

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

CASA DEL SOL TOWNHOMES, INC.

THIS DECLARATION, made on the date hereinafter set forth by VICTOR O. WEISSER JR., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Mesa, State of Colorado, which is more particularly described as:

See Exhibit "A" attached hereto and incorporated herein.

NOW THEREFORE, Declarant hereby declares that all of the properties described hereinbefore be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Casa Del Sol Townhomes Association, Inc., a Colorado non-profit corporation, formed for the purpose of being and constituting the entity for the furtherance of the interests of the Owners of property in the Casa Del Sol Townhomes and enforcing the restrictions set forth in this Declaration.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions as recorded in the Office of the County Clerk and Recorder, Mesa County, State of Colorado.

Section 5. "Dwelling Unit" shall mean and refer to the living quarters erected upon a lot.

Section 6. "Improvements" shall mean and refer to any and all buildings, parking areas, fences, screening fences, retaining walls, stairs, decks, hedges, windbreaks, plantings, trees, shrubs, signs, objects of art, mail boxes, irrigation facilities such as pumps, pipelines and sprinklers and other structures or landscaping of every type and kind situate on the Properties.

Section 7. "Limited Common Area" shall mean those general common areas designated as storage units, boiler rooms and all utility easements located adjacent to or behind the dwelling units. The use of said limited common areas shall be left to the Board of Managers and should not be used by all members of the Association. Such use should be limited to the necessity of entering these areas without undue interference with the dwelling unit which is attached to these limited common areas.

Section 8. "Lot" shall mean and refer to each numbered lot of the Properties, as shown on the recorded plot, and any lots that may be added to the Properties, with the exception of the Common Area. Lots shall be described by either number or letter or both and shall be conveyed by number or letter.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any dwelling unit or lot which is a part of the Properties, including contract sellers or buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such

additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

GENERAL DECLARATION

Section 1. Intent. By making the Declaration hereunder, Declarant specifically intends to enhance, perfect and preserve the value, desirability and attractiveness of the Properties and, to provide for the maintenance of the Common Area, Improvements and Dwelling Units thereon in a manner beneficial to all Owners.

Section 2. Estate Subject to Declaration. By this Declaration, the Declarant expressly intends and does hereby subject the Properties to the provisions of the Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding upon any person having at any time any interest or estate in the Properties, and their respective heirs, successors, representatives or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein as though fully and completely set forth in their entirety in any such document.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Limited Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by three-fourths of the members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Dedication of Common Areas. Declarant, in recording this plat of Casa Del Sol Townhomes in the records of the County of Mesa, State of Colorado, has designated certain areas of land intended for use by the homeowners in Casa Del Sol Townhomes. The designated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the owners in Casa Del Sol Townhomes, as more fully provided herein. Said plat is here said plat is hereby incorporated and made a part of this Declaration. Said common area being described as follows:

AS SHOWN ON THE RECORDED PLAT Common Areas
Casa Del Sol Townhomes as recorded in the
office of Mesa County Recorder.

Conditions and Restrictions shall be incorporated in and become a part of said plat.

ARTICLE IV

MEMBERSHIP AND VOTING

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of said

Lot. When more than one person holds a beneficial interest in any Lot as joint tenant, tenant in common, partner, shareholder or otherwise, all such persons shall be members, but the vote or votes attributable to such Lot shall be cast as such persons among themselves determine and no division of the vote or votes attributable to such Lot shall be permitted. All matters shall be decided by majority vote, except as otherwise expressly provided herein or in the By-Laws of the Association. The By-Laws of the Association shall govern procedures and requirements for notice of meetings, quorums, voting and other matters of internal regulation. The Association shall adopt rules and regulations in the manner and to the extent authorized by its By-Laws.

Section 2. Class of Membership. There shall be one class of membership, and there shall be one membership in the Association for each Lot. The owner or owners of a Lot shall hold and share the membership related to that Lot in the same proportionate interest and by the same type of tenancy in which the title to the Lot is held, provided always that there shall be only one membership per Lot.

Section 3. Number. The affairs of this Association shall be managed by a Board of not less than three nor more than five directors, who need not be members of the Association.

Section 4. Term of Office. Directors shall be elected at the annual meeting. Directors shall serve a term of one year and until their successors are duly elected and qualified.

Section 5. Removal. Any director may be removed from the Board, with or without cause, by a vote of three of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of this predecessor.

Section 6. Compensation. No director shall receive compensation for any service he may render to the

Association. However, any director may be reimbursed for his actual expenses incurred in the performance of this duties.

Section 7. Action Taken Without a Meeting. The Director shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as through taken at a meeting of the Directors.

ARTICLE V

MANAGEMENT

Section 1. Duties and Responsibilities. Declarant has caused to be incorporated as a non-profit corporation the Casa Del Sol Townhomes Association, Inc., and designated such Association to be the manager of the Properties. Any purchaser of an interest in the Properties shall be deemed to have assented to such designation and management and ratified and approved the same. Said Association shall have the following duties, rights and powers:

(a) To adopt rules and regulations in accordance with the By-laws of the Association for the regulation and operation of the townhomes, including but not limited to regulations governing the use of the Limited Common Areas and Common Areas.

(b) To levy and collect assessments, equitably prorated, against and from Owners of undivided interests, in the manner set forth in this Declaration.

(c) From funds collected to:

(1) Maintain, care for and preserve the dwelling units, buildings, grounds, improvements, Limited Common Areas and Common Areas (other than the interior of dwelling units).

(2) To pay for equipment, tools, supplies and other personal property which may be owned by said Association.

(3) To pay for water, insurance, sewerage, irrigation, and gas, and other Common Area expenses.

(4) To repair and replace facilities, machinery and equipment.

(5) To obtain and maintain insurance coverages upon the Common Areas, and improvements thereon.

(d) To lease or acquire real or personal property in pursuit of its obligation.

(e) To employ workmen, gardeners and others, to contract for services to be performed, to purchase supplies and equipment, to enter contracts and generally to have the powers of property manager in connection with the matters hereinbefore set forth, except that the Association may not encumber or dispose of the interest of any Owner except to satisfy a lien or judgment against such Owner for violation of the Owner's covenants imposed by this Declaration.

(f) To employ counsel, attorneys and auditors in connection with legal matters of the Association and audit of its books and records which audits shall be available to unit owners for inspection at the Association office.

(g) To invest funds in the hands of the Board in excess of reasonable working capital needs, and to credit income derived therefrom to the Owners in an equitable manner. Each individual Owner shall be furnished a statement of annual earnings attributable to the Owners from such income received.

(h) To file legal protests with authorities when requested so to do by a majority of the Owners against the granting by authorities of zoning or variances as to any property adjoining or within a reasonable proximity of the Properties which might affect or depreciate the value or the Owners' interests in the Properties.

(i) To do any and all things authorized or required by this Declaration and the Articles of Incorporation and By-Laws of the Association.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal

Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments including assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the Dwelling Unit situated upon the properties. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual

assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of 75% of the lots to non-declarant Owners the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per Lot.

a. From and after January 1 of the year immediately following the conveyance of 75% of the Lots to non-declarant Owners the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of 75% of the Lots to non-declarant Owners the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of

a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum For Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or by proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Reimbursement Assessment. The Board may levy an assessment against any Owner as a result of such Owner's failure to rebuild damaged Improvements or to restore or maintain his Lot or the Improvements situate thereon. Such assessment shall be for the purpose of reimbursing the Association for its actual costs and expenses incurred for the repair, maintenance or restoration of such Owner's Lot or Improvements, and shall be due and payable to the Association when levied.

Section 8. Enforcement. In the event any assessment is not paid when due, the Association may enforce payment of such obligation by any or all of the following remedies:

(a) The Association may elect to accelerate and declare immediately due and payable the remaining balance of regular or special assessments for such fiscal year.

(b) The Association may bring a suit at law to collect the delinquent assessments, including any accelerated assessment. Any judgment rendered in such action shall include a sum for costs of suit, including a reasonable attorney's fee.

(c) All delinquent assessments shall be a lien on the Owner's Lot which shall bind the Owner and his heirs, devisees, personal representatives and assigns. Any time within ninety (90) days following default in payment of any assessment, the Board may prepare and file a certificate claiming such lien, which certificate shall state the name and address of the delinquent Owner, the legal description of the property subject to the lien, the amount claimed due, and that the claim of lien is being made pursuant to this Declaration. The lien created hereunder may be foreclosed in the manner provided for by law for the foreclosure of a lien upon real property pursuant to Article 39, Title 38, Colorado Revised Statutes, 1973. In such foreclosure suit, the costs of suit, including a reasonable attorney's fee, shall be awarded to the Association.

