

Recorded at 2:46 o'clock P. M. AUG 15 1983
Reception No. 344748 MILDRED ALSDORF, RECORDER

BOOK 632 PAGE 961

135
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

CASTLE VALLEY RANCH
A Planned Unit Development

THIS DECLARATION, made on the date hereinafter set forth by Eric C. Williams (hereinafter referred to as "Declarant").

WITNESSETH:

137
WHEREAS, Declarant is the owner of all of the real property situate in the Town of New Castle, County of Garfield and State of Colorado described as Castle Valley Ranch, a Planned Unit Development, as the same appears upon plat thereof filed for record on August 10, 1983, as Reception No. 344590 in the office of the Clerk and Recorder of Garfield County, Colorado; and

WHEREAS, Declarant, being desirous of protecting property values and protecting the health, convenience and welfare of the owners of the lots and units in the planned unit development, does hereby publish and declare that the following terms, covenants, conditions, restrictions, uses, limitations and obligations shall be deemed to run with the land located within the planned unit development and shall be a burden upon and a benefit to any person or persons acquiring or owning any interest in the planned unit development, their grantees, successors, heirs, devisees, personal representatives and assigns.

ARTICLE IDEFINITIONS

Section 1. "PUD" shall mean Castle Valley Ranch, a Planned Unit Development.

Section 2. "Filing" shall mean a final subdivision plat of a portion of the PUD.

Section 3. "Phase" shall mean construction phases within a Filing.

Section 4. "Lot" shall mean a single-family lot in the PUD.

Section 5. "Tract" shall mean a multi-family area within the PUD.

Section 6. "Unit" shall mean a dwelling unit within a Tract.

Section 7. "Owner" shall mean the owner of a Lot or Unit in the PUD.

Section 8. "ACC" shall mean the Architectural Control Committee for the PUD.

ARTICLE IIPROTECTIVE COVENANTS

Section 1. Residential Use. Except for a parcel of land which may later be devoted to commercial use for the purposes hereinafter set forth in Filing No. I of the PUD, no Lot or Tract shall be used except for residential purposes. Only single-family detached dwellings shall be

erected upon any lot, except for one (1) attached or detached garage on each lot for not more than three (3) vehicles and other outbuildings directly incidental to residential use. Units within Tracts shall be erected in conformity with the approved final plat of the Filing.

Section 2. All New Construction. All construction within the PUD shall be new construction and no previously erected building, structure or improvement shall be moved or set upon any lot or tract from any other location, excepting new modular housing approved by the ACC.

Section 3. Minimum Square Footage. The ground floor area of the main structure on any lot, exclusive of open space and garages, shall not be less than one thousand (1,000) square feet, and the ground floor area of each Unit, exclusive of open space and garages, shall not be less than eight hundred (800) square feet. All measurements shall be the outside measurement and shall not include open porches, garages or carports.

Section 4. Setbacks and Building Heights. All structures shall be located within the setback requirements and height limitations as set forth in the zoning for the PUD upon the PUD plat.

Section 5. Resubdivision and Combination of Single-Family Lots. The creation of more than one (1)

dwelling per Lot, or the resubdivision of Lots into smaller units is prohibited but the combination of more than one (1) Lot into one (1) building site is not prohibited. When constructing improvements on such combined Lots, the side-lot setback line shall be measured from the resulting side property lines rather than the Lot lines as indicated on the recorded plat of the filing.

Section 6. Utilities and Easements. Underground electric, natural gas, telephone and cable television shall be available to all Lots and Tracts in the PUD, and utility companies furnishing these services shall have easements as shown on the recorded filing. Easements for installation and maintenance of utilities are reserved as shown on each plat of each Filing, and no permanent structure shall be erected on any of said easements, and no aerial encroachments may take place over such easements. Neither the Declarant nor any utility company or governmental entity using the easements shall be liable for any damage done by either of them or their assigns, agents or employees to shrubbery, trees, flowers or improvements of the Owner located on the land covered by said easements. Easements for underground service may be crossed by driveways and walkways provided prior arrangements with the utility companies furnishing the respective utility service approve the

type and size of such driveways or sidewalks prior to the construction thereof. Easements for underground services shall be kept clear of all other improvements, including buildings, patios and other paving. Any fence crossing an access easement for electric transformer maintenance shall have a gate with a minimum clear opening of five (5) feet.

