat and orderly manner so as not to create an unsightly condition or to allow debris to scatter. All construction shall be diligently pursued and completed within a reasonable time. All construction sites shall be provided with access to bathroom facilities and a trash depository.

G. FENCES:

1. All fences shall conform to requirements of the Rifle Municipal Code then in effect and approval of the ACC.

a. All side and rear fences shall be of "two sided" style, or the finished side shall face outward, unless the adjoining lot owner(s) agree otherwise.

b. All lot owners are hereby granted the right to enter into the side and rear lot easement on adjoining lots for the sole purpose of maintaining and construction of approved fencing, but only after reasonable notice to the adjoining lot owner.

c. Any lot owner who intends to construct a fence between adjoining lots may request the ACC to require the adjoining lot owner to share in the reasonable costs thereof. The ACC shall by rule or regulation, establish a procedure for determining the means and methods of sharing adjoining fencing construction and maintenance costs.

d. In addition to the foregoing requirements, the Rifle Municipal Code contains additional restrictions which must be complied with and are enforceable by the Association. The Rifle Municipal Code, in part, restricts fence height to 6 feet and fences in the front yard setback area cannot exceed 4 feet and cannot be any closer than 1 foot to the sidewalk. Additional requirements are imposed for fences on street corners.

I. IRRIGATION SYSTEMS: All landscaped areas requiring regular irrigation must be serviced by a functional underground irrigation system that is approved by the ACC. All such systems shall provide for adequately sized zones for the water volumes and pressures available and shall include an automatic irrigation controller. Underground irrigation systems require a City of Rifle Building Permit and approved backflow prevention devices. All such devices are required to be inspected annually by a certified inspector.

J. LANDSCAPING: All lots shall be landscaped within one year of completion of the original improvements and shall include a reasonable number of trees. Irrigated landscaping shall be limited to 5,000 square feet per single family residence, unless the lot owner pays the City of Rifle any additional applicable fees for any such additional irrigated area. All landscaping shall be maintained in a visually attractive condition at all times, including all easement areas within any lot. Landscaping in drainage swales shall not alter the grades established for drainage purposes and no fences, landscaping materials, or other obstructions shall be constructed in a manner that would prevent the flow of water or inhibit the function of the drainage swales. Landscaping plans shall be subject to approval of the ACC. Xeriscaping or other forms of landscaping that require less watering are encouraged.

K. LIGHTING: All exterior lighting shall be indirect or of such controlled focus and intensity as to not unreasonably disturb adjacent lots. All exterior lighting shall be submitted to the Architectural Control Committee ("ACC") for review before installation.

L. LIMITATION OF USES: All lots in this community are primarily intended for residential use, however use as easements or access to other property is an allowed use, subject to ACC review and conditions. Home businesses or occupations are allowable, to the extent allowed for similar residential districts under the Rifle Municipal Code. In addition, any home based business or occupation use shall be subject to ACC review and approval upon such terms and conditions as the ACC may deem appropriate.

M. LOT SIZES AND BUILDING SIZES: No minimum or maximum building sizes are set herein, however one function of ACC shall be to maintain a reasonable degree of homogeneity in the community in terms of building size and scale.

N. MANUFACTURED HOUSING. Manufactured housing, as defined by the Rifle Municipal Code, shall not be allowed. This provision shall not be interpreted to prohibit alternative construction methods, including methods that utilize significant building components manufactured off site.

N. MINERAL EXTRACTION: No oil or gas drilling, mineral development operations, refining, mining operations of any kind or any quarrying (excluding operations incidental to development of the property) shall be permitted within the community. This provision shall not preclude mineral extraction by methods that do not significantly impact the surface of the Property.

#### O. MODIFICATION AND AMENDMENTS:

1. The Association may modify, amend, or waive any of the foregoing restrictions, or otherwise restrict and regulate the use and occupancy of the community and lots by reasonable rules and regulations of general application.

2. Additional or modified restrictions may be imposed by Declarant for future filings of the community. Any such additions or modifications shall apply to all units, regardless of phase/filing, unless otherwise specified. Any existing condition made non-conforming by any such change shall be allowed to continue ("grandfathered") in the same manner as non-conforming uses under the RMC.

P. NUISANCES: No nuisance or unsightly object, in the sole determination of the Association, using an objective reasonable person standard, shall be allowed nor shall any use or practice be allowed which is a source of unreasonable annoyance to residents or which unreasonably interferes with the peaceful possession and proper use of any lot. In accordance with the provision regarding pets, it shall be a nuisance for anyone to keep a dog or other animal that barks, howls or makes other unreasonable noises that interferes with the peace of neighboring lots. No immoral, improper, offensive, or unlawful use shall be made of the property nor any part thereof.