(d) The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record (including deed of trust) and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. Sale or transfer of any Lot shall not affect the lien for said assessment charges except that sale or transfer of any Lot pursuant to foreclosure of any such mortgage or any such executory land sales contract,

or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contract shall extinguish the lien of assessment charges which became due prior to any such sale or transfer, or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contract. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of any such executory land sales contract shall relieve any Lot from liability for any assessment charges thereafter becoming due, nor from the lien thereof.

ARTICLE VII

CASUALTY, DAMAGE AND REPLACEMENT OF IMPROVEMENTS

Section 1. Owner's Insurance. All Owners shall keep and maintain fire and casualty insurance upon all Improvements situate on their Lots to the full insurable value thereof, and file the certificate of insurance with the President of the Association, such certificate providing for ten (10) days' written notice of cancellation, surrender or modification. The Association may purchase group fire and casualty insurance upon the Owner's Lots and Improvements to the full insurable value as provided herein, provided such Owners consent and premiums therefor are charged pro rata among the owners so covered. Non-consenting Owners may purchase their own insurance provided they comply with the provisions hereof.

Section 2. Loss, Damage or Destruction of Improvements Other Than Buildings. In the event of a loss, destruction or damage to any Improvements situate on any Owner's Lot exclusive of the Dwelling Unit, such Owner shall, after first obtaining the approval of the Architectural Control Committee, replace, repair or restore such damaged Improvement with an identical improvement as to the one destroyed,

lost or damaged. In the event an Owner fails to make such repair, replacement or restoration within one hundred and eighty (180) days of the loss, damage or destruction, the Association shall make such repair, restoration or replacement and charge the cost thereof to the Owner as a reimbursement assessment.

In the event of loss, damage or destruction of any Improvement situate upon the Common Area, the Association shall within one hundred and eighty (180) days of such loss, damage or destruction, replace, repair or restore such Improvement with an identical Improvement.

Section 3. Loss, Damage or Destruction to Dwelling Units. In the event of loss, damage or destruction of any Dwelling Unit, the Owner thereof shall repair, restore or rebuild the same within six months following such damage or destruction. The new structure shall be rebuilt in the same location, following the same floor plan and elevation and using the same exterior materials and stain as the Unit which has been lost, damaged or destroyed. It is the specific intent of this Section to impose upon the Owner of each Lot, the obligation to replace any destroyed Dwelling Unit with a new Unit having the identical appearance as the Unit destroyed and the other units within the Properties. Further, following completion of the repair, restoration or replacement of the damaged structure, the Owner shall repair, replace or restore any landscaping or other Improvements involved in the damage, destruction or loss to the residents within ninety (90) days of completion of the structure. However, in the event completion is after the 1st of September of any year, landscaping shall be completed by May 1st of the following calendar year.

ARTICLE VIII

ASSOCIATION INSURANCE

Section 1. Requirement. The Association shall be

required and empowered to obtain and maintain the following insurance so far as such insurance coverage is obtainable:

a. Insurance coverages upon the Common Area and all property owned or leased by the Association.

b. Insurance coverages against loss or damages by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, fire and all other casualty as covered under standard coverage provisions for the full insurable replacement cost of the improvements to the Common Area or other property owned by the Association. Insurance coverage shall also include protection for electrical pumps and associated electrical wiring used to service and maintain the irrigation system, and ground decorative lighting in the Common Area landscaping, including repairs and replacement clause.

c. Comprehensive public liability insurance in a minimum amount of \$1,000,000 bodily injury per occurrence and \$100,000 property damage per occurrence and Workman's Compensation coverage upon employees and other liability insurance insuring the Association, Board of Directors, Managers and agents in connection with the Properties.

d. Fidelity bonds to protect against dishonest acts on the part of those who handle receipt and disbursement of Association funds. Such bonds shall (1) name the Association as an obligee; (2) be written in an amount equal to at least the estimated annual operating expenses of