

**SECOND AMENDED  
DECLARATION OF PROTECTIVE COVENANTS  
GRAND VIEW PARK**

WHEREAS, by reason of a deed dated March 13, 1998, recorded March 17, 1998, at Reception No. 98002339 of the records of Grand County, Colorado, GRAND VIEW PARK, LLC became the Owner of the real property described on Exhibit A hereto (hereinafter "the Property"), which property was platted and subdivided as Grand View Park, Grand County, Colorado by Donna R. Hahn and Daniel L. Hahn; and

WHEREAS, Donna R. Hahn and Daniel L. Hahn recorded the Declaration of Protective Covenants for Grand View Park on June 23, 1997, at Reception No. 97005041 of the records of Grand County, Colorado; and

WHEREAS, the Declarant rights of Donna R. Hahn and Daniel L. Hahn have been transferred to Grand View Park, LLC pursuant to an Assignment and Assumption Agreement dated July 20, 1998, recorded July 30, 1998 at Reception No. 98008112 of the records of Grand County, Colorado; and

WHEREAS, Grand View Park LLC has amended the Declaration of Protective Covenants by substitution of the First Amended Declaration of Protective Covenants recorded August 18, 1998 at Reception No. 98008811 therefor; and

WHEREAS, Grand View Park LLC desires to again amend the First Amended Declaration of Protective Covenants by the substitution of this Second Amended Declaration of Protective Covenants therefor;

NOW, THEREFORE, Grand View Park LLC hereby declares that the Property shall be a Planned Community held, transferred, sold and conveyed subject to the terms of this Declaration. No property other than that described shall be deemed subject to this Declaration. The maximum number of units which Declarant reserves the right to create within the Property is fifty-six (56). The boundaries of each Lot created by this Declaration, including the unit's identifying number are set forth in the Amended Final Plat for the Property recorded in the real property records of Grand County, Colorado on June 23, 1997, bearing reception number 97005039.

**ARTICLE 1.00  
GOALS, PURPOSES AND PHILOSOPHY**

1.01 It is the intent of the Declarant to create Grand View Park as a quality residential community, development of which is controlled by this Declaration. This Declaration sets forth both general and specific requirements consistent with such intent. The Association and the DRC are authorized to adopt additional rules, regulations and requirements which may be necessary or desirable. Any reference herein to the Declaration, shall include any and all rules, regulations and requirements so adopted.

1.02 It is the purpose of this Declaration that the beauty of the Grand View Park area and the harmony of design shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument. It is essential that the construction, fencing, and pet enclosures be buffered in such a fashion to minimize the impact on wildlife.

1.03 The Property is subjected to this Declaration to insure reasonable and appropriate development and improvement; to protect owners against such improper use of surrounding property as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to obtain harmonious color schemes; to insure development in accordance with the plans of Declarant; to encourage and secure the erection of attractive structures with appropriate locations; to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets, and adequate space between structures; to ensure compliance with the Three Lakes Design Review Guidelines as approved and adopted by Grand County; and in general to provide adequately for quality improvements and thereby to enhance the value of the investment made by Owners.

## **ARTICLE 2.00 DEFINITION OF TERMS**

**Act** means the Colorado Common Interest Ownership Act. Undefined terms shall have the definitions set forth in the Act.

**Association** means Grand View Park Homeowners Association, a Colorado Non-Profit Corporation.

**Basement** shall mean any area of which fifty percent (50%) or more is underground and does not have an exterior entrance at ground level. A garden level walk out area is not deemed a basement.

**Board** means the Board of Directors of the Association.

**Common Elements** or **Common Areas** means any real estate within the Property owned or leased by the Association, other than a Lot.

**Common Expenses** means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation to reserves.

**Common Interest Community** or **Community** means the real estate described in this Declaration.

**C.R.S.** means the Colorado Revised Statutes.

**Declarant** means Grand View Park, LLC, a Colorado limited liability company, or any person or entity to which the Declarant rights have been transferred.

**Declaration** means this Second Amended Declaration of Protective Covenants.

**Design Review Guidelines or Guidelines** means the design guidelines for the Property which have been adopted by Declarant and which may be amended as set forth herein. These guidelines shall be followed by all builders, developers, property owners and residents of the Property. The DRC shall follow them in its review of plans submitted to it.

**DRC** means the Design Review Committee, which is also sometimes referred to as the "Committee".

**First Mortgagee** means the beneficiary of a first deed of trust or the holder of a first mortgage.

**Home Occupation** has the same meaning as in the Grand County Zoning Regulations.

**Mobile Home** has the same meaning as in the Grand County Zoning Regulations.

**Other Common Elements** means an area of the Common Elements wherein a sign or signs identifying the Community may be placed.

**Owner** means any person or entity owning a Lot or interest therein within the Property.

**Pedestrian Purposes** means walking, hiking, snow-shoeing, and cross country skiing.

**Plat** means the recorded Final Plat for the Property.

**Rules and Regulations** means the various rules, regulations and requirements adopted by the Association which govern or control various aspects of living within and use of the Property.

**Single Family Residential Use** shall mean one single family residence together with incidental outbuildings.

**Special Expenses** means expenses incurred by the Association in connection with an individual Lot.

**Travel Trailer** has the same meaning as in the Grand County Zoning Regulations.

**Unit or Lot** means a physical portion of the common interest community which is designated for separate ownership or occupancy and the boundaries of which are in or determined from the Declaration.

## ARTICLE 3.00 GENERAL RESTRICTIONS ON ALL LANDS

### 3.01 Purposes

The Property shall be used for and only for single family residential use (One-Family Dwellings)

as defined by the Zoning Regulations of Grand County as same may be amended from time to time.