Q. SIGNS: Subject to the Special Declarant rights, and the RMC, all signs shall be subject to review and conditions imposed by the ACC.

R. TEMPORARY BUILDINGS: No used or previously erected or temporary house, structure, house trailer, mobile home, or other non-permanent outbuilding shall be placed, or allowed to remain on any lot, except during construction, subject however to Declarant's right to maintain such temporary trailers or buildings as it deems necessary for construction, sales and marketing purposes.

S. TRASH: All trash, garbage, refuse, rubbish and vegetation cuttings shall be kept in suitable containers and disposed of in a regular manner. Nothing herein shall be construed to prohibit composting if done in a reasonable manner so as not to foster or create an unsightly condition, vermin or odors.

T. VEHICLES:

1. The minimum number of off-street parking spaces as required by the RMC shall be maintained on each lot.

2. Only operable and currently licensable vehicles shall be kept or maintained on any lot unless enclosed in a garage or other screened area.

3. Recreational vehicles, trailers of any type, and commercial vehicles shall not be parked on the public streets of the community for more than 96 hours at one time, or as otherwise required by RMC.

4. Recreational vehicles, trailers, campers, snowmobiles, other sports utility machinery or other moderately sized equipment or machinery may be stored on a lot, if done so in a neat, orderly and well maintained manner. Covered and/or screened storage areas or landscape screening are encouraged, but not mandatory.

5. Provision may be made for shared access easements between lots to allow for occasional vehicle access to the rear of lots.

U. WEED CONTROL: It shall be each lot owners responsibility to control all noxious weeds on the entire lot. If any lot owner fails to control weeds in a reasonable manner, the Association, after 15 days notice, may enter the lot and perform such actions as it deems appropriate for weed control and assess the lot owner for all expenses of such weed control.

V. ARCHITECTURAL REVIEW

A. ARCHITECTURAL CONTROL COMMITTEE: There is hereby established an Architectural Control Committee ("ACC") which shall be composed of three or more persons appointed by the board of directors for one year terms. During the period of Declarant Control, ACC members need not be lot owners and may be employees or principals of Declarant. After the period of Declarant Control, all ACC members shall be lot owners or designated representatives of lot owners.

B. ARCHITECTURAL REVIEW: No structure, landscaping, fencing or other improvement shall be constructed or maintained on any lot and no alteration, or repainting of the exterior of a structure shall be made and no landscaping performed unless complete plans and specifications, showing the exterior design, height, building materials and color scheme, location and size of driveways, plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the ACC and a copy of such plans, as finally approved, shall have been deposited with the ACC.

C. ARCHITECTURAL STANDARDS: The ACC shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations approved by the ACC conform with the character, standards, and esthetics of the community as a whole. No ACC member shall be liable in damages to anyone for any action or inaction in the role of the committee representative or by the committee, whether negligent, inadvertent or otherwise, related to approval or disapproval of any plans, proposals, or reviewable activities hereunder.



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D. APPROVAL DEADLINE. In the event the ACC fails to approve or disapprove such design and location within 10 business days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. To commence the 10 day time period described herein, the proponent must submit his plans and specifications, in person, to the ACC chairman or other person designated by the committee and receive a written dated receipt reflecting the commencement of the 10 day period.

E. VARIANCES. The committee may allow reasonable variances to any of the restrictions contained herein, or rules and regulations adopted by the Association or ACC on such terms and conditions as the ACC may impose. No variance shall be granted which contravenes any provisions of The North Pasture Guidelines or the City of Rifle Land Use and Building Codes. No variance shall be granted until written notice of the request for such variance has been provided to all lot owners within 200 feet of the subject lot, except that the ACC may require broader notice of any particular application for variance. Notice shall be given by U.S. Mail, first class postage prepaid, to the address of record with the Association for each lot entitled to notice.

F. COSTS: The ACC may assess reasonable fees for any review requested. In the event that an application requires extraordinary legal, engineering, or other fees, the ACC shall notify the applicant of the estimated extra costs and shall not be required to take further action until the estimated cost of any such review has been paid by applicant. Any delay caused by applicant's failure to pay costs shall be added to the 10 business day review time limit. Any unpaid ACC review fees or costs may be assessed against the subject lot and owner.

G. DECLARANT EXEMPTION: Declarant shall be exempt from ACC review until expiration or termination of all reserved development rights and Special Declarant rights.