Section 7. Limitation on Activities. Nothing shall be done or permitted on any Lot or Tract which may be or becomes an annoyance or nuisance to the neighborhood. No noxious or offensive activities or commercial business or trade, whether for profit or not, shall be carried on upon any lot or tract, except as hereinafter provided. During the period of development, the Declarant may designate certain Lots or Units to be used for sales offices, construction offices and storage yards and buildings. During the period of time said Lots or Units are so utilized, the storage yards, buildings or structures situate thereon shall not be subject to the conditions, covenants and restrictions herein set out.

Section 8. Commercial Use. An area within Filing I not exceeding two (2) acres in size may be designated and zoned by Declarant, with the approval of the Town of New Castle, for commercial use. The commercial use which shall be authorized therein shall be limited to a convenience store, gas station, car-wash facility and laundromat.

Section 9. Limitation on Use of Certain Structures.

No structure shall be placed upon any Lot or Tract which is, or ever has been or could be made, the subject of a specific ownership tax as now defined in Title 42 of the Colorado Revised Statutes 1973, nor shall structures constructed in the fashion and manner as mobile homes be allowed. It is the intention of these covenants to prohibit the use of mobile homes as residences within the PUD. This covenant, however, shall not prohibit pre-cut or modular homes. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding of any description shall be used on any Lot or Tract as a residence.

Section 10. Limitation on Parking and Storage.

No boats, trailers, buses, recreational vehicles, inoperative private automobiles, or inoperative vehicles of any kind, camper rigs off trucks, or boat-rigging, or other similar items shall be parked or stored permanently or semi-permanently on any public street, right-of-way or driveway. Permanent or semi-permanent storage for such vehicles or items must be screened from public view, either within a garage or behind a solid fence built six (6) feet in height not farther forward than the front building line of the dwelling unit. Semi-permanent storage is hereby defined to be location in one place for a period of seventy-two (72) hours or longer.

Section 11. Motor Vehicles. All motor vehicles must be currently licensed and operable. No snowmobiles or other off-road vehicles shall be operated in the PUD. Motorcycles shall not be operated in the PUD, except that they may be utilized for transportation in and out of the PUD.

Section 12. Restriction on Animals. The keeping of livestock, poultry, goats and other animals within the PUD shall be prohibited, except that this restriction shall not apply to dogs or cats. Dogs and cats must be kept within the boundary of the Lot or Tract of the Owner. All Lots and Tracts must be kept clean, sanitary and reasonably free from refuse, insects and waste at all times. All animals must be so maintained that they do not become a nuisance to the neighborhood and do not run at large, endanger or harass other animals, including wildlife, upon neighboring lands and public domain. As authorized by the statutes of the State of Colorado and regulations of the Game, Fish and Parks Commission of the State of Colorado it shall be permissible for any person to capture or kill a dog when such dog is endangering or harassing wildlife.

Section 13. Restriction on Walls, Fences, Planters and Hedges. No wall, fence, planter or hedge in excess of five (5) feet above ground level shall be allowed; however, this restriction shall not apply to patio fences in connection with structures. All fences shall be constructed of

milled wood or wood by-products. Log slab fences are prohibited.

Section 14. Sight Lines on Corner Lots. No object or thing shall be placed or planted on corner lots which obstruct sight lines at elevations between two (2) feet and six (6) feet above the top of the street curve within a triangular area formed by the junction of the street and the curb lines and a line connecting them at a point twenty-five (25) feet from the junction of such street, curb line or extension thereof.

Section 15. Restrictions on Storage Areas. Clothes-lines, equipment, garbage cans, service yards, woodpiles or storage areas shall be adequately screened by planting or construction to conceal the same from view of neighboring lots and tracts and streets.

Section 16. Maintenance of Lots and Tracts. All lots and tracts shall be kept at all times in a sanitary, healthful, safe and attractive condition, and the owner or occupants of all lots and tracts shall keep all weeds and grass cut and shall in no event use any lot or tract for storage of materials and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon.

All yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as otherwise provided for so as to conceal them from view of the neighboring lots and tracts, streets or other property. In the event of default on the part of the Owner or occupant of any lot or tract in observing the above requirements, or any of them, and such default continuing after ten (10) days written notice thereof, the ACC may, without liability to the Owner or occupant in trespass or otherwise, enter upon said lot or tract and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash or rubbish or do anything necessary to secure compliance with these restrictions so as to place said lot or tract in a neat, attractive, healthful, safe and sanitary condition and may charge the Owners or occupants of such lot or tract for the cost of such work. The Owners or occupants, as the case may be, agree by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charge, in case of non-payment by the Owner, a lien is herein and hereby automatically created against the property in favor of the ACC, which may be foreclosed in the same manner as a mechanic's lien as provided by Colorado law.

Section 17. Restrictions on Signs. No sign, advertisement, billboard or advertising structure of any kind shall be displayed for the public view on any portion of the PUD, except for such signs as may be authorized in the commercial area described above; provided, however, that this restriction shall not be construed to prevent appropriate name and address signs and signs that advertise property for sale or rent insofar as it is necessary to promote the sale and development of such properties. The ACC shall have the right to remove any signs, advertisement, billboard or structure which is placed on a Lot or Tract in violation of this covenant and, in doing so, shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 18. Restrictions on Antenna. No electronic antenna or device of any type, other than an antenna for receiving normal television signals, shall be erected, constructed, placed or permitted to remain on any of the Lots or Units constructed in the PUD. Television antennas may be attached to a structure; provided, however, the antenna's location shall be restricted to the rear of the structure or to the rear of the ridge line, gable or centerline of the principal dwelling so as to be hidden from sight when viewed from the frontage street.

Section 19. Restriction on Parking. No commercial-type vehicles or trucks shall be stored or parked on any lot or tract, except in an enclosed garage, or parked on any residential street, except while engaged in transportation to or from a residence. For the purpose of this covenant, a one-ton or smaller vehicle commonly known as a "pickup truck" shall not be deemed to be a commercial vehicle or a truck.

Section 20. Underground Utilities. All electrical, telephone service, and cable television service lines shall be underground, and no telephone or existing electrical service pole drops or wires shall be permitted above ground, whether the same be in the utility easements or other portions of the Lots or Tracts.

Section 21. Quality of Materials in Construction. All structures shall be faced with brick, stone, lumber, or manufactured facing material approved by the ACC. The use of concrete blocks shall not be allowed unless it is faced with another material herein approved.

Section 22. Color. All structures shall be painted with a color that is to be reviewed and approved by the ACC and in conformity with the architectural standards adopted by the ACC.

Section 23. Restrictions Relating to Drainage.

Nothing shall be done or permitted by an Owner or occupant which would block, divert or channelize the natural flow of drainage water across any Lot or Tract from adjacent Lots or Tracts as established by the original subdivision grading.

Section 24. No Hazardous Activities. No activities shall be conducted on any Lot or Tract and no improvements constructed on any Lot or Tract which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot or Tract and no open fires shall be lighted or permitted on any Lot or Tract, except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designated interior fireplace.

Section 25. No Annoying Lights, Sounds or Motors.

No lights shall be emitted from any Lot or Tract which is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Lot or Tract which is unreasonably loud or annoying, and no odor shall be emitted from any Lot or Tract which is noxious or offensive to others.

ARTICLE IIIARCHITECTURAL CONTROL COMMITTEE

Section 1. Submittal of Plans. No improvements of any kind, including, but not limited to, commercial

structures, residential dwellings, garages, fences, swimming pools, tennis courts, parking areas and drives shall be constructed or altered on any lands within the PUD unless three (3) complete sets of architectural plans and specifications for such construction or alteration are submitted to the ACC prior to the commencement of such work. All decisions of the ACC shall be in writing. One (1) set of such plans and specifications shall remain on file and become a permanent record of the ACC. In the event the ACC fails to take any action within forty-five (45) days after complete architectural plans and specifications for such work have been submitted to it, then all of such architectural plans shall be deemed to be approved.

Section 2. Judgment of ACC. The ACC shall exercise its best judgment to see that all improvements, construction and alterations on the land within the PUD conform to and harmonize with the natural surroundings and with existing structures as to external design, materials, color, setting, height, topography, grade and finished ground elevation.