### 3.02 Materials and Appearance; Building Permit Requirements

No building or improvement shall be approved by the Committee which is to be constructed of materials other than an exterior surface of natural wood, stone or glass. Wood may have a clear finish or stain or paint. Stains and paints shall be muted greens, browns, gray tones or earth tones. Wood siding shall not be plywood or patterned sheet goods product. Glass must be non-reflective. No curvilinear glass shall be used in doors or windows. No octagonal or angled bay windows shall be allowed. Rectangular bay windows are allowed. Roof surfaces shall be three (3) tab composition, wood shake shingles, artificial shake shingles, tile or metal roof with pre-baked enamel finish provided they are of earth tone colors, or tar and gravel built-up surface. The DRC may allow the use of other materials for wall and roof surfaces, provided such materials are designed and located in harmony with surrounding structures and natural land features, and shall not be offensive in color in the opinion of the Committee. The front door area of the primary dwelling must include a substantial shelter or overhang approved by the DRC. Incorporated into the façade on the front of all residences shall be at least 16 lineal feet of timber or log which is no less than 5.5" square or in diameter. No modular or manufactured home or any other building which is substantially (in the sole opinion of the DRC) built somewhere other than on the Property shall be allowed.

All construction and improvements located on any Lot must be approved by the DRC and shall comply with the Three Lakes Design review regulations as approved and adopted by the Grand County Planning Commission and the Grand County Board of Commissioners. In the event of a discrepancy between these Covenants and the Three Lakes Design review regulations, the most restrictive regulation shall apply.

Outbuildings are allowed only upon approval from the DRC. In making a determination to approve or deny an outbuilding, the DRC shall assess the impacts to neighboring Lots as to size, location and design consistent with the dwelling. All structures on any Lot shall be properly maintained by the Owner.

Engineered foundation reports shall be submitted to Grand County with each building permit application along with plans for foundation drains. All rubbish, trash, debris and excess construction materials shall be removed from Lots on at least a monthly basis before, during and after construction. If Owners fails to remove rubbish, trash, debris and excess construction materials in accordance with this provision, the DRC may remove it and apply the construction deposit toward the cost of such removal.

### 3.03 Minimum Area

The minimum floor area permitted for residences shall be 800 square feet, which shall not include basements, cellar or attic area. The maximum area permitted for residences shall be twenty percent (20%) of the total area of the Lot. The DRC may allow minor deviation from this requirement upon a finding of special circumstances.

### 3.04 Garages & Temporary Structures

Garages may be attached to the main dwelling or detached, but in any event must not exceed a size sufficient for two cars. Garage doors may face the street if approved by the DRC. Trailers, tents, shacks, motor homes, mobile homes, or any temporary buildings or structures are prohibited except actual construction trailer(s), which may be permitted on a temporary basis by the DRC in connection with ongoing construction.

### 3.05 Continuity of Construction

The entire exterior of any building shall be completed within twelve months from ground breaking. In the event there is a violation of this requirement, or if construction is abandoned for a period in excess of 90 days, the DRC may assess a non-compliance assessment against the Owner in an amount **not less than \$100 per day** which may be enforced as in the case of any other assessment. Such an assessment may only be made after notice and hearing. At such hearing, the only defense shall be that the failure to complete construction on a timely basis, or the abandonment, was caused by a circumstance beyond the Owner's control.

### 3.06 Utilities and Fixtures

All utilities shall be installed underground. Low volume fixtures are the only fixtures allowed.

No heavy equipment or digging shall be allowed in Grand View Park until such time as the Declarant has completed the utility installations to be performed by it. From October 15<sup>th</sup> of each calendar year through May 15<sup>th</sup> of the following calendar year, no heavy equipment (such as but not limited to back hoes, dump trucks, cranes, well drilling trucks, semi trucks, cement trucks, cement pumping trucks, etc.) or digging shall be allowed in any road right-of-way in Grand View Park. The provisions of this paragraph 2 shall not apply to the Declarant or in an emergency. In the event there are any damages to any of the road right-of-way as a result of the violation of this paragraph 2, in an emergency or otherwise, the violating party shall be liable for the cost to repair all such damages, which cost shall become a lien against the violating party's property. Any security deposit made pursuant to paragraph 5.06 of this Declaration may also be applied toward such damages.

### 3.07 Nuisances

No obnoxious or offensive activities shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or to other Owners.

### 3.08 Fencing

Fencing shall be restricted to the perimeter of or locations within the building setbacks and is not permitted on the perimeter of a Lot; provided, however, no fences shall be allowed on the side of

\*he Lot facing the road right-of-way. Any fences must be constructed of wooden materials.

### 3.09 Animals

No animals of any kind other than dogs, cats, or other common household pets, not exceeding two (2) animals more than four (4) months in age at any one time, shall be raised, bred or kept on any part of the Property. No animals may be raised, bred or kept for any commercial purposes. The Association shall have the right to prohibit the maintenance of any animal which constitutes, in the reasonable opinion of the Association, a nuisance or danger to any person, wildlife or property. Animals within the Property must be either kept within an enclosure, or on a leash being held by a person capable of controlling the animal. Each animal owner, and such owner's guests or tenants, shall have the duty and responsibility to clean up after an animal when on or off such owner's property.

### 3.10 Parking and Vehicles

No single family dwelling shall be constructed unless there is concurrently provided on the same Lot adequate off-street parking for at least two vehicles. Parking of motor vehicles on common area, in particular, on the road rights of way, is prohibited. Owners' RVs or campers may be parked on private property for a maximum period of seventy-two (72) hours. Except as herein provided, no motorized vehicle whatsoever including boats which are not on a trailer, with the exception of currently licensed automobiles, pickup or utility trucks (vans) with a capacity of one ton or less, may be kept or placed upon any portion of the Property except in an enclosed garage or within an area which is properly screened from surrounding units and roadways. This restriction, however, shall not be deemed to prohibit commercial or construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Property, or for the initial construction by Declarant or other Owners. This restriction shall also not prohibit temporary parking by guests within the specified parking area of a Lot, provided that same shall not include overnight parking. Snowmobile riding is restricted to entering and exiting the community.

### 3.11 Setbacks and Heights

All structures on all Lots, including three sided Lots, shall be setback no less than thirty feet from the front Lot lines, twenty feet from the rear Lot lines and ten feet from side Lot lines. If a side Lot line is adjacent to a road, the minimum setback for such line shall be thirty feet. All units shall be limited to structures not in excess of twenty-seven (27) feet in height. The height shall be measured from the high point of the roof line to the grade existing prior to any excavation.