## VI. COMMON AREAS

### A. COMMON AREAS:

- FILING NO. ONE: There are no common or limited common elements in Filing No. One of The North Pasture.
- FILING NO. TWO: The private trail easements between Lots 13 and 14 of Block 2 and Lots 19 and 22 of Block 5 are Common Areas, for the private use of residents and guests of residents of The North Pasture and to be maintained by the Association.
- FILING NO. THREE: The private trail easements between Lots 20 and 21 of Block 5 and Lots 7 & 8 of Block 6 are Common Areas, for the private use of residents and guests of residents of The North Pasture and to be maintained by the Association. The Trail along the north boundary of Lot 8 of Block 4 and Lots 1-4 of Block 6 is a public easement.
- FILING NO. FOUR: The private trail easement between Lots 21 and 22 of Block 2 is a Common Area, for the private use of residents and guests of residents of The North Pasture and to be maintained by the Association.

### B. LIMITED COMMON ELEMENTS:

- FILING NO. ONE: There are no limited common elements in Filing No. One.
- FILING NO. TWO: The shared driveway to Lots 1, 2, and 3 of Block 4 is a limited common element shared by said three lots. Shared driveway to be maintained by the Association, with costs to be allocated solely to said Lots 1, 2, and 3 per the Plat Note.
- FILING NO. THREE: There are no limited common elements in Filing No. Three.
- FILING NO. FOUR: There are no limited common elements in Filing No. Four.



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C. COMMON ELEMENTS EASEMENT: Subject to provisions of this Declaration, as amended; the Association by-laws; and rules and regulations adopted by the Association; lot owners have an easement in the common elements for the purpose of access to their lots and to use the common elements for all other purposes.

D. AGRICULTURAL USES: Future lot owners and residents are advised, that lands adjacent to The North Pasture remain in agricultural uses, which include normal and customary farming practices, including, but not limited to: tilling of the soil and other crop production activities which may cause periods of dust and noise; fertilizer and weed and insect control, including application of chemical agents, sprinkler irrigation which may include the noise of pumps running, sprinkler heads rotating 24 hours per day during the irrigation season and sprinkler overspray; forage harvesting which may include operation of heavy machinery at any hour of the day or night; and pasturage of livestock which will result in some insects gathering and damage to neighboring vegetation and injury to persons and children who get too close to animals in the area.

E. WAIVER OF RIGHTS: Purchasers and residents of The North Pasture, by their voluntarily electing to purchase a lot or reside in The North Pasture, hereby waive any right they may have to assert that normal and customary agricultural practices on adjoining properties constitute a public or private nuisance.

F. RECREATIONAL USES: Unless otherwise agreed by Declarant or the present owner of areas within The North Pasture that have not yet been platted or dedicated, no person shall have any rights to use or occupy any such undedicated areas.

## VII. DEVELOPMENT RIGHTS

A. DEVELOPMENT RIGHTS: Declarant reserves the following "development rights":

1. To add real estate to this common interest community;
2. To create lots, common elements, or limited common elements within this common interest community; and
3. To withdraw real estate from this common interest community.

B. SPECIAL DECLARANT RIGHTS: Declarant reserves the following "Special Declarant Rights":

1. To complete improvements indicated on plats and maps filed with or referred to in this Declaration and subsequent amendments thereto;
2. To exercise any development rights;
3. To maintain sales offices, management offices, signs advertising the common interest community, and sales models in such locations, quantity and character as Declarant in its sole discretion shall determine;
4. To use easements through the common elements for the purpose of making improvements within the common interest community or within real estate which may be added to the common interest community; and
5. To appoint or remove any officer of the Association or any director during any period of Declarant Control.

E. SPECIFIC DEVELOPMENT RIGHTS: In addition to the general development rights enumerated above, Declarant reserves the following specific development rights: To develop future phases of The North Pasture in conformance with the Preliminary Plan accepted by the City of Rifle, and any subsequent amendments thereto.

F. LIMITATIONS AND CONDITIONS: Declarant's reserved development rights are subject to the following limitations and conditions:

1. These rights apply to the those lands which were annexed to the City of Rifle by Joan L. Savage Annexation Plat recorded at Reception No. 564203, plus such additional real estate as may be added to the common interest community.

2. Development of these rights is subject to a phasing (filing) plan approved by the City of Rifle, but Declarant has not made any commitment as to the timing of completion of any particular phase, or that any phase of the project will ever be constructed, until a Final Plat for a particular filing has been recorded.

3. The boundaries of the various blocks, phases, common elements, easements and other features are shown on the attachments to the Annexation Agreement in general outline and layout only. Actual legal descriptions will only be determined at time of final platting of each phase.

4. All development phases, except for phasing requirements by the City of Rifle, are independent of each other and may be developed in any order and without regard to development of any other block or phase.

5. The Development Rights and Special Declarant Rights reserved shall expire as to any portion of The North Pasture at the earlier of 10 years from the recording of this Declaration or recording of a Final Plat for that particular portion of The North Pasture, unless such rights for a particular phase are extended by amendment of this Declaration for that phase. The Association may, in its sole discretion, and upon the written application of Declarant, extend any such Development Rights and Special Declarant Rights.

6. Any portion of the real estate may be withdrawn from the community until a Final Plat has been recorded. After a Final Plat has been recorded, any portion not subject to a Final Plat may be withdrawn.

7. The maximum number of lots Declarant reserves the right to create in this common interest community is: 200 lots or units the character of which is to be determined when such Development Rights are exercised.

8. Declarant may maintain sales offices, management offices, and models in the common interest community. Declarant may maintain one sales office per phase, one management office per phase, and a maximum of 5 models in each phase. All such offices and models shall be located on a lot and not in a common area, the location of which is to be determined by Declarant. Offices and models shall be considered lots and not common elements, unless otherwise declared for each Phase. If the Declarant ceases to be a lot owner, the Declarant ceases to have any rights with regard to any real estate used as a sales office, management office, or model, unless it is removed promptly from the common interest community which right of removal is hereby reserved. Declarant may maintain signs on the common elements advertising the common interest community to the extent authorized by the City of Rifle Sign Code. This section is subject to the provisions of other state laws and to local ordinances.

9. Declarant hereby reserves a blanket easement over all common elements, as may be reasonably necessary for the purposes of discharging Declarant's obligations or exercising special Declarant's rights, and for exercise of Declarant's reserved development rights. All such easements shall continue in effect until completion of all improvements in the community, or expiration of Declarant's development rights or special Declarant rights, whichever is earlier.

10. Declarant may amend the Declaration at any time before expiration of reserved development rights or special Declarant rights to add additional real estate to the common interest community. The amount of added real estate shall not exceed 10% of the total area, as described in the Preliminary Plan for The North Pasture.

11. All income or proceeds from real estate subject to development rights inures to the Declarant.

12. Upon the expiration of any development rights for a particular portion of the real estate, said portion for which the development rights have expired shall, at Declarant's option; be retained by Declarant, subject to the provisions of this Declaration, in which case Declarant shall be responsible for all expenses of said real estate; or upon written notice of surrender of retention rights by Declarant, become common elements or lots and the Declarant shall have no further liability for any expenses of said lots or common elements for which development rights have terminated.





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13. Declarant may voluntarily terminate any portion of the reserved development rights at any time with 30 days written notice to the Association.

VIII. GENERAL PROVISIONS

A. ENFORCEMENT. The Association and the City of Rifle shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants contained in this Declaration. No individual lot owners or other 3rd party shall have any right to enforce the provisions hereof. Subject to any applicable statute of limitations, failure by the Association to enforce any covenant or restriction herein shall not be deemed to be a waiver of the right to do so thereafter. The City of Rifle shall be a 3rd party beneficiary of this Declaration and may, but shall have no obligation to or liability for, failure to exercise its rights hereunder.

B. FURTHER SUBDIVISION OF LOTS. Lots may be further subdivided with the consent of the ACC and subject to the land use regulations of the City of Rifle.

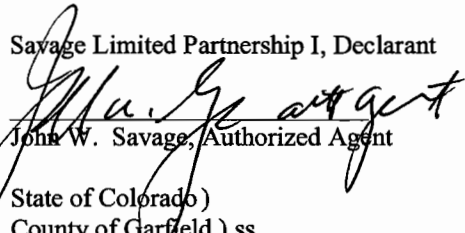
C. LENDER'S AUTHORITY. Lenders who hold security interests encumbering the lots shall have no authority to approve actions of the Association, or Declarant in exercise of their rights and obligations to the community. This provision may be amended by Declarant, or the Association, if required by law or regulation, or general lender requirements, without the consent of any security holders.

D. COLORADO COMMON INTEREST OWNERSHIP ACT. Except to the extent expressly stated herein and allowed by law, this community shall be governed by the provisions of the Colorado Common Interest Ownership Act (C.R.S. 38-33.3-101 et seq.) in effect at the time of the recording of the original Declaration.

E. SEVERABILITY. If any provisions of this Declaration or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions of application and, to this end, the provisions of this Declaration are severable to the extent such can be done so in a just and equitable manner to all parties concerned.

F. AMENDMENT. This Declaration is subject to amendment by Declarant as more fully set forth herein, to the extent allowed by law.

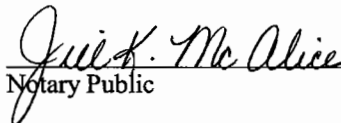
Savage Limited Partnership I, Declarant

  
John W. Savage, Authorized Agent

State of Colorado )  
County of Garfield ) ss.

The foregoing Declaration was acknowledged before me on September 14, 07 by John W. Savage as  
Authorized Agent of Savage Limited Partnership I.

My commission expires: **MY COMMISSION EXPIRES**  
Witness my hand and seal. 08/18/2011

  
Notary Public