Section 3. Architectural Plans. Architectural plans and specifications submitted hereunder shall show the nature, kind, shape, height, materials, floor plan, location, exterior color scheme, alterations, grading and all

other matters necessary for the ACC to properly consider and make a determination thereon. The ACC shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

Section 4. Adoption of Architectural Standards.

The ACC shall adopt architectural standards for the erection of all improvements within the PUD. A copy of the architectural standards shall be furnished to each Owner of a Lot or Tract prior to his purchase thereof. By becoming an Owner of a Lot or a Tract, the Owner agrees that he and all occupants thereof shall be bound by the requirements of the architectural standards.

Section 5. Variance. The ACC may grant a reasonable variance or adjustment of these conditions and restrictions and architectural standards in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements of the neighborhood and shall not defeat the general intent and purpose of these restrictions.

Section 6. No Liability of ACC. The ACC shall not be liable in damages to any person or association

submitting any architectural 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 architectural plans. Any Owner submitting or causing to be submitted any plans and specifications to the ACC agrees and covenants that he will not bring an action or suit to recover damages against the ACC collectively, its members individually or its advisors, employees or agents.

Section 7. ACC Members. The initial members of the ACC shall be:

Eric C. Williams

Shirley M. Williams

David B. Optekar

Section 8. Replacement of ACC Members. A majority of the ACC may designate a representative to act for it. Should a member resign or become unable to act, the other members shall appoint a successor. Subsequent to the sale of all Lots and Tracts the members shall be replaced by written designation recorded in the Garfield County Clerk and Recorder's office showing appointment by the outgoing ACC.

ARTICLE IV

ADDITIONAL COVENANTS RESTRICTIONS AND CONDITIONS

This Declaration of Covenants, Conditions and Restrictions, the PUD plat and zoning and the ordinances of

the Town of New Castle, Colorado shall govern the use and occupation of the land in the PUD. Additional and further covenants, homeowners' associations, and other entities may be adopted and created as to each Tract in the PUD; provided, however, that such covenants and other internal governing documents shall be no less restrictive than these Covenants, Conditions and Restrictions, the PUD plat and zoning, and the ordinances of the Town of New Castle, Colorado, and, in the event of conflict, these Covenants, Conditions and Restrictions, the PUD plat and zoning and said ordinances shall control.

ARTICLE V

GENERAL PROVISIONS

Section 1. Exception to Application of Declaration.

All land within the PUD may continue to be used for agricultural purposes until construction commences. When construction commences within a Phase, the land within the Phase shall be used only for purposes authorized and permitted by this Declaration. All other land not included in a Phase wherein construction has not commenced may continue to be used for agricultural purposes, it being the intent and purpose hereof that this Declaration shall not operate to preclude the existing agricultural land use until such time as construction is commenced within each Phase.

Section 2. Enforcement. The ACC, or any Owner, shall have the right to enforce by any proceeding, at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the ACC 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. The ACC shall not be liable to any Owner for failure to enforce any restriction, covenant or condition contained herein.

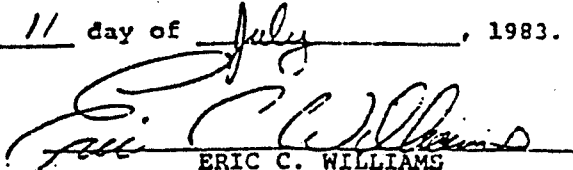
Section 3. Covenants Run With Land. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote reflected by signed documents duly recorded by the majority of the then Owners, it is agreed to change said covenants in whole or in part.

Section 4. Amendment. Any provisions contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Owners owning at least seventy-five percent (75%) of the total Lots and Units authorized within the PUD. The

amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Garfield County, Colorado, setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved by the Owners.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or a court order shall in no wise affect any other provisions which shall remain in full force and effect.

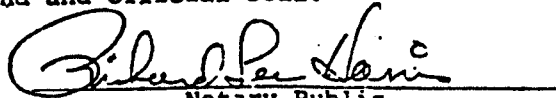
Dated this 11 day of July, 1983.


ERIC C. WILLIAMS

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The above and foregoing instrument was acknowledged before me this 11 day of July, 1983, by Eric C. Williams.

WITNESS my hand and official seal.


Notary Public



My commission expires:
June 26, 1985