### 3.12 Sanitation or Special District

Owners shall utilize the services and facilities of any sanitation or other special district which may serve the Property in accordance with the rates and fees determined by such district. In the event the Association contracts with any district to provide inspection, maintenance or other services within the Property, Owners shall utilize such services in accordance with the terms of

such contract.

### 3.13 Common Areas

Except for road rights-of way, Common Areas shall be used only for pedestrian purposes or for such other uses as may be permitted by the Board by Rule or Regulation. Any party who digs in or otherwise disrupts or damages any road right-of-way in Grand View Park shall be responsible for repairs necessary to return the road to its condition immediately prior to such damage, including but not limited to 95% soil compaction and restoring and reseeding of in-slopes and out-slopes. The Association shall have all remedies available to it by law and pursuant to this Declaration, including the application of any deposit made pursuant to paragraph 5.06 of this Declaration toward such damages.

### 3.14 Paving

All drives and parking areas within Lots shall be gravel/road base.

### 3.15 Re-subdivision Prohibited

Units shall not be re-subdivided into smaller tracts or Lots nor conveyed or encumbered in any size less than the full dimensions shown on the recorded plat.

### 3.16 Uses of Residences

No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

### 3.17 Home Occupations

Permissible Home Occupations shall be limited to those which:

(A) Are carried on by the inhabitants living on the premises and no others, with the exception of child care services, which are **prohibited**.

(B) Are clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the character thereof.

(C) Do not utilize more than 300 square feet of the total floor area of the home including the garage or accessory structures.

No nightly rentals are permitted. For purposes of this provision, the term "nightly rentals" shall include all short term rentals of less than one month.

There shall be no exterior advertising or other permanent evidence outside of the home, visible or audible, that a home occupation is being conducted therein.

There shall be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the Lot lines and no excessive vehicular traffic or deliveries. The determination of what constitutes excessive traffic shall be made solely by the Board.

There shall be no retail or wholesale sales at the home as the primary function of the home occupation.

### **3.18 Screening and Refuse**

All equipment, service yards, woodpiles, above ground storage, satellite dishes or the like on any Lot shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring Lots, streets, and Property. All rubbish and trash shall be removed from each Lot on at least a monthly basis, shall not be allowed to accumulate and shall not be burned thereon, except in burners approved by the Board as to location, design, materials and construction, and except at such hours of the day as established by the Board. If an Owner does not comply with this paragraph, the Board shall be authorized to go on the Lot and remove or cause such rubbish and trash to be removed and charge Owner the cost therefor. All trash shall be stored in "bear-proof" containers as approved by the North American Bear Society or by the Division of Wildlife of the State of Colorado. Individual trash receptacles shall be stored inside except on the day of trash pick-up.

### **3.19 Maintenance of Lots**

Each Owner shall maintain his or her Lot and all structures, parking areas, and other improvements comprising the Lot as required by the Rules and Regulations and this Declaration. The responsibility for maintenance shall include the responsibility for repair and replacement, as necessary.

Owners must install 18" (minimum) metal culverts where private driveways meet drainage ditches or in-slopes or out-slopes. Culverts must be installed prior to beginning construction of any buildings on the Lot. Snow plowed by individual Lot owners may not be stored on Common Area, but must be stored on the Owner's own Lot.

### **3.20 Noxious Weeds**

The property is subject to the Grand County Noxious Weed Control provisions and requirements as recorded at Reception Number 96003640. Owners shall be responsible for seeding all disturbed areas on the Lots prior to return of any deposit made pursuant to paragraph 5.06 of this Declaration.

### **3.21 Prohibitions**

The following are prohibited within the property:

- (A) Hunting or the discharge of firearms.



(B) Parking on in-slopes or out-slopes of drainage ditches or on any part of the road rights-of-way.

(C) The use of the exterior portion of any Lot for the storage of any materials related to any business or commercial use or enterprise.

(D) Allowing concrete suppliers and contractors to clean their equipment other than at a location designates for that purpose by the DRC.

(E) The use of surface water for any purpose and the use of wells for outside watering of any kind.

(F) The installation or display of signs of any kind except those required by law, those allowed by the DRC, and one "For Sale" sign per Lot.

(G) Use of the Lehman Ditch or the waters within it, except that fishing within the ditch, according to any rules that may be adopted by the Association, is permitted.

(H) Campfires are prohibited except inside stone fire rings inside the building envelopes, after construction is completed.

## **ARTICLE 4.00 ASSOCIATION**

### **4.01 Organization and Powers**

The Association is organized as a Colorado Corporation under the Colorado Non-Profit Corporation Act. It is charged with the duties and vested with the powers provided by law and set forth in the Act, this Declaration, its Articles of Incorporation and Bylaws.

### **4.02 Membership**

Each Owner of a Lot shall be a Member of the Association and all memberships shall be appurtenant to Units. The right to vote may not be severed or separated from the Lot ownership except by written proxy. Memberships in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of title to a Lot, and then only to the purchaser or foreclosing mortgagee of such Lot. Upon transfer of fee title to any Lot, the new owner shall provide the board with a copy of the deed of conveyance and of any trust deed or mortgage and the Board shall then record the transfer in the books of the Association.

### **4.03 Voting Rights and Procedures**

Each Member shall be entitled to one (1) vote for each Lot owned.

#### 4.04 Meetings of Members of Association

Those Members appearing in the records of the Association at 9:00 a.m. (M.T.) on the day preceding the date of any meeting of the Members required or permitted to be held shall be entitled to attend any such meeting, either in person or by proxy.

#### 4.05 Declarant Control of Board of Directors

(A) Declarant reserves for itself, its successors and assigns the right to appoint the Board. This right shall terminate no later than either sixty days after conveyance of seventy-five percent of the units that may be created to Lot owners other than a Declarant, two years after the last conveyance of a Lot by the Declarant in the ordinary course of business, or two years after any right to add new units was last exercised.

(B) Not later than sixty days after conveyance of twenty-five percent of the units that may be created to Lot owners other than a Declarant, at least one member and not less than twenty-five percent of the members of the board must be elected by Lot owners other than the Declarant. Not later than sixty days after conveyance of fifty percent of the units that may be created to Lot owners other than a Declarant, not less than thirty-three and one-third percent of the members of the board must be elected by Lot owners other than the Declarant.

