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Rifle, CO 81660

**HOMESTEAD NORTH**  
**DECLARATION OF COLORADO COMMON INTEREST COMMUNITY**

**I. DECLARATION**

A. WSJ, LLC ("Declarant"), owner of the following described real property ("Property"), 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:

T. 6 S., R. 93 W., 6<sup>th</sup> P.M.

Sec. 3: SE1/4SW1/4SW1/4

COUNTY OF GARFIELD, STATE OF COLORADO.

SAID PARCEL OF LAND BEING NOW MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3;  
THENCE N89°40'04"E 666.02 FEET, ALONG THE NORTH BOUNDARY OF THE PROMONTORY AT GRAHAM MESA FILING 2, FINAL PLAT RECORDED AT REC. NO. 676998, TO THE SOUTHWEST CORNER OF SAID SE1/4SW1/4SW1/4, THE TRUE POINT OF BEGINNING;  
THENCE N00°24'17"W 661.00 FEET, ALONG THE WESTERLY LINE OF SAID SE1/4SW1/4SW1/4, TO THE NORTHWEST CORNER OF SAID SE1/4SW1/4SW1/4, SAID POINT BEING ON THE SOUTH LINE OF THE AMENDED RHOADES SUBDIVISION EXEMPTION, PLAT RECORDED AT REC. NO. 677531;  
THENCE N89°40'36"E 665.94 FEET, ALONG SAID SOUTH LINE OF THE RHOADES EXEMPTION TO THE NORTHEAST CORNER OF SAID SE1/4SW1/4SW1/4;  
THENCE S00°24'43"E 660.90 FEET, ALONG THE EASTERLY LINE OF SAID SE1/4SW1/4SW1/4 TO THE WEST 1/16<sup>TH</sup> CORNER BETWEEN SAID SECTION 3 & SECTION 10, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF THE PROMONTORY AT GRAHAM MESA FILING 1 PLAT, RECORDED AT RECEP. NO. 627605;  
THENCE S89°40'04"W 666.02 FEET, ALONG THE NORTHERLY BOUNDARY OF SAID PROMONTORY PHASE 1 AND SAID PROMONTORY FILING 2 TO THE TRUE POINT OF BEGINNING,  
SAID PARCEL OF LAND CONTAINING 10.104 ACRES MORE OR LESS.

Now described as: HOMESTEAD NORTH, LOTS 1-4, all according to the Final Plat for HOMESTEAD NORTH recorded on 7/28/2008 at Rec. No. 753169.

B. PLANNED COMMON INTEREST COMMUNITY: HOMESTEAD NORTH ("community"), located in The City of Rifle, Garfield County, Colorado; is a planned common interest 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 Plat and Subdivision Improvements Agreement, 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.

E. PLAT NOTES: In addition to other matters contained therein, the following notes appear on the HOMESTEAD NORTH Final Plat (paragraph numbers correspond to the numbering of plat notes on the indicated plat.) Omitted plat notes are technical matters not generally relevant to individual lot owners.):

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.

1           2. LOT ACCESS: No individual driveways may directly access Graham Mesa Avenue. All lots shall  
2 use the shared driveway for access to Graham Mesa Avenue.

3           3. UTILITY AND DRAINAGE EASEMENTS: All lots have perimeter Utility and Drainage  
4 Easements as specified on the Final Plat. In addition, there is hereby created a blanket easement on all lots for such  
5 additional areas as may be reasonably necessary to construct, maintain, repair, replace and extend all utilities.

6           4. WILDLIFE DAMAGE: No governmental entity, including, but not limited to, the City of Rifle  
7 Garfield County, or the State of Colorado Division of Wildlife, are responsible for damage to private property  
8 caused by wildlife.

9           5. LANDSCAPE IRRIGATION LIMITATIONS: All outside irrigation is provided from a raw water  
10 irrigation system. No outside irrigation by use of treated domestic water is allowed. Irrigation of any outside  
11 landscaping with treated domestic water will require payment of additional fees to the City of Rifle.

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

15           7. SHARED DRIVEWAY EASEMENTS: The shared driveway easement is for ingress, egress, and  
16 underground utilities to all four lots. Maintenance of the shared driveway shall be the responsibility of the  
17 Homestead North Homeowners Association ("HOA"). An easement is hereby granted to all applicable  
18 governmental jurisdictions for use of the shared driveway for emergency and administrative ingress and egress.

19           8. PRIVATE SANITARY SEWER LINES: All sanitary sewer lines upstream from the manhole on the  
20 southerly boundary of the property are private. Maintenance, repair and replacement are the responsibility of the  
21 Homestead North Homeowners Association.

22           9. MINERAL DEVELOPMENT: All mineral rights in the property have been severed, however owner  
23 has retained all rights to control surface uses and hereby conveys and dedicates those rights to the Homestead North  
24 Homeowners Association. No surface use of the property for mineral development shall be allowed except with the  
25 unanimous consent of all lot owners.

## 26 27 28 E. DEFINITIONS:

29  
30           ACC: Architectural Control Committee created by Article IV.

31           LOTS: Each lot of HOMESTEAD NORTH shall be considered a unit, as defined by the CCIOA. Unit,  
32 unit owner, lot and lot owner are used interchangeably herein, unless the context indicates otherwise.

33           RMC: Rifle Municipal Code.  
34  
35

## 36 II. ASSOCIATION

37  
38           A. ASSOCIATION: Declarant has formed HOMESTEAD NORTH Homeowners Association, Inc.  
39 ("Association or HOA") for the purposes of exercising the rights and obligations of the Association as set forth in  
40 this Declaration.  
41

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

43  
44           1. EXECUTIVE BOARD: The Association shall be governed by a Board of Directors, (executive  
45 board as defined by the CCIOA), and shall act through the officers appointed by the executive board. The terms  
46 "executive board" and "Board of Directors, or Directors" are used interchangeably herein, unless the context  
47 indicates otherwise. The Association shall have all powers allowed herein or granted by law.  
48

49           2. DIRECTORS: All four members of the Association shall be members of the Board of Directors.  
50

51           3. RESPONSIBLE GOVERNANCE POLICIES: Pursuant to CRS 38-33.3-209.5. the Board shall  
52 adopt the following responsible governance policies.

53                   (a) To promote responsible governance, associations shall:

- 1 (i) Maintain accurate and complete accounting records; and  
2 (ii) Adopt policies, procedures, and rules and regulations concerning:  
3 (I) Collection of unpaid assessments;  
4 (II) Handling of conflicts of interest involving board members;  
5 (III) Conduct of meetings, which may refer to applicable provisions of  
6 the nonprofit code or other recognized rules and principles;  
7 (IV) Enforcement of covenants and rules, including notice and hearing  
8 procedures and the schedule of fines;  
9 (V) Inspection and copying of association records by unit owners;  
10 (VI) Investment of reserve funds;  
11 (VII) Procedures for the adoption and amendment of policies,  
12 procedures, and rules; and  
13 (VIII) Procedures for addressing disputes arising between the  
14 association and unit owners.  
15

16 4. MEMBER EDUCATION: (a) Pursuant to CRS 38-33.3-209.6. The board may authorize, and  
17 account for as a common expense, reimbursement of board members for their actual and necessary expenses  
18 incurred in attending educational meetings and seminars on responsible governance of unit owners' associations.  
19 The course content of such educational meetings and seminars shall be specific to Colorado, and shall make  
20 reference to applicable sections of this article.

21 (b) The association shall provide, or cause to be provided, education to owners at no cost  
22 on at least an annual basis as to the general operations of the association and the rights and responsibilities of  
23 owners, the association, and its executive board under Colorado law. The criteria for compliance with this section  
24 shall be determined by the executive board.  
25

26 E. LOT MEMBERSHIP AND VOTING POWER: Each lot shall be entitled to one membership in the  
27 Association. All lots shall have equal voting power. Memberships shall be appurtenant to and may not be separated  
28 from lot ownership.  
29

30 F. NOTICE: Notice to members may be sent by first class mail, facsimile or email to the last known  
31 address of each member as reflected on the records of the Association. It shall be each member's sole responsibility  
32 and obligation to keep the Association informed of each member's correct address. Purchasers of lots shall provide  
33 the Association with their names and mailing addresses within 30 days of recording of the conveyance by which a  
34 member takes title to a lot. The Association may adopt alternative or additional means of notification that are  
35 reasonably deemed to be as effective or more so as that stated herein.  
36

### 37 38 III. ASSESSMENTS 39

40 A. ASSESSMENTS: Each lot shall be obligated to pay a proportional share of the expenses of the  
41 Association levied against and allocated to such lot. Each assessment levied shall be a separate, distinct and  
42 personal debt and obligation of the lot owners against whom assessed. No lot may waive or otherwise escape  
43 liability for the assessment by non-use of the common elements, or abandonment of the lot. No assessment  
44 obligation may be passed to a successor in title, unless expressly assumed by the successor and approved by the  
45 Association.  
46

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

1 of mortgages, or in any other manner provided by law. At the Association's sole option, the Association may also  
2 sue for a personal judgment to collect any delinquent amounts from any defaulting lot owner.  
3

4 C. ANNUAL BUDGET: The Association shall prepare an annual budget of expenses in the manner  
5 provided by law.  
6

7 D. SPECIAL ASSESSMENTS: If the assessments received by the Association are inadequate to meet the  
8 expenses of the Association, including because of nonpayment of assessments by members, the Association may  
9 amend the budget and levy a special assessment.  
10

11 E. LATE CHARGES AND INTEREST: Any assessment not paid within 30 days after the due date shall  
12 bear interest from the due date at 18% per year and a late charge to be determined by the Board, from time to time.  
13 Any delinquent member shall also be liable for attorney's fees and all other related cost incurred as a result of such  
14 delinquency, including all court, collection, and/or arbitration costs.  
15

16 F. NO OFFSETS: All assessments shall be payable in the amounts specified in the levy thereof and no  
17 offsets or reductions shall be permitted for any reason, unless specifically approved by the Association.  
18

19 G. ALLOCATION OF ASSESSMENTS:

20 1. Allocation of interests in common elements and expenses of the Association shall be  
21 determined by dividing the total interest or expenses by the number of lots for which a final plat has been recorded.  
22

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

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

28 H. DECLARANT RESPONSIBILITIES: Declarant shall be responsible for all Association expenses until  
29 completion of infrastructure improvements.  
30

31 I. ASSOCIATION RESPONSIBILITIES:

32 1. The Association shall:

- 33 a) Operate, maintain, repair and replace all common areas, if any;
- 34 b) Operate, maintain, repair and replace community identification sign(s), open space  
35 (public or private), trails, community mail boxes if not maintained by the US Post Office,  
36 and stormwater detention surface areas.
- 37 c) Operate, maintain, repair and replace all common irrigation facilities, ditches and  
38 pipelines. Individual lot owners shall be responsible for maintenance, repair, and  
39 replacement of all irrigation facilities downstream of their connection to the common  
40 system.
- 41 d) Maintain, including landscaping, snow removal, trash pickup and weed control of the  
42 shared driveway and adjacent areas and the Graham Mesa Avenue Bike/Pedestrian Trail.  
43 Maintenance of the Graham Mesa Avenue Trail does not include repair or replacement of  
44 the sidewalk, except as otherwise hereafter agreed, or as provided by law.
- 45 e) Any and all obligations assigned or delegated to the Developer or Homeowners  
46 Association by the Subdivision Improvements Agreement(s) for HOMESTEAD  
47 NORTH.
- 48 f) Obtain and maintain insurance coverage(s) the board deems appropriate pursuant to  
49 C.R.S. 38-33.3-313, as amended.
- 50 g) Shared driveway and lot perimeter fencing shall be maintained by the Association. All  
51 interior fences and individual lot gates shall be maintained by the individual lot owner.
- 52 h) The sanitary sewer lines upstream of the manhole on the south boundary of Lot 4 are  
53 private and shall be maintained by the Association.

1  
2 2. OTHER ACTIONS: The Association may take such other actions as the Association or the  
3 members may determine from time to time.  
4

5 3. LOT MAINTENANCE: If any lot owner fails to maintain the lot and the improvements in a  
6 manner consistent with the requirements of this Declaration and the rules and regulations of the Association, after 15  
7 days notice of alleged violation, the Association, upon a vote of a majority of the directors, may enter upon said lot  
8 and repair and maintain the surface and exterior of any improvements in conformance with this Declaration. All  
9 costs of such repair or maintenance shall be assessed against said lot.  
10

11 J. SURPLUS FUNDS: Any surplus funds may be allocated to a capital reserve account if the executive  
12 board, by resolution, adopts a plan for use of any such capital reserves. If not so allocated, surplus funds shall be  
13 refunded to lot owners, or credited to them to reduce their future common expense assessments.  
14

15  
16 IV. USE RESTRICTIONS: The following restrictions are imposed as a common scheme upon the community for  
17 the benefit of the community and shall be enforced, at the sole discretion of the board of directors, as they may deem  
18 proper. All such restrictions are subject to the reserved Development Rights and Special Declarant rights of  
19 Declarant.  
20

21 A. ACCESSORY DWELLING UNIT: To the extent allowed by the Rifle Municipal Code and subject to  
22 ACC review and approval, an accessory dwelling unit may be incorporated into the primary residence or as a  
23 separate structure.  
24

25 B. ACCESSORY STRUCTURES: One or more non-residential outbuildings may be allowed, subject to  
26 ACC review and approval, one of which may be a detached garage. All such outbuildings shall conform to the  
27 general architectural scheme of the residence and the community.  
28

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

37 Purchasers and residents of HOMESTEAD NORTH, by their voluntarily electing to purchase a lot  
38 or reside in HOMESTEAD NORTH, hereby waive any right they may have to assert that normal and customary  
39 agricultural practices on adjoining lots or lands constitute a public or private nuisance.  
40

41 D. ALTERNATIVE ENERGY SOURCES: Reasonable accommodation to design standards shall be  
42 considered for alternative energy sources such as solar power, but not including windmills. Screening or alternative  
43 finishes that do not unreasonably compromise energy efficiency may be required as a condition of approval.  
44

45 E. ANIMALS: Only those animals allowed by the Rifle Municipal Code shall be allowed. Any such  
46 animals shall only be allowed if they do not unreasonably interfere with any other lot owner's use and enjoyment.  
47 The Association is specifically empowered to take action against any lot owner or occupant if animals kept thereon  
48 become a nuisance. All such pets, including cats, shall be restrained within the lot boundaries, unless under the  
49 direct and immediate control of a handler. All pets shall be subject to all applicable provisions of the Rifle  
50 Municipal Code and any rules and regulations adopted by the Association. Any dog barking is hereby deemed to be  
51 an unreasonable interference with other lot owner's use and enjoyment. The Board may adopt a schedule of fines to  
52 be assessed for any animal violation.  
53

1 F. ANTENNAS: No exterior television antennas shall be allowed, unless fully screened. Single staff radio  
2 antennas and satellite reception dishes are allowable, but subject to ACC review and approval upon such terms and  
3 conditions as the ACC may deem appropriate.  
4

5 G. CONSTRUCTION: All construction materials shall be stored on site in a neat and orderly manner so as  
6 not to create an unsightly condition or to allow debris to scatter. All construction shall be diligently pursued and  
7 completed within a reasonable time. All construction sites shall be provided with access to bathroom facilities and a  
8 well maintained trash depository.  
9

10 H. FENCES:

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

13 2. All lot perimeter fences, if any, shall be 2-rail dowel pole with an optional wire mesh,  
14 maximum height of 36 inches.

15 3. Paragraph No. 2 above notwithstanding, lot perimeter fences along adjoining properties (south,  
16 west, and north exterior boundaries of Homestead North) may be 6 foot "privacy" style, with the finished side facing  
17 inward.

18 4. Privacy style fences are allowed around the residence, but no closer than 50 feet to the lot  
19 perimeter and shall be "two sided" or the finished side shall face outward.

20 5. The Association shall maintain lot fences between lots, along Graham Mesa Ave. and along the  
21 shared driveway. An easement is hereby imposed on each of the lots in favor of the Association for access for fence  
22 maintenance and replacement. Exterior lot fences on the south, west, and north boundaries of the property shall be  
23 maintained by the individual lot owners.

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

27 7. In addition to the foregoing requirements, the Rifle Municipal Code contains additional  
28 restrictions which must be complied with and are enforceable by the Association. The Rifle Municipal Code, in  
29 part, restricts fence height to 6 feet and fences in the front yard setback area cannot exceed 4 feet and cannot be any  
30 closer than 1 foot to the sidewalk. Additional requirements are imposed for fences on street corners.  
31

32 I. IRRIGATION SYSTEMS:

33 1. All landscaped areas requiring regular irrigation must be serviced by a functional underground  
34 irrigation system that is approved by the ACC. All such systems shall provide for adequately sized zones for the  
35 water volumes and pressures available and shall include an automatic irrigation controller.

36 2. Declarant has dedicated 0.15cfs of Priority #80 from the Rifle Creek Canon Ditch to the  
37 Association and installed a pump, control and distribution system for raw water irrigation of all lot areas, including  
38 lawn landscaping adjacent to residential improvements.

39 3. The Board shall establish a system of watering times and volume limitations to allow for the  
40 reasonable and equitable distribution of the dedicated irrigation to each of the lots. Each lot owner shall submit to  
41 the Association plans and specifications for their lot irrigation system showing that said plans are compatible with  
42 the existing system. The Association may require reasonable changes to the proposed system to facilitate the joint  
43 use of the available water.

44 4. If the available water is less than the decreed amount or the amount needed by all the users, the  
45 water available shall be equitably apportioned between the lots.

46 5. All exterior landscaping shall only be irrigated from the raw water irrigation system. No  
47 outside watering with treated domestic water is allowed. If treated domestic water is used for outside irrigation,  
48 additional fees may be due the City of Rifle.  
49

50 J. LANDSCAPING: All lots shall be landscaped within one year of completion of the original  
51 improvements to the following standards:

52 1. All landscaping shall be maintained in a visually attractive condition at all times, including all  
53 easement areas within any lot.

2. 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.

3. Landscaping plans shall be subject to approval of the ACC.

4. Xeriscape or other forms of landscaping that require less watering are encouraged.

5. Remainder of lot shall be left in natural vegetation or pasture/dry land type grasses.

6. All noxious weed infestations shall be controlled as soon as practicable, using best available methods.

K. LIGHTING: All exterior lighting shall be indirect or of such controlled focus and intensity as to not unreasonably disturb adjacent residents on other 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. ARCHITECTURAL GUIDELINES

1. Height restrictions: Highest point of any ridgeline (vents, chimneys etc may exceed this height by 5 feet):

Lot 1 Actual of existing home

Lot 2 Per RMC

Lot 3 15 feet above lower level floor of existing home on Lot 1

Lot 4 Same as Lot 3

2. Minimum setback from interior lot lines: 65 feet for all buildings.

3. Minimum setback from exterior lot lines: same as Rifle Municipal Code. North and South lot lines are deemed to be the front and rear lot lines.

4. Asphalt or concrete driveway from private drive to garage minimum 10' width

5. Minimum finished area of lot, house, concrete, asphalt and landscaping 25,000 sq.ft.

6. Un-landscaped area shall be maintained in natural vegetation or pasture/dryland type grasses and kept weed and dust free.

7. Homes shall be of a style complimentary with existing home on Lot 1, as determined by the ACC.

The following design elements are offered as an illustrative, but not exhaustive, list of acceptable styles and elements: a) stucco siding on southwest style with hip roof of architectural asphalt shingles or adobe style flat roof; b) Stained cedar siding and wood, metal or architect shingle roofing on gabled roof for western or Adirondak style; c) Vinyl may be used for for vented soffits and windows only; d) Exterior decks or porches may be wood, Trex, or concrete;

8. Minimum square footage finished at the time of original occupancy, 2300 sq.ft., not including garage.

9. Minimum of a 3-bay garage attached or detached

10. Ancillary dwelling and/or outbuildings, if any, shall be of color and style complimentary to the residence.

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.

O. 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.

1  
2 P. MODIFICATION AND AMENDMENTS: The Association may modify, amend, or waive any of the  
3 foregoing restrictions, or otherwise restrict and regulate the use and occupancy of the community and lots by  
4 reasonable rules and regulations of general application. These Declarations may be amended as provided by law.  
5

6 Q. NUISANCES: No nuisance or unsightly object, in the sole determination of the Association, using an  
7 objective reasonable person standard, shall be allowed nor shall any use or practice be allowed which is a source of  
8 unreasonable annoyance to residents or which unreasonably interferes with the peaceful possession and proper use  
9 of any lot. In accordance with the provision regarding pets, it shall be a nuisance for anyone to keep a dog or other  
10 animal that barks, howls or makes other unreasonable noises that interferes with the peace of neighboring lots. No  
11 immoral, improper, offensive, or unlawful use shall be made of the property nor any part thereof.  
12

13 R. SIGNS: Subject to the Special Declarant rights, and the RMC, all signs shall be subject to review and  
14 conditions imposed by the ACC.  
15

16 S. TEMPORARY BUILDINGS: No used or previously erected or temporary house, structure, house  
17 trailer, mobile home, or other non-permanent outbuilding shall be placed, or allowed to remain on any lot, except  
18 during construction, subject however to Declarant's right to maintain such temporary trailers or buildings as it deems  
19 necessary for construction, sales and marketing purposes.  
20

21 T. TRASH: All trash, garbage, refuse, rubbish and vegetation cuttings shall be kept in suitable containers  
22 and disposed of regularly. Nothing herein shall be construed to prohibit composting if done in a reasonable manner  
23 so as not to foster or create an unsightly condition, vermin or odors.  
24

25 U. VEHICLES:

- 26 1. The minimum number of off-street parking spaces as required by the RMC shall be maintained on  
27 each lot.  
28 2. Only operable and currently licensed vehicles shall be kept or maintained on any lot unless  
29 enclosed in a garage or other screened area.  
30 3. Recreational vehicles, trailers, campers, snowmobiles, other sports utility machinery or other  
31 moderately sized equipment or machinery may be stored on a lot, if done so in a neat, orderly and  
32 well maintained manner. Covered and/or screened storage areas or landscape screening are  
33 encouraged, but not mandatory.  
34 4. Commercial vehicles, other than those used for daily transportation, shall not be stored on a lot.  
35

36 V. WEED CONTROL: It shall be each lot owner's responsibility to control all noxious weeds on the entire  
37 lot. If any lot owner fails to control weeds in a reasonable manner, the Association, after 15 days notice, may enter  
38 the lot and perform such actions as it deems appropriate for weed control and assess the lot owner for all expenses of  
39 such weed control.  
40

41  
42 V. ARCHITECTURAL REVIEW  
43

44 A. ARCHITECTURAL CONTROL COMMITTEE: There is hereby established an Architectural Control  
45 Committee ("ACC") which shall be composed of one or more persons appointed by the board of directors for one  
46 year terms.  
47

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



1  
2 C. ARCHITECTURAL STANDARDS: The ACC shall exercise its best judgment to see that all  
3 improvements, construction, landscaping, and alterations approved by the ACC conform with the character,  
4 standards, and esthetics of the community as a whole. No ACC member shall be liable in damages to anyone for  
5 any action or inaction in the role of the committee representative or by the committee, whether negligent,  
6 inadvertent or otherwise, related to approval or disapproval of any plans, proposals, or reviewable activities  
7 hereunder.  
8

9 D. APPROVAL DEADLINE. In the event the ACC fails to approve or disapprove such design and  
10 location within 10 business days after said plans and specifications have been submitted to it, approval will not be  
11 required and this article will be deemed to have been fully complied with. To commence the 10 day time period  
12 described herein, the proponent must submit his plans and specifications, in person, to the ACC chairman or other  
13 person designated by the committee and receive a written dated receipt reflecting the commencement of the 10 day  
14 period.  
15

16 E. VARIANCES. The committee may allow reasonable variances to any of the restrictions contained  
17 herein, or rules and regulations adopted by the Association or ACC on such terms and conditions as the ACC may  
18 impose. No variance shall be granted until written notice of the request for such variance has been provided to all  
19 lot owners.  
20

21 F. COSTS: The ACC may assess reasonable fees for any review requested. In the event that an application  
22 requires extraordinary legal, engineering, or expert review which would entail a cost to the Association,, the ACC  
23 shall notify the applicant of the estimated extra costs and shall not be required to take further action until the  
24 estimated cost of any such review has been paid by applicant. Any delay caused by applicant's failure to pay costs  
25 shall be added to the 10 business day review time limit. Any unpaid ACC review fees or costs may be assessed  
26 against the subject lot and owner.  
27

## 28 29 VI. COMMON AREAS. 30

31 A. COMMON AREAS: The shared driveway, adjacent easements, and all lot line easements are common  
32 areas that may be used for the benefit of one or more lots.  
33

34 B. COMMON ELEMENTS EASEMENT: Subject to provisions of this Declaration, as amended; the  
35 Association by-laws; and rules and regulations adopted by the Association; lot owners have an easement in the  
36 common elements for the purpose of access to their lots and to use the common elements for all other purposes.  
37

38 F. RECREATIONAL USES: Unless otherwise agreed by Declarant no person, other than the Declarant  
39 and its agents, employees, shall have any right to use or occupancy of unimproved lots and common areas.  
40

## 41 42 VII. DEVELOPMENT RIGHTS 43

44 A. DEVELOPMENT RIGHTS: Declarant reserves the following "development rights":  
45

- 46 1. To create lots, common elements, or limited common elements within this common interest  
47 community; and
- 48 2. To withdraw real estate from this common interest community.

49 B. SPECIAL DECLARANT RIGHTS: Declarant reserves the following "Special Declarant Rights":  
50

- 51 1. To complete improvements indicated on plats and maps filed with or referred to in this  
52 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

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

1. The Development Rights and Special Declarant Rights reserved shall expire as to any portion of HOMESTEAD NORTH at the earlier of 10 years from the recording of this Declaration or recording of a Final Plat for that particular portion of HOMESTEAD NORTH, 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.
2. 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.
3. The maximum number of lots Declarant reserves the right to create in this common interest community is: 4 lots or units the character of which is to be determined when such Development Rights are exercised.
4. Declarant may maintain sales offices, management offices, and models in the common interest community. 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.
5. 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.
6. Declarant may amend the Declaration at any time before expiration of reserved development rights or special Declarant rights to the extent allowed by law.
7. All income or proceeds from real estate subject to development rights inures to the Declarant.
8. 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.
9. 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 owner 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

1 deemed to be a waiver of the right to do so thereafter. The City of Rifle shall be a 3rd party beneficiary of this  
2 Declaration and may, but shall have no obligation to or liability for, failure to exercise its rights hereunder.

3  
4 B. FURTHER SUBDIVISION OF LOTS. Lots may be further subdivided with the consent of the ACC  
5 and subject to the land use regulations of the City of Rifle.

6  
7 C. LENDER'S AUTHORITY. Lenders who hold security interests encumbering the lots shall have no  
8 authority to approve actions of the Association, or Declarant in exercise of their rights and obligations to the  
9 community. This provision may be amended by Declarant, or the Association, if required by law or regulation, or  
10 general lender requirements, without the consent of any security holders.

11  
12 D. COLORADO COMMON INTEREST OWNERSHIP ACT. Except to the extent expressly stated herein  
13 and allowed by law, this community shall be governed by the provisions of the Colorado Common Interest  
14 Ownership Act (C.R.S. 38-33.3-101 et seq.), as amended from time to time.

15  
16 E. SEVERABILITY. If any provisions of this Declaration or the application thereof to any person or  
17 circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which  
18 can be given effect without the invalid provisions of application and, to this end, the provisions of this Declaration  
19 are severable to the extent such can be done so in a just and equitable manner to all parties concerned.

20  
21 F. AMENDMENT. This Declaration is subject to amendment by Declarant as more fully set forth herein,  
22 to the extent allowed by law.

23  
24 WSJ, LLC, Declarant

25  
26   
27 John W. Savage, Managing Member

28  
29  
30 State of Colorado, County of Garfield ) ss.

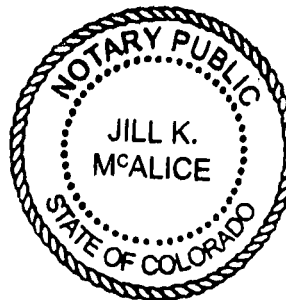
31  
32 The foregoing Declaration was acknowledged before me on July 10, 2008 by John W. Savage, as  
33 Managing Member of WSJ, LLC.

34 MY COMMISSION EXPIRES

35 My commission expires: 08/18/2011

36 Witness my hand and seal.

37  
38   
39 Notary Public



**HOMESTEAD NORTH**  
**DECLARATION OF COLORADO COMMON INTEREST COMMUNITY**

**I. DECLARATION**

A. WSJ, LLC ("Declarant"), owner of the following described real property ("Property"), 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:

**T. 6 S., R. 93 W., 6<sup>th</sup> P.M.**

**Sec. 3: SE1/4SW1/4SW1/4**

**COUNTY OF GARFIELD, STATE OF COLORADO.**

SAID PARCEL OF LAND BEING NOW MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3;

THENCE N89°40'04"E 666.02 FEET, ALONG THE NORTH BOUNDARY OF THE PROMONTORY AT GRAHAM MESA FILING 2, FINAL PLAT RECORDED AT REC. NO. 676998, TO THE SOUTHWEST CORNER OF SAID SE1/4SW1/4SW1/4, THE TRUE POINT OF BEGINNING;

THENCE N00°24'17"W 661.00 FEET, ALONG THE WESTERLY LINE OF SAID SE1/4SW1/4SW1/4, TO THE NORTHWEST CORNER OF SAID SE1/4SW1/4SW1/4, SAID POINT BEING ON THE SOUTH LINE OF THE AMENDED RHOADES SUBDIVISION EXEMPTION, PLAT RECORDED AT REC. NO. 677531;

THENCE N89°40'36"E 665.94 FEET, ALONG SAID SOUTH LINE OF THE RHOADES EXEMPTION TO THE NORTHEAST CORNER OF SAID SE1/4SW1/4SW1/4;

THENCE S00°24'43"E 660.90 FEET, ALONG THE EASTERLY LINE OF SAID SE1/4SW1/4SW1/4 TO THE WEST 1/16<sup>TH</sup> CORNER BETWEEN SAID SECTION 3 & SECTION 10, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF THE PROMONTORY AT GRAHAM MESA FILING 1 PLAT, RECORDED AT RECEP. NO. 627605;

THENCE S89°40'04"W 666.02 FEET, ALONG THE NORTHERLY BOUNDARY OF SAID PROMONTORY PHASE I AND SAID PROMONTORY FILING 2 TO THE TRUE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINING 10.104 ACRES MORE OR LESS.

Now described as: HOMESTEAD NORTH, LOTS 1-4, all according to the Final Plat for HOMESTEAD NORTH recorded on 7/28/2008 at Rec. No. 753169.

B. PLANNED COMMON INTEREST COMMUNITY: HOMESTEAD NORTH ("community"), located in The City of Rifle, Garfield County, Colorado; is a planned common interest 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 Plat and Subdivision Improvements Agreement, 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.

E. PLAT NOTES: In addition to other matters contained therein, the following notes appear on the HOMESTEAD NORTH Final Plat (paragraph numbers correspond to the numbering of plat notes on the indicated plat.) Omitted plat notes are technical matters not generally relevant to individual lot owners.):

**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.

1           2. LOT ACCESS: No individual driveways may directly access Graham Mesa Avenue. All lots shall  
2 use the shared driveway for access to Graham Mesa Avenue.

3           3. UTILITY AND DRAINAGE EASEMENTS: All lots have perimeter Utility and Drainage  
4 Easements as specified on the Final Plat. In addition, there is hereby created a blanket easement on all lots for such  
5 additional areas as may be reasonably necessary to construct, maintain, repair, replace and extend all utilities.

6           4. WILDLIFE DAMAGE: No governmental entity, including, but not limited to, the City of Rifle  
7 Garfield County, or the State of Colorado Division of Wildlife, are responsible for damage to private property  
8 caused by wildlife.

9           5. LANDSCAPE IRRIGATION LIMITATIONS: All outside irrigation is provided from a raw water  
10 irrigation system. No outside irrigation by use of treated domestic water is allowed. Irrigation of any outside  
11 landscaping with treated domestic water will require payment of additional fees to the City of Rifle.

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

15           7. SHARED DRIVEWAY EASEMENTS: The shared driveway easement is for ingress, egress, and  
16 underground utilities to all four lots. Maintenance of the shared driveway shall be the responsibility of the  
17 Homestead North Homeowners Association ("HOA"). An easement is hereby granted to all applicable  
18 governmental jurisdictions for use of the shared driveway for emergency and administrative ingress and egress.

19           8. PRIVATE SANITARY SEWER LINES: All sanitary sewer lines upstream from the manhole on the  
20 southerly boundary of the property are private. Maintenance, repair and replacement are the responsibility of the  
21 Homestead North Homeowners Association.

22           9. MINERAL DEVELOPMENT: All mineral rights in the property have been severed, however owner  
23 has retained all rights to control surface uses and hereby conveys and dedicates those rights to the Homestead North  
24 Homeowners Association. No surface use of the property for mineral development shall be allowed except with the  
25 unanimous consent of all lot owners.

26  
27  
28           E. DEFINITIONS:

29           ACC: Architectural Control Committee created by Article IV.

30           LOTS: Each lot of HOMESTEAD NORTH shall be considered a unit, as defined by the CCIOA. Unit,  
31 unit owner, lot and lot owner are used interchangeably herein, unless the context indicates otherwise.

32           RMC: Rifle Municipal Code.

33  
34  
35  
36           II. ASSOCIATION

37  
38           A. ASSOCIATION: Declarant has formed HOMESTEAD NORTH Homeowners Association, Inc.  
39 ("Association or HOA") for the purposes of exercising the rights and obligations of the Association as set forth in  
40 this Declaration.

41  
42           B. ORGANIZATION AND OPERATION OF THE ASSOCIATION:

43  
44           1. EXECUTIVE BOARD: The Association shall be governed by a Board of Directors, (executive  
45 board as defined by the CCIOA), and shall act through the officers appointed by the executive board. The terms  
46 "executive board" and "Board of Directors, or Directors" are used interchangeably herein, unless the context  
47 indicates otherwise. The Association shall have all powers allowed herein or granted by law.

48  
49           2. DIRECTORS: All four members of the Association shall be members of the Board of Directors.

50  
51           3. RESPONSIBLE GOVERNANCE POLICIES: Pursuant to CRS 38-33.3-209.5. the Board shall  
52 adopt the following responsible governance policies.

53           (a) To promote responsible governance, associations shall:

- (i) Maintain accurate and complete accounting records; and  
(ii) Adopt policies, procedures, and rules and regulations concerning:  
(I) Collection of unpaid assessments;  
(II) Handling of conflicts of interest involving board members;  
(III) Conduct of meetings, which may refer to applicable provisions of the nonprofit code or other recognized rules and principles;  
(IV) Enforcement of covenants and rules, including notice and hearing procedures and the schedule of fines;  
(V) Inspection and copying of association records by unit owners;  
(VI) Investment of reserve funds;  
(VII) Procedures for the adoption and amendment of policies, procedures, and rules; and  
(VIII) Procedures for addressing disputes arising between the association and unit owners.

4. MEMBER EDUCATION: (a) Pursuant to CRS 38-33.3-209.6. The board may authorize, and account for as a common expense, reimbursement of board members for their actual and necessary expenses incurred in attending educational meetings and seminars on responsible governance of unit owners' associations. The course content of such educational meetings and seminars shall be specific to Colorado, and shall make reference to applicable sections of this article.

(b) The association shall provide, or cause to be provided, education to owners at no cost on at least an annual basis as to the general operations of the association and the rights and responsibilities of owners, the association, and its executive board under Colorado law. The criteria for compliance with this section shall be determined by the executive board.

E. 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.

F. NOTICE: Notice to members may be sent by first class mail, facsimile or email 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 member's correct 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 law. 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

1 of mortgages, or in any other manner provided by law. At the Association's sole option, the Association may also  
2 sue for a personal judgment to collect any delinquent amounts from any defaulting lot owner.

3  
4 C. ANNUAL BUDGET: The Association shall prepare an annual budget of expenses in the manner  
5 provided by law.

6  
7 D. SPECIAL ASSESSMENTS: If the assessments received by the Association are inadequate to meet the  
8 expenses of the Association, including because of nonpayment of assessments by members, the Association may  
9 amend the budget and levy a special assessment.

10  
11 E. LATE CHARGES AND INTEREST: Any assessment not paid within 30 days after the due date shall  
12 bear interest from the due date at 18% per year and a late charge to be determined by the Board, from time to time.  
13 Any delinquent member shall also be liable for attorney's fees and all other related cost incurred as a result of such  
14 delinquency, including all court, collection, and/or arbitration costs.

15  
16 F. NO OFFSETS: All assessments shall be payable in the amounts specified in the levy thereof and no  
17 offsets or reductions shall be permitted for any reason, unless specifically approved by the Association.

18  
19 G. ALLOCATION OF ASSESSMENTS:

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

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

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

27  
28 H. DECLARANT RESPONSIBILITIES: Declarant shall be responsible for all Association expenses until  
29 completion of infrastructure improvements.

30  
31 I. ASSOCIATION RESPONSIBILITIES:

32 1. The Association shall:

- 33 a) Operate, maintain, repair and replace all common areas, if any;  
34 b) Operate, maintain, repair and replace community identification sign(s), open space  
35 (public or private), trails, community mail boxes if not maintained by the US Post Office,  
36 and stormwater detention surface areas.  
37 c) Operate, maintain, repair and replace all common irrigation facilities, ditches and  
38 pipelines. Individual lot owners shall be responsible for maintenance, repair, and  
39 replacement of all irrigation facilities downstream of their connection to the common  
40 system.  
41 d) Maintain, including landscaping, snow removal, trash pickup and weed control of the  
42 shared driveway and adjacent areas and the Graham Mesa Avenue Bike/Pedestrian Trail.  
43 Maintenance of the Graham Mesa Avenue Trail does not include repair or replacement of  
44 the sidewalk, except as otherwise hereafter agreed, or as provided by law.  
45 e) Any and all obligations assigned or delegated to the Developer or Homeowners  
46 Association by the Subdivision Improvements Agreement(s) for HOMESTEAD  
47 NORTH.  
48 f) Obtain and maintain insurance coverage(s) the board deems appropriate pursuant to  
49 C.R.S. 38-33.3-313, as amended.  
50 g) Shared driveway and lot perimeter fencing shall be maintained by the Association. All  
51 interior fences and individual lot gates shall be maintained by the individual lot owner.  
52 h) The sanitary sewer lines upstream of the manhole on the south boundary of Lot 4 are  
53 private and shall be maintained by the Association.

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

3. LOT MAINTENANCE: If any lot owner fails to maintain the lot and the improvements in a manner consistent with the requirements of this Declaration and the rules and regulations of the Association, after 15 days notice of alleged violation, the Association, upon a vote of a majority of the directors, may enter upon 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.

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. AGRICULTURAL USES: Future lot owners and residents are advised, that undeveloped lots and lands adjacent to HOMESTEAD NORTH 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.

Purchasers and residents of HOMESTEAD NORTH, by their voluntarily electing to purchase a lot or reside in HOMESTEAD NORTH, hereby waive any right they may have to assert that normal and customary agricultural practices on adjoining lots or lands constitute a public or private nuisance.

D. 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.

E. 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 owner's 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. Any dog barking is hereby deemed to be an unreasonable interference with other lot owner's use and enjoyment. The Board may adopt a schedule of fines to be assessed for any animal violation.



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

4  
5 G. CONSTRUCTION: All construction materials shall be stored on site in a neat and orderly manner so as  
6 not to create an unsightly condition or to allow debris to scatter. All construction shall be diligently pursued and  
7 completed within a reasonable time. All construction sites shall be provided with access to bathroom facilities and a  
8 well maintained trash depository.

9  
10 H. FENCES:

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

13 2. All lot perimeter fences, if any, shall be 2-rail dowel pole with an optional wire mesh,  
14 maximum height of 36 inches.

15 3. Paragraph No. 2 above notwithstanding, lot perimeter fences along adjoining properties (south,  
16 west, and north exterior boundaries of Homestead North) may be 6 foot "privacy" style, with the finished side facing  
17 inward.

18 4. Privacy style fences are allowed around the residence, but no closer than 50 feet to the lot  
19 perimeter and shall be "two sided" or the finished side shall face outward.

20 5. The Association shall maintain lot fences between lots, along Graham Mesa Ave. and along the  
21 shared driveway. An easement is hereby imposed on each of the lots in favor of the Association for access for fence  
22 maintenance and replacement. Exterior lot fences on the south, west, and north boundaries of the property shall be  
23 maintained by the individual lot owners.

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

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

31  
32 I. IRRIGATION SYSTEMS:

33 1. All landscaped areas requiring regular irrigation must be serviced by a functional underground  
34 irrigation system that is approved by the ACC. All such systems shall provide for adequately sized zones for the  
35 water volumes and pressures available and shall include an automatic irrigation controller.

36 2. Declarant has dedicated 0.15cfs of Priority #80 from the Rifle Creek Canon Ditch to the  
37 Association and installed a pump, control and distribution system for raw water irrigation of all lot areas, including  
38 lawn landscaping adjacent to residential improvements.

39 3. The Board shall establish a system of watering times and volume limitations to allow for the  
40 reasonable and equitable distribution of the dedicated irrigation to each of the lots. Each lot owner shall submit to  
41 the Association plans and specifications for their lot irrigation system showing that said plans are compatible with  
42 the existing system. The Association may require reasonable changes to the proposed system to facilitate the joint  
43 use of the available water.

44 4. If the available water is less than the decreed amount or the amount needed by all the users, the  
45 water available shall be equitably apportioned between the lots.

46 5. All exterior landscaping shall only be irrigated from the raw water irrigation system. No  
47 outside watering with treated domestic water is allowed. If treated domestic water is used for outside irrigation,  
48 additional fees may be due the City of Rifle.

49  
50 J. LANDSCAPING: All lots shall be landscaped within one year of completion of the original  
51 improvements to the following standards:

52 1. All landscaping shall be maintained in a visually attractive condition at all times, including all  
53 easement areas within any lot.

2. 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.

3. Landscaping plans shall be subject to approval of the ACC.

4. Xeriscape or other forms of landscaping that require less watering are encouraged.

5. Remainder of lot shall be left in natural vegetation or pasture/dry land type grasses.

6. All noxious weed infestations shall be controlled as soon as practicable, using best available methods.

K. LIGHTING: All exterior lighting shall be indirect or of such controlled focus and intensity as to not unreasonably disturb adjacent residents on other 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. ARCHITECTURAL GUIDELINES

1. Height restrictions: Highest point of any ridgeline (vents, chimneys etc may exceed this height by 5 feet):

Lot 1 Actual of existing home

Lot 2 Per RMC

Lot 3 15 feet above lower level floor of existing home on Lot 1

Lot 4 Same as Lot 3

2. Minimum setback from interior lot lines: 65 feet for all buildings.

3. Minimum setback from exterior lot lines: same as Rifle Municipal Code. North and South lot lines are deemed to be the front and rear lot lines.

4. Asphalt or concrete driveway from private drive to garage minimum 10' width

5. Minimum finished area of lot, house, concrete, asphalt and landscaping 25,000 sq.ft.

6. Un-landscaped area shall be maintained in natural vegetation or pasture/dryland type grasses and kept weed and dust free.

7. Homes shall be of a style complimentary with existing home on Lot 1, as determined by the ACC. The following design elements are offered as an illustrative, but not exhaustive, list of acceptable styles and elements: a) stucco siding on southwest style with hip roof of architectural asphalt shingles or adobe style flat roof; b) Stained cedar siding and wood, metal or architect shingle roofing on gabled roof for western or Adirondak style; c) Vinyl may be used for for vented soffits and windows only; d) Exterior decks or porches may be wood, Trex, or concrete;

8. Minimum square footage finished at the time of original occupancy, 2300 sq.ft., not including garage.

9. Minimum of a 3-bay garage attached or detached

10. Ancillary dwelling and/or outbuildings, if any, shall be of color and style complimentary to the residence.

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.

O. 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.



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1  
2 P. MODIFICATION AND AMENDMENTS: The Association may modify, amend, or waive any of the  
3 foregoing restrictions, or otherwise restrict and regulate the use and occupancy of the community and lots by  
4 reasonable rules and regulations of general application. These Declarations may be amended as provided by law.  
5

6 Q. NUISANCES: No nuisance or unsightly object, in the sole determination of the Association, using an  
7 objective reasonable person standard, shall be allowed nor shall any use or practice be allowed which is a source of  
8 unreasonable annoyance to residents or which unreasonably interferes with the peaceful possession and proper use  
9 of any lot. In accordance with the provision regarding pets, it shall be a nuisance for anyone to keep a dog or other  
10 animal that barks, howls or makes other unreasonable noises that interferes with the peace of neighboring lots. No  
11 immoral, improper, offensive, or unlawful use shall be made of the property nor any part thereof.  
12

13 R. SIGNS: Subject to the Special Declarant rights, and the RMC, all signs shall be subject to review and  
14 conditions imposed by the ACC.  
15

16 S. TEMPORARY BUILDINGS: No used or previously erected or temporary house, structure, house  
17 trailer, mobile home, or other non-permanent outbuilding shall be placed, or allowed to remain on any lot, except  
18 during construction, subject however to Declarant's right to maintain such temporary trailers or buildings as it deems  
19 necessary for construction, sales and marketing purposes.  
20

21 T. TRASH: All trash, garbage, refuse, rubbish and vegetation cuttings shall be kept in suitable containers  
22 and disposed of regularly. Nothing herein shall be construed to prohibit composting if done in a reasonable manner  
23 so as not to foster or create an unsightly condition, vermin or odors.  
24

25 U. VEHICLES:

- 26 1. The minimum number of off-street parking spaces as required by the RMC shall be maintained on  
27 each lot.  
28 2. Only operable and currently licensed vehicles shall be kept or maintained on any lot unless  
29 enclosed in a garage or other screened area.  
30 3. Recreational vehicles, trailers, campers, snowmobiles, other sports utility machinery or other  
31 moderately sized equipment or machinery may be stored on a lot, if done so in a neat, orderly and  
32 well maintained manner. Covered and/or screened storage areas or landscape screening are  
33 encouraged, but not mandatory.  
34 4. Commercial vehicles, other than those used for daily transportation, shall not be stored on a lot.  
35

36 V. WEED CONTROL: It shall be each lot owner's responsibility to control all noxious weeds on the entire  
37 lot. If any lot owner fails to control weeds in a reasonable manner, the Association, after 15 days notice, may enter  
38 the lot and perform such actions as it deems appropriate for weed control and assess the lot owner for all expenses of  
39 such weed control.  
40

41  
42 V. ARCHITECTURAL REVIEW  
43

44 A. ARCHITECTURAL CONTROL COMMITTEE: There is hereby established an Architectural Control  
45 Committee ("ACC") which shall be composed of one or more persons appointed by the board of directors for one  
46 year terms.  
47

48 B. ARCHITECTURAL REVIEW: No structure, landscaping, fencing or other improvement shall be  
49 constructed or maintained on any lot and no alteration, or repainting of the exterior of a structure shall be made and  
50 no landscaping performed unless complete plans and specifications, showing the exterior design, height, building  
51 materials and color scheme, location and size of driveways, plan of landscaping, fencing, walls and windbreaks, and  
52 the grading plan shall have been submitted to and approved in writing by the ACC and a copy of such plans, as  
53 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.

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 until written notice of the request for such variance has been provided to all lot owners.

F. COSTS: The ACC may assess reasonable fees for any review requested. In the event that an application requires extraordinary legal, engineering, or expert review which would entail a cost to the Association, 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.

#### VI. COMMON AREAS.

A. COMMON AREAS: The shared driveway, adjacent easements, and all lot line easements are common areas that may be used for the benefit of one or more lots.

B. 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.

F. RECREATIONAL USES: Unless otherwise agreed by Declarant no person, other than the Declarant and its agents, employees, shall have any right to use or occupancy of unimproved lots and common areas.

#### VII. DEVELOPMENT RIGHTS

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

1. To create lots, common elements, or limited common elements within this common interest community; and
2. 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

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

1. The Development Rights and Special Declarant Rights reserved shall expire as to any portion of HOMESTEAD NORTH at the earlier of 10 years from the recording of this Declaration or recording of a Final Plat for that particular portion of HOMESTEAD NORTH, 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.
2. 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.
3. The maximum number of lots Declarant reserves the right to create in this common interest community is: 4 lots or units the character of which is to be determined when such Development Rights are exercised.
4. Declarant may maintain sales offices, management offices, and models in the common interest community. 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.
5. 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.
6. Declarant may amend the Declaration at any time before expiration of reserved development rights or special Declarant rights to the extent allowed by law.
7. All income or proceeds from real estate subject to development rights inures to the Declarant.
8. 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.
9. 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 owner 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

1 deemed to be a waiver of the right to do so thereafter. The City of Rifle shall be a 3rd party beneficiary of this  
2 Declaration and may, but shall have no obligation to or liability for, failure to exercise its rights hereunder.

3  
4 B. FURTHER SUBDIVISION OF LOTS. Lots may be further subdivided with the consent of the ACC  
5 and subject to the land use regulations of the City of Rifle.

6  
7 C. LENDER'S AUTHORITY. Lenders who hold security interests encumbering the lots shall have no  
8 authority to approve actions of the Association, or Declarant in exercise of their rights and obligations to the  
9 community. This provision may be amended by Declarant, or the Association, if required by law or regulation, or  
10 general lender requirements, without the consent of any security holders.

11  
12 D. COLORADO COMMON INTEREST OWNERSHIP ACT. Except to the extent expressly stated herein  
13 and allowed by law, this community shall be governed by the provisions of the Colorado Common Interest  
14 Ownership Act (C.R.S. 38-33.3-101 et seq.), as amended from time to time.

15  
16 E. SEVERABILITY. If any provisions of this Declaration or the application thereof to any person or  
17 circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which  
18 can be given effect without the invalid provisions of application and, to this end, the provisions of this Declaration  
19 are severable to the extent such can be done so in a just and equitable manner to all parties concerned.

20  
21 F. AMENDMENT. This Declaration is subject to amendment by Declarant as more fully set forth herein,  
22 to the extent allowed by law.

23  
24 WSJ, LLC, Declarant

25  
26   
27 John W. Savage, Managing Member

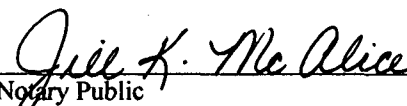
28  
29  
30 State of Colorado, County of Garfield ) ss.

31  
32 The foregoing Declaration was acknowledged before me on July 10, 2008 by John W. Savage, as  
33 Managing Member of WSJ, LLC.

34 MY COMMISSION EXPIRES

35 My commission expires: 08/18/2011

36 Witness my hand and seal.

37  
38   
39 Notary Public

