

BOOK 1464 PAGE 216

AMENDED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR COUNTRY CLUB HEIGHTS SUBDIVISION, PHASE I

THIS DECLARATION, made on the date hereafter set forth by each of the undersigned

WITNESSETH:

WHEREAS, the undersigned, are the Owners of property within the COUNTRY CLUB HEIGHTS Subdivision, in Mesa County, Colorado, and

WHEREAS, they represent at least 50% of the lot owners therein, and

WHEREAS, they desire to amend the Amendment to Declaration of Covenants, Conditions, and Restrictions for COUNTRY CLUB HEIGHTS Subdivision, Phase I previously recorded in Book 1369 at Page 907 of the records of Mesa County, Colorado, and to amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY CLUB HEIGHTS SUBDIVISION, PHASE I previously recorded in Book 1289 at Page 548 of the records of Mesa County, Colorado;

NOW THEREFORE: the undersigned hereby declare that all of the lots within COUNTRY CLUB HEIGHTS Subdivision, Mesa County, Colorado shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of COUNTRY CLUB HEIGHTS Subdivision, Mesa County, Colorado including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
2. "Subdivision" shall mean and refer to all the lots within COUNTRY CLUB HEIGHTS Subdivision, Mesa County, Colorado and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
3. "Common Property" shall mean all property owned by the Association for the common use and enjoyment of the Owners. Property to be owned by the Association at the time of the recording of these covenants is a pressurized pipeline irrigation system.
4. "Lot" shall mean and refer to any plot of land shown upon any recorded map of COUNTRY CLUB HEIGHTS Subdivision, Mesa County, Colorado.
5. "Association" shall mean and refer to Country Club Heights Property Owners Association, its successors and assigns.

RESTRICTIONS ON USES

1. No structure shall be erected, altered, placed or permitted on any lot within the Subdivision except for use as a single-family residence and a private garage of a size not smaller than required to house two automobiles. Not more than one residential building shall be permitted per subdivision lot.
2. Only new construction shall be permitted within the subdivision and no structures for occupancy as residences shall be moved upon lots within the Subdivision. No structure shall be built which does not meet or exceed requirements of the Uniform Building Code then in effect at the time of construction.
3. No temporary building or structure of any type or kind shall be used at any time for a residence, either temporary or permanent. No mobile homes, trailer homes, or other movable structures shall be permitted as dwellings within the Subdivision.
4. Landscaping shall be of a type complimentary to the residential character of the Subdivision and be acceptable to the Architectural Control Committee, it being anticipated that lot owners may use desert-style landscaping which shall be acceptable. Each owner shall keep all shrubs, trees, grass and plantings of every kind on his lot, and all planted areas between his lot and adjacent streets, if any, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly materials.
5. No noxious or offensive trade or activity shall be carried on within any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No lot may be used for commercial purposes except for home occupations. "Home occupations" as used herein means an occupation by the resident conducted totally within the principal building which does not entail the employment of third persons on the premises and does not entail the delivery of goods and services to customers upon the premises. For example, an insurance agent may use his residence as a personal office so long as customers are not permitted to come to the residence; but the establishment of a barber shop or a beauty shop is prohibited. Fruit stands, machinery repair and all other occupations requiring external buildings are specifically prohibited.
6. No lot shall be used as a dumping ground for rubbish. All garbage, rubbish and trash shall be placed and kept in covered containers and shall not be allowed to accumulate on any lot. In no event shall any container be maintained where visible from neighboring property except to make same available for collection and then only for a period not to exceed twenty-four (24) hours.

7. No animals other than a reasonable number of household pets, but not more than two dogs shall be maintained on any lot, and then only if they are kept, bred, or raised thereon solely as household pets for private use and not for commercial purposes. No such animal may be kept which is a nuisance or annoyance to other owners in the neighborhood and do not run at large or endanger or harass other animals. Ordinary house pets shall be contained on Owner's property or on leash. At the request of any Owner, the Association Board of Directors shall determine whether a particular animal shall be considered a house or yard pet, a nuisance, or whether the number of any such animals on any lot is unreasonable.

8. The total living area of any main structure, for a single-level structure shall not be less than 2000 square feet and for a multi-level structure shall not be less than 2300 square feet of said structure, exclusive of open porches and garages. In addition to the main structure, each home shall have an enclosed two (2) car garage minimum.

9. All structures shall be constructed so as to provide sufficient off-street parking to accommodate not less than four (4) automobiles, inclusive of garage and driveway. Driveways shall be composed of asphalt, concrete or other hard surface material, dirt driveways being expressly prohibited. Storing automobiles, trucks, campers, boats, snowmobiles, motorcycles, motorbikes, or any vehicle of any other description in the street, driveway, yards of residences or in the front of the principal building's setback lines is specifically prohibited. Such vehicles may be stored behind such setback lines within the boundaries of such lot provided such stored vehicles do not bar access to adjoining owners for roof eaves, water drainage and building maintenance. Screening approved by the Architectural Control Committee shall be installed to shield the stored vehicles from public view.