#### 4.06 Assessments and Lien Rights

##### (A) Assessments for common expenses

(i) Until the association makes the initial common expense assessment, the Declarant shall pay all common expenses. The initial common expense assessment, when made, shall be in the amount of \$200.00 per year and may not be increased prior to January 1, 1999. After any assessment has been made by the association, assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the association.

(ii) Except for assessments under subsections (iii) and (iv) of this section, all common expenses shall be assessed against all the units in accordance with the allocations set forth herein. Any past-due common expense assessment or installment thereof shall bear interest at the rate established by the association not exceeding twenty-one percent per year.

(iii) If any common expense is caused by the misconduct of any Lot owner, the association may assess that expense exclusively against such owner's Lot.

(iv) If common expense liabilities are reallocated, common expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated common expense liabilities.

(v) Each Lot owner is liable for assessments made against such owner's Lot during the period of ownership of such Lot. No Lot owner may be exempt from liability for payment of the assessments by waiver of the use or enjoyment of any of the common elements or

by abandonment of the Lot against which the assessments are made.

**(B) Assessment for Special Expenses**

All special expenses shall be assessed against the Lot for which the expense was incurred. Any past-due special expense assessment or installment thereof shall bear interest at the rate established by the association not exceeding twenty-one percent per year. All expenses incurred by the Association in connection with its monitoring and enforcement of water quality within a Lot are special expenses.

**(C) Lien for Assessments**

(i) The association has a statutory lien on a Lot for any assessment levied against that Lot or fines imposed against its Lot owner. Fees, charges, late charges, attorney fees, fines, and interest charged pursuant to this Declaration or the Act are enforceable as assessments. The amount of the lien shall include all those items set forth in this section 4.06 (C) from the time such items become due. If an assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid association acceleration of installment obligations.

(ii) (a) A lien under this section is prior to all other liens and encumbrances on a Lot except:

(I) Liens and encumbrances recorded before the recordation of the Declaration.

(II) A security interest on the Lot which has priority over all other security interests on the Lot and which was recorded before the date on which the assessment sought to be enforced became delinquent; and

(III) Liens for real estate taxes and other governmental assessments or charges against the Lot or cooperative.

(b) Subject to paragraph (c) of this subsection (ii), a lien under this section is also prior to the security interests described in subparagraph (II) of paragraph (a) of this subsection (ii) to the extent of an amount equal to the common expense assessments based on a periodic budget adopted by the association which would have become due, in the absence of any acceleration, during the six months immediately preceding institution by either the association or any party holding a lien senior to any part of the association lien created under this section of an action or a non-judicial foreclosure either to enforce or to extinguish the lien.

(c) This subsection (ii) does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other assessments made by the association.

(iii) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required.

(iv) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within six years after the full amount of assessments become due.

(v) This section does not prohibit actions or suits to recover sums for which subsection (I) of this section creates a lien or to prohibit the association from taking a deed in lieu of foreclosure.

(vi) The association shall be entitled to costs and reasonable attorney fees incurred by the association in a judgment or decree in any action or suit brought by the association under this section.

(vii) The association shall furnish to a Lot owner or such Lot owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such owner's Lot. The statement shall be furnished within fourteen calendar days after receipt of the request and is binding on the association, the executive board, and every Lot owner. If no statement is furnished to the Lot owner or holder of a security interest or their designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the association shall have no right to assert a lien upon the Lot for unpaid assessments which were due as of the date of the request.

(viii) In any action by the association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot owner to collect all sums alleged to be due from the Lot owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the association during the pending of the action to the extent of the association's common expense assessments.

(ix) The association's lien may be foreclosed in like manner as a mortgage on real estate.

#### **4.07 Allocation of Allocated Interests**

Ownership of the common elements, and the sum of common assessment liabilities, shall be allocated equally among all units irrespective of their size. Each Lot owner shall own a percentage of common elements determined by a formula wherein (a) the number "1" stands for all the common elements and the common assessment liability, which is multiplied by (b) a fraction wherein one is the numerator and the total number of units is the denominator. Thus, if there are 56 Lots then each Lot owner shall own one times 1/56 (or 1.786%) of the common elements and shall be responsible for the same percentage of the common assessment liability.

#### **4.08 Budgetary Requirements**

(A) Once a Common Expense Assessment has been made, the Association shall adopt a budget annually. Surplus Funds may be retained by the Association. Unless the Association

determines to distribute same, it shall be presumed that the Association determined it would be prudent not to do so.

(B) Within thirty days after adoption of any proposed budget for the Property, the board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all Lot owners and shall set a date for a meeting of the Lot owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing or other delivery of the summary. Unless at that meeting a majority of all Lot owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Lot owners must be continued until such time as the Lot owners ratify a subsequent budget proposed by the board.

#### 4.09 Exempt Property

The following property subject to this Declaration shall be exempt from the assessments herein.

(A) All property dedicated to and accepted by a local governmental or quasi-governmental authority;

(B) Any property owned by the Association.

#### 4.10 Insurance

(A) Commencing not later than the time of the first conveyance of a Lot to a person other than a Declarant, the association shall maintain, to the extent reasonably available:

(i) Property insurance on the common elements and also on property that must become common elements, for broad form covered causes of loss; except that the total amount of insurance must be not less than the full insurable replacement cost of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

(ii) Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the common elements in an amount deemed sufficient in the judgment of the executive board but not less than any amount specified in the association documents, insuring the executive board, the Lot owners' association, the management agent, and their respective employees, agents, and all persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's capacity as a Lot owner and board member. The Lot owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the common elements. The insurance shall cover claims of one or more insured parties against other insured parties.

(B) If the insurance described in subsection (A) of this section is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement

policy therefore having been obtained, the association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot owners. The association may carry any other insurance it considers appropriate, including insurance on units it is not obligated to insure, to protect the association or the Lot owners.

(C) Insurance policies carried pursuant to subsection (A) of this section must comply with the Act.

(D) If any Lot owner or employee controls or disburses funds of the common interest community, the association must obtain and maintain, to the extent reasonably available, fidelity insurance. Coverage shall not be less in aggregate than two months' current assessments plus reserves, as calculated from the current budget of the association.

(E) Any person employed as an independent contractor for the purposes of managing the common interest community must obtain and maintain fidelity insurance in an amount not less than the amount specified in subsection (D) of this section, unless the association names such person as an insured employee in a contract of fidelity insurance.

(F) Premiums for insurance that the association acquires and other expenses connected with acquiring such insurance are common expenses.

(G) An insurer that has issued an insurance policy for the insurance described in subsection (A) of this section shall issue certificates or memoranda of insurance to the association and, upon request, to any Lot owner or holder of a security interest. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty days after notice of the proposed cancellation or non-renewal has been mailed to the association, and each Lot owner and holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(H)

(i) Any portion of the common interest community for which insurance is required under this section which is damaged or destroyed must be repaired or replaced promptly by the association unless:

(a) the common interest community is terminated, in which case C.R.S. §8-33.3-218 applies;

(b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

(c) eighty percent of the Lot owners, including every owner of a Lot or assigned limited common element that will not be rebuilt, vote not to rebuild; or

(d) prior to the conveyance of any Lot to a person other than the Declarant, the holder of a deed of trust or mortgage on the damaged portion of the common

interest community rightfully demands all or a substantial part of the insurance proceeds.

(ii) The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire common interest community is not repaired or replaced, the insurance proceeds attributable to the damaged common elements must be used to restore the damaged area to a condition compatible with the remainder of the common interest community, and, except to the extent that other persons will be distributees, the insurance proceeds attributable to units and limited common elements that are not rebuilt must be distributed to the owners of those units and the owners of the units to which those limited common elements were allocated, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all the Lot owners or lienholders, as their interests may appear, in proportion to the common expense liabilities of all the units.

(I) If any Lot owner or employee of an association with thirty or more units controls or disburses funds of the common interest community, the association must obtain and maintain, to the extent reasonably available, fidelity insurance. Coverage shall not be less in aggregate than two months' current assessments plus reserves, as calculated from the current budget of the association.

(J) Any person employed as an independent contractor by an association with thirty or more units for the purposes of managing a common interest community must obtain and maintain fidelity insurance in an amount not less than the amount specified in subsection (I) of this section, unless the association names such person as an insured employee in a contract of fidelity insurance, pursuant to subsection (I) of this section.

(K) The association may carry fidelity insurance in amounts greater than required in subsection (I) of this section and may require any independent contractor employed for the purposes of managing a common interest community to carry more fidelity insurance coverage than required in subsection (I) of this section.

(L) Premiums for insurance that the association acquires and other expenses connected with acquiring such insurance are common expenses.

#### 4.11 MAINTENANCE

The Association shall maintain and keep in good repair the Common Areas, including the roads within the Community and the drainage structures required by Grand County and shown on the plat.

The Association, by contract or agreement, may assign its maintenance responsibility for any part of the Common Areas to a Special District. In the event the Association does so, the transfer may obligate the Association Owners to pay for such maintenance in such manner as the Board determines is reasonable.

The Association shall arrange for the roads which are Common Area to be plowed as necessary in the winter. The entire driving surface of the roads shall be plowed, with the snow stored in the

road rights-of-way. Owners shall cause any obstacles to snow plowing to be flagged so as to be visible to the snow plowing company. Any object within ten feet of the road right of way (such as but not limited to telephone boxes, culverts, electrical boxes, transformers, well heads, sewer clean-outs, etc.) shall be flagged by Owners so that they are in plain view at all times. The driving surfaces of the road rights-of-way shall be graded by the Association at least three times each year, once in the early spring, once mid-summer and once in late fall. Each time the roads are graded, the grader must restore the crown to the road, restore in-slopes and out-slopes and add road base where necessary.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense to be allocated among all Units as part of the Common Assessments.

## **ARTICLE 5.00 DESIGN REVIEW COMMITTEE**

### **5.01 General Rule**

The area of Grand View Park is one of natural beauty which Declarant intends to protect and enhance. While recognizing that the construction of the community will inevitably entail some disturbance of the natural order, it is the goal of Declarant that such be minimized to the greatest extent reasonably possible and that structures and other improvements within the Property be designed and constructed consistent with such goal.

No earth may be moved, nor shall improvements of any kind be erected, placed, altered or maintained on the Property, nor may any vegetation be altered or destroyed nor any landscaping performed until the complete plans for such, along with any other items required by the rules or regulations of the DRC, have been submitted and approved in writing by a majority of the members of the DRC and a security deposit paid. The DRC may request an Owner to attend a design review meeting to consider the Owner's submittal. In the event the DRC fails to approve or disapprove any submittal within forty (40) days after all required items have been submitted to it, the submittal shall be deemed to have been disapproved. If construction is commenced without DRC approval, the Owner will be subject to a fine of \$1,000.00. In addition, the DRC shall be entitled to injunctive relief.

The members of such DRC shall be appointed by the Board for one year terms and shall not be entitled to any compensation for services performed but shall be entitled to reimbursement of expenses incurred. Initially, the Board shall appoint three persons as DRC members and shall also appoint two alternates. Members need not be owners and shall serve at the pleasure of the Board; their tenure may be terminated at any time, with or without cause. In the event a member is unable to attend any meeting of the DRC, an alternate member shall be called to attend in his place.



### **5.02 Freedom from Liability**

Neither the DRC nor any member thereof shall be liable, in damages or otherwise, to any person or entity submitting any plans for approval, or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any Owner or other person or entity submitting plans to the DRC for approval, by doing so, agrees and covenants that he will not bring any action or suit against the Board, the DRC, its members, or their advisers, employees, or agents which in any way relates to such plans or the decision of the DRC in relation thereto.

### **5.03 Function of DRC**

The DRC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition to the Property. The DRC shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. DRC approval or disapproval shall be based solely on the considerations set forth in this Declaration and in the Rules and Regulations of the DRC which may establish additional features for consideration. The DRC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. In fulfilling its duties, the DRC may request the submission of such plans, specifications, drawings and the like which it deems necessary to review any request. The forty (40) day period set forth in Article 5.01 hereof shall not start to run until all requested items have been supplied and the initial review fee paid. The initial review fee shall be set in the Rules and Regulations. In addition the DRC may impose, in connection with any particular review, an additional fee to cover its anticipated expenses for conducting such review, including the anticipated cost of obtaining professional guidance from a licensed architect or other appropriate licensed professional. In the event such an additional fee is imposed, the review need not be completed until payment in full has been received.

### **5.04 Rules and Regulations**

The Association shall promulgate the initial rules and regulations setting forth the responsibilities of the DRC and addressing other matters, as authorized by this Declaration. Rules regarding construction methods, including but not limited to excavation, drainage, utility lines, loading areas, waste storage, trash removal, materials storage, and transformers and meters, may be included. Such rules and regulations shall be printed and upon request and the payment of a reasonable charge, shall be made available to anyone requesting same. The rules and regulations need not be uniform within the Property and may be amended from time to time, by a majority of Owners by a written instrument, signed by such a majority. Any such amendment shall be effective immediately upon its adoption by the Owners which shall immediately make such amendment part of the printed Rules and Regulations. Notwithstanding the provisions of this section 5.04, no such amendment shall apply to plans which had already been submitted to the DRC.

## 5.05 Variances

The Board may authorize variances from compliance with DRC rules and regulations when circumstances, such as topography, natural obstructions, hardship, aesthetic or environmental considerations, indicate that it would be reasonable to do so; provided, however, that such variances may not detrimentally affect the value of nearby property. Such variances must be in writing, shall state with particularity the grounds for and the nature of same, must be signed by at least a majority of the members of the Board, and shall become effective upon recordation in the real property records of Grand County. If such variances are granted, no violation of the rules and regulations shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any of the terms and provisions of the DRC rules and regulations except as to the particular property and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting use of the premises.

## 5.06 Security Deposit

Prior to the commencement of any work approved by the DRC, the person wishing to commence such work shall pay a security deposit to the DRC to assure that such improvement is completed according to the plans approved by the DRC and to assure that any damage done to the roads, easements or common areas has been properly repaired and revegetated, if required. In the event such repair or revegetation has not been accomplished within 30 days following the issuance of a Certificate of Occupancy for the dwelling or, in the event there is no dwelling involved, within 30 days after substantial completion, as determined by the DRC, then the deposited funds may be used by the DRC to repair the damage or complete the revegetation. Prior to the use of such funds, however, the DRC shall give the person making the deposit ten days notice of its intention to make use of the security deposit. Notice shall be given by certified mail to the address or any address shown on the plans and shall be posted on the Lot. Should the deficiency be remedied during the ensuing ten days, then the deposit shall be refunded. Such deposit shall initially be in the amount of \$2,000.00 but the DRC may, by rule, adopt a greater or lesser amount, or may adopt a formula to determine an amount, as experience dictates. The DRC may also provide for different amounts for different types of projects and may provide for retention of the deposit for a period not to exceed one year after substantial completion in the event revegetation is required.

Notwithstanding anything contained herein to the contrary, if the Declarant is building on more than one Lot at any given time, it shall only be required to make one such security deposit, regardless of the number of structures being built by Declarant. However, if the Declarant's security deposit must be used by the DRC, Declarant shall immediately replace the security deposit in an amount to be determined by the DRC.

## Article 6.00 TREES AND LANDSCAPING

### 6.01 Tree Removal

(A) Prior to occupancy of any building, Owners shall plant six aspen trees over three feet

n height between new houses and the front Lot line. No trees or brush growing on the Property shall be felled or trimmed, nor shall any natural area be cleared or landscaping performed which changes the character of the land on any Lot without the prior written permission of the Board. No view corridors can be cut for any reason. In the event any trees or brush are felled or trimmed, the Owner shall be required to remove all portions of the tree or brush from the Lot, including the slash. The cutting of trees into firewood and the same stacked neatly on a Lot shall be deemed to meet the requirement of removal from the Lot. Stumps may be left if cut off to ground level or they shall be removed and hauled away.

(B) In the event an Owner does not properly remove and clean up any residual debris after tree removal, the Board is hereby authorized to cause the clean up to be done at the Lot Owner's expense and, if not timely paid, the Board may collect such unpaid sums in the same manner as an annual or special assessment. The Board may also apply any security deposit made by the Owner pursuant to paragraph 5.06 of this Declaration to the expense of such clean up.

(C) Subject to the written approval of the Board, trees may be removed on any Lot as follows:


(i) Actual land occupied for buildings, plus a twenty (20) foot clearance strip adjacent to the perimeter thereof;

(ii) One (1) entrance driveway not more than thirty (30) feet in width, and an off-street parking area no larger than required to accommodate two (2) parking spaces;

(iii) A recreational area not to exceed ten percent (10%) of the total area of the Lot;

(D) An owner may apply to the Board for removal of trees to allow sunlight to reach the improvements, provided such tree removal does not make the improvements or planned improvements more visible to the residential building site of an adjacent Lot Owner. Such tree removal between Lots may be permitted by the Board pursuant to a mutually executed written agreement between the adjoining property Owners which agreement shall be recorded. No trees shall be removed from any Open Space designated on the Plat unless approved by the Grand County Planning Department.

(E) Owners are permitted to remove dead and diseased trees (including trees identified by the U.S. Forest Service as being or having been infested with pine beetles), brush or lifeless limbs without Board approval. When notified in writing by the Board of, diseased trees, fallen trees or trees damaged by natural causes, an Owner shall remove such trees within a reasonable time and at Owner's expense. If an Owner fails to comply, the Board shall be authorized to remove or cause such trees to be removed and charge the Owner for the cost thereof. If the costs therefore are not timely paid, the Board may collect such unpaid sums in the same manner as an annual or special assessment. Other trees which interfere with utility lines may be removed by authorization of the Board. Any other tree removal shall only be allowed by application to and approval of the Board.



(F) Notwithstanding the limitations of tree removal as provided above, Owners shall comply with any wildfire mitigation requirements as promulgated from time to time by the Colorado State Forest Service.

#### **6.02 Screening Required**

Screening shall be provided for all trash containers sufficient to reasonably hide them from the road and from other units.