10. No signs of any kind shall be displayed in public view on any lot except one sign of not more than six square feet advertising such lot for sale, resale or lease.

11. These Covenants, Conditions and Restrictions shall run with the land and be in effect for a period of ten years, and shall be automatically extended for successive periods of ten years, unless by a vote of two-thirds of the lot owners within the Subdivision, it is agreed to change these Covenants, Conditions and Restrictions in whole or in part. Any amendment must be recorded.

12. Any fencing shall be a maximum height of six feet and shall be approved in writing by the Architectural Control Committee prior to erection. All perimeter lot fencing shall be of wood, brick or stone material (concrete block material shall be expressly prohibited). Any cyclone or chain link fencing shall be screened from public view by wood fencing. No solid fencing shall be allowed within thirty-five (35) feet of the front yard property line and shall not exceed three (3) feet in height. For example, split rail fencing would be acceptable, but a solid brick fence would not be acceptable.

ARCHITECTURAL CONTROL COMMITTEE

1. No structure or accessory buildings shall be erected, altered or maintained within the Subdivision until the plans and specifications showing the nature of such improvements have been submitted to and approved by the Association's Architectural Control Committee, composed of three or more representatives appointed by the Board of Directors of said Association, as to the quality of materials, harmony of exterior design with existing structures and the location with respect to topography and finish grade elevations. To seek approval, plans and specifications must be submitted in written and/or drawn form to the Architectural Control Committee.

2. Careful attention shall be given to aesthetic and functional consideration of any design submitted in order to enhance the entire Subdivision. Without limitation, the Architectural Control Committee shall consider the following:

A. The overall nature and character of the site and appearance of the structure, including orientation with regard to sun, wind, view and privacy, and the consistent quality use of exterior materials;

B. The minimal grading of building sites to preserve natural terrain and foliage;

C. The use of earthen tone colors and discouragement or prohibition of bright colors, especially when a lot owner seeks to change or alter the existing color of the structure;

D. The installation of patio structures designed such that they will blend and compliment the apartment structure, aluminum or plastic patio roof structures being expressly prohibited; and

E. The use of landscaping plantings and lawn complimentary to the residential character of the neighborhood - desert-style landscaping being acceptable and encouraged.

3. Duplicate copies of plans and specifications shall be submitted to the Architectural Control Committee for review and final approval before construction may be undertaken. Plans and specifications shall contain a plot plan showing lot layout, including setback, flow and manner of surface drainage, finish and natural grade elevations, floor plans showing overall dimensions, roof plans showing pitch, roof materials, color, exterior elevations showing doors, windows and exterior materials and color(s), a perspective sketch, if requested, and any other details necessary to explain exterior design features or components.

4. The Architectural Control Committee shall approve or disapprove in writing all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with.

5. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.
6. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.
7. The Architectural Control Committee shall not be liable in damage to any persons submitting requests for approval or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request.

#### ASSESSMENTS

1. Assessments. Each Owner, by acceptance of a deed, agrees to pay the Association assessments or charges established and collected from time to time as herein provided. Such assessments, together with interest and the costs of collection in the event of delinquency in payments as allowed herein, also shall be the personal obligation of the person who was the Owner, or the persons jointly and severally who were the Owners at the time when the assessment was made. Payment of the assessments may be paid by the Owners to the Association in monthly or other periodic installments as determined by the Board of Directors of the Association.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the maintenance, repair and replacement of irrigation systems, entry features and fences and such expenses as the Association, in its opinion shall determine to be necessary and desirable including the establishment and maintenance of a cash reserve for all of the foregoing purposes. In the event repairs are required resulting from negligent acts of an Owner, or the Owner's family, guests, employees, invitees or lessees, the Association shall be reimbursed forthwith by such Owner therefore.

3. The Lien Remedies of the Association.

(a) If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as herein provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

(b) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall subordinate to the lien of any first mortgage. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado. Sale or transfer of any lot shall not affect the assessment liens. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

GENERAL PROVISIONS

1. Indemnification of Officers and Directors. Neither the Association, any member of the Board, nor any agent or employee of the Association, shall be liable to any Owner or other person or entity for any action taken or failure to act with respect to any matter if the action taken or failure to act was in good faith and without willful or intentional misconduct. The Association shall indemnify and hold harmless any member of the Board, any officer of the Association or any agent or employee of the Association from any and all reasonable costs, damages, charges, liabilities, obligations, fines, penalties, claims, demands, or judgments and any and all expenses, including without limitation, attorneys' fees incurred in the defense or settlement of any action arising out of or claimed on account of any act, omission, error or negligence of such person or of the Association, the Board, or any committee of the Association, provided that such person has acted in good faith and without willful or intentional misconduct.