#### **6.03 Easement for Satellite Reception**

No antennas or satellite dishes shall be allowed in Grand View Park except for satellite dishes not exceeding 36" in diameter. Satellite dishes shall not be visible from the common roadways or from neighboring houses. Nothing herein shall prohibit consensual line of sight easements over adjacent Lots.

#### **6.04 Wildfire Mitigation**

Wildfire mitigation is required in conjunction with each structure built and must be in place prior to completion of any structure. The Grand View Park Wildfire Mitigation Review is incorporated as part of this Declaration as if set forth verbatim. A copy thereof is available from Declarant or from the Association. Declarant may take any actions necessary or proper to comply with the Review recommendations within the Property but may not do so within a Lot after the sale of each Lot to a third party.

#### **6.05 Stormwater Management Plan**

The property is subject to CDPS General Permit #COR-030000, which permit is incorporated herein by reference. A copy thereof is available from Declarant or from the Association. Permit maintenance shall be the responsibility of the Homeowners Association.

#### **6.06 Natural Vegetation**

Any plants, shrubbery or other vegetation shall be indigenous to the area and capable of surviving without being watered. The use of wells or well water for any watering of plants, shrubs, or other vegetation is prohibited.

### **ARTICLE 7.00 VIOLATIONS AND ENFORCEMENT**

7.01 Violation of any portion of the Declaration, or of the rules, regulations or requirements adopted thereunder, shall give to Declarant, the Association and their agents or assigns, the right, but not the obligation, to enter upon the property as to which such violation exists, and to summarily abate and remove, at the expense of the Owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof of the rules and regulations of the DRC; and the Association, Declarant or their agents or

assigns shall not thereby be deemed guilty or liable in any manner for such entry, abatement or removal.

7.02 The Association shall have the right to prosecute any action to enforce the provisions of the Declaration by injunctive relief, and/or to recover damages, on behalf of itself and all or part of the Owners. In the event of any such litigation, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees as part of any judgment.

7.03 The Declaration shall bind and inure to the benefit of and be enforceable by Declarant, any owner, or their and each of their successors and assigns; and failure by Declarant, or by any other Owner to enforce any portion of the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

## **ARTICLE 8.00 EASEMENTS**

### **8.01 Emergency, Inspection and Enforcement**

A special easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or persons for use of common areas, and improvements thereof, in the performance of their duties. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, its By-Laws, and the Rules and Regulations, and for the purpose of enforcement thereof. These rights may be exercised by any member of the Board, the Association, its officers, agents, employees and managers and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after being requested to do so by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner except by emergency personnel acting in their official capacities.

### **8.02 Utilities**

Non-exclusive easements over, across and under the common areas and over, across and under any and all Lot line easements shown on the plat, for the installation and maintenance of all utilities, including, but not limited to, electric, telephone, cable television, water, gas, sewer and drainage facilities is hereby reserved by Declarant. Declarant hereby transfers and conveys the non-exclusive right to the use of same to the Association and to each entity, including any special district organized pursuant to the laws of Colorado, providing or which may provide such service. Either Declarant or the Association, may make additional, non-exclusive grants of such easement rights to other entities in the future by recordable instrument. In the event an Owner does not properly remove and clean up any residual debris after construction or installation of any utility, the Board or the DRC is hereby authorized to cause the clean up to be done at the

Owner's expense and, if not timely paid, the Board may collect such unpaid sums in the same manner as a special expense.

## **ARTICLE 9.00 GENERAL PROVISIONS**

### **9.01 Severability**

Should any portion of this Declaration be declared invalid or unenforceable by any Court of competent jurisdiction, such decision(s) shall not effect the validity of the remainder of the Declaration.

### **9.02 Article and Paragraph Headings**

The article and paragraph headings in this instrument are for convenience and shall not be construed to be a part of the Declaration.

### **9.03 Duration**

This Declaration shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns for a term of thirty years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of ten years, unless an instrument in writing, signed by a majority of then Owners, has been recorded within the year preceding each extension, agreeing to amend, in whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein.

### **9.04 Assignment of Powers**

Any or all of the rights, powers and reservations of Declarant herein contained may be assigned to any individual or entity which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights and powers and reservations assigned; and upon such individual or entity evidencing consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant herein.

### **9.05 Masculine and Feminine, Singular and Plural**

As used in this Declaration, when the context so requires, the masculine shall include the feminine and the singular the plural, and vice versa.

### **9.06 Enforcement**

The Association may enforce the provisions of this Declaration by whatever means may be available in law or in equity. In lieu of, or in addition to other remedies, the Association may

levy fines against owners violating the terms hereof as follows: First violation, fifty dollars (\$50.00); Second violation, one hundred dollars (\$100.00); Third and subsequent violations five hundred dollars (\$500.00). In the event any provision of this Declaration contains a specific monetary fine or penalty for violation thereof, then the specific provision shall control and the fines set forth in this section shall not apply. These fines may be leveled as special assessments against the owner's Lot to be collected and enforced in the same manner as other assessments made under the authority of the Association.

#### 9.07 Declarant's Right to Use of Common Elements

During the construction phase of the Property, which shall end on December 31, 2006, the Declarant may use the Common Elements for purposes related to construction of subdivision improvements. Declarant shall reasonably restore the Common Elements following such use and shall be responsible for any and all costs of such restoration. The Declarant may maintain signs on the Other Common Elements advertising the community subject to the provisions of any local sign ordinance.

#### 9.08 Amendment

##### (A) By Declarant

(i) In that Article 33.3 of Title 38 of the Colorado Revised Statutes provides that the provisions of that Article may not be varied by agreement and rights conferred by that Article may not be waived, for a ten year period from the date this Declaration is recorded, Declarant reserves the right to unilaterally amend this Declaration to comply therewith in the event any provision of this Declaration is determined not to comply with the Act.

(ii) For a period of five years from the date this Declaration is recorded, Declarant may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(iii) For so long as it owns any real property described in Exhibit A, Declarant may unilaterally amend this Declaration if such amendment is (a) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (b) necessary to enable any title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on the Units; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (e) otherwise necessary to satisfy the requirements of any governmental agency. No such amendment may adversely affect the title to any Lot unless the Owner thereof consents thereto in writing.

##### (B) By Owners and Mortgagees

(i) Except as set forth above, this Declaration may be amended only by a written instrument signed by two-thirds of the Owners and by at least eighty percent (80%) of the

beneficiaries of first deeds of trust or the holders of first mortgages secured by Units. So long as Declarant still has an option to subject additional property to this Declaration, the written consent of Declarant to an amendment shall also be required.

(ii) No amendment may revoke, modify or eliminate any right or privilege of the Declarant without the written consent of Declarant or of the assignee of any such right or privilege.

#### 9.09 Development rights and other special Declarant rights

In addition to any such rights described above, the Declarant reserves the following Development Rights and Special Declarant Rights for a period of twenty (20) years. If any development right is exercised in any portion of the property subject to that development right, that development right does not have to be exercised in all or in any other portion of the property.

(A) The right to complete or make improvements indicated on the plat or maps;

(B) The right to maintain sales models on Lots, but not more than two models at any one time. Any such models may be located on any Lot. Declarant may maintain one sales office in Grand View Park;

(C) The right to maintain signs on the property to advertise the Lots so long as such signs conform to Then applicable sign code;

(D) The right to use, and to permit others to use, easements through the property as may be reasonably necessary for the purpose of discharging the Declarants' obligations under the "Act" and this Declaration;

(E) The right to appoint or remove any officer of the Association or any Director during the Declarant Control Period consistent with the "Act";

(F) The right to transfer any one or all of the rights reserved herein subject to the requirements of the Act.

#### 9.10 Dispute Resolution

(A) In order to encourage the amicable resolution of disputes involving the property and to avoid the emotional and financial costs of litigation, Mediation is made mandatory for the Association, Declarant, Owners, and all persons subject to this Declaration ("Contestants"). All disputes or claims between or among those subject to this Declaration shall be mediated according to the appropriate rules of the American Arbitration Association although such Association need not provide the mediator.

(B) The following claims shall be **EXEMPT** from the mediation requirements of this section:



(i) any suit by the Association to enforce any assessment.

(ii) any suit by the Association to obtain a temporary restraining order or equivalent emergency equitable relief and such other ancillary or related relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the Design Review Guidelines or the Rules and Regulations.

(iii) any claim or dispute among owners, other than Declarant, if such claim is not based upon this Declaration, the Article or bylaws of the Association, or does not relate in any way to ownership of a Lot.

(iv) any suit by the Association in which similar or identical claims are asserted against more than one Contestant.

(v) any suit, which does not include a claim for damages, by a Contestant for declaratory or injunctive relief which seeks a determination as to applicability, clarification or interpretation of any provision of this Declaration.

GRAND VIEW PARK, LLC,  
A Colorado Limited Liability Company

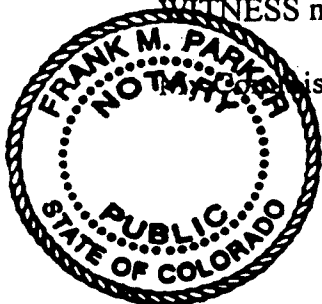
By  ~~HAJIM~~  
J. Bradley Hajim, Member

DECLARANT

STATE OF COLORADO     )  
                                      ) ss  
County of Grand         )

Acknowledged before me this 13<sup>th</sup> day of October, 1998, by J. Bradley Hajim as Member of Grand View Park, LLC.

WITNESS my hand and official seal.



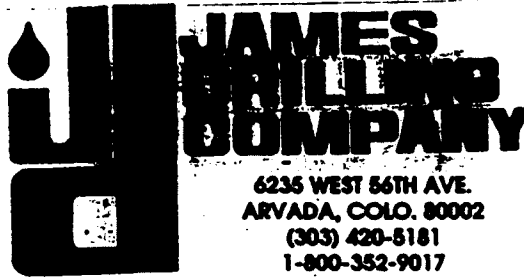
My Commission expires: 11/14/2000

  
Notary Public

EXHIBIT A

Lots 1-56, inclusive,  
AMENDED FINAL PLAT OF GRAND VIEW PARK,  
According to plat recorded June 23, 1997 at  
Reception No. 97005037.

County of Grand,  
State of Colorado.



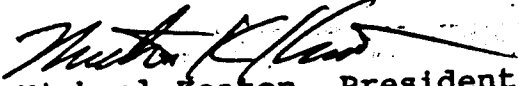
July 14, 1999

To whom it may concern:

Regarding Water Production in Grandview Park:

Seven wells have been drilled and completed. Wells are in the depth range of 750 ft. to 1050 ft. The seven wells drilled have had production rates of 2 gpm. to 10 gpm. These productions are more than sufficient to run a large household.

Sincerely,

  
Michael Keaton, President  
James Drilling Company

9/1/98

# GRAND VIEW PARK

## RE: \$2000 Construction Deposit

The construction deposit can be used for any and all items listed below. Before the deposit is used, the lot owner will be notified by certified mail and will have the 10 days to cure the situation.

- Item 1: Remove any item or debris left in road right of way including but not limited to:  
Felled trees, slash, stumps, construction material, trash, junk vehicles, snow etc.
- Item 2: Remove any item or debris left in the open space.
- Item 3: If road right of way is damaged, return it to its original condition.
- Item 4: If inslopes or outslopes are damaged in front of the lot under construction, return them to their original condition.
- Item 5: If open space is damaged, return it to its original condition.
- Item 6: Remove debris left on individual's lot including but not limited to: Felled trees, slash, stumps, construction material, trash, junk vehicles etc.
- Item 7: Revegetation of lot with grass seed and aspens.
- Item 8: Drainage considerations including of but not limited to: 18" driveway culverts and appropriate grading.
- Item 9: Repair any damage to any public utility.
- Item 10: Remove items which violate the covenants.
- Item 11: Repair the road if there is rutting due to insufficient compaction.
- Item 12: Repair road if anyone associated to construction on lot: (well driller, concrete truck, crane, etc.) damages the road, at any time during the period of construction.
- Item 13: Legal fees incurred while performing activities listed above.