2. Utility Tariffs. All lots are subject to and bound by Grand Valley Rural Power Lines, Inc. tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this Subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The Owner or Owners shall pay as billed a portion of the cost of public street lighting in the Subdivision according to Grand Valley Rural Power Lines, Inc. rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

3. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations lines and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Severability. Invalidation of any one of these covenants or restrictions by judgement of court order shall not affect any other provisions which shall remain in full force and effect.

5. Effect of the AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY CLUB HEIGHTS SUBDIVISION, PHASE I. These AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY CLUB HEIGHTS SUBDIVISION, PHASE I supercede and replace both the original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY CLUB HEIGHTS SUBDIVISION, PHASE I as previously recorded in Book 1289 at Page 548 of the records of the Mesa County Clerk and the Amendment to Declaration of Covenants, Conditions and Restrictions for COUNTRY CLUB HEIGHTS Subdivision, Phase I as previously recorded in Book 1369 at Page 907 of the records of the Mesa County Clerk.



IN WITNESS WHEREOF, the undersigned, Owners of record of Lot 4  
Block 2 COUNTRY CLUB HEIGHTS Subdivision have hereunto set their hand  
this 25 day of August 1983.

Michael R Hoffman Diana L Hoffman

State of Colorado )  
 ) ss  
County of Mesa )

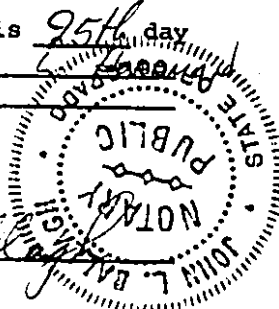
The foregoing instrument was acknowledged before me this 25th day  
of August, 1983 by MICHAEL R HOFFMAN & DIANA L HOFFMAN

WITNESS my hand and official seal.

My comission expires: JANUARY 28, 1984

My address is: 1015 N 7th St GRAND JUNCTION

John L. Ballagh  
NOTARY PUBLIC



IN WITNESS WHEREOF, the undersigned, Owners of record of Lot 13  
Block 3 COUNTRY CLUB HEIGHTS Subdivision have hereunto set their hand  
this 31st day of August, 1983.

Barbara Siira Lambert

State of Colorado )  
 ) ss  
County of Mesa )

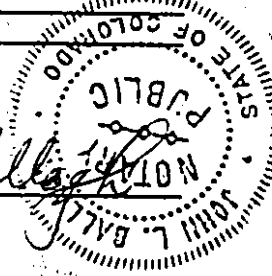
The foregoing instrument was acknowledged before me this 31st day  
of August, 1983 by BARBARA SIIRA LAMBERT

WITNESS my hand and official seal.

My comission expires: JANUARY 28, 1984

My address is: 1015 N 7th St  
GRAND JUNCTION CO

John L. Ballagh  
NOTARY PUBLIC





IN WITNESS WHEREOF, the undersigned, Owners of record of:

Lots 1,2, & 3 BLOCK ONE, and

Lots 1,7, & 11 BLOCK TWO, and

Lots 1,2,3,4,5,6,7,8,9, 11, 12, 14, 15, & 16 BLOCK THREE

All in COUNTRY CLUB HEIGHTS Subdivision have hereunto set their hand this 1st day of Sept., 1983.



Bray and Company, a Colorado Corporation

Robert L. Bray  
President

State of Colorado )  
 ) ss  
County of Mesa )

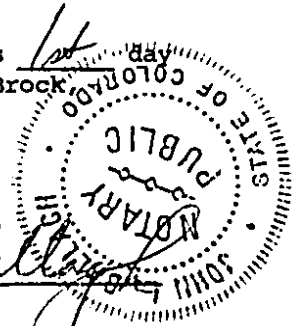
The foregoing instrument was acknowledged before me this 1st day of September, 1983 by Robert L. Bray, President and Glenn Brock, Secretary of Bray and Company, a Colorado Corporation.

WITNESS my hand and official seal.

My comission expires: January 28, 1984

My address is: 1015 N 4th Street  
Grand Junction CO

John L. Ballinger  
NOTARY PUBLIC



IN WITNESS WHEREOF, the undersigned, Owners of record of Lot 12  
Block 2 COUNTRY CLUB HEIGHTS Subdivision have hereunto set their hand  
this 12th day of Sept, 1983.

Kenneth E. Perino

State of Colorado )  
 ) ss  
County of Mesa )

The foregoing instrument was acknowledged before me this 12th day  
of Sept, 1983 by Kenneth E. Perino

WITNESS my hand and official seal.  
My comission expires: January 28 1984  
My address is: 1015 N 7th St Grand Junction

John L. Ballach  
NOTARY PUBLIC



IN WITNESS WHEREOF, the undersigned, Owners of record of Lot \_\_\_\_\_  
Block \_\_\_\_\_ COUNTRY CLUB HEIGHTS Subdivision have hereunto set their hand  
this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

State of Colorado )  
 ) ss  
County of Mesa )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 1983 by \_\_\_\_\_

WITNESS my hand and official seal.  
My comission expires: \_\_\_\_\_  
My address is: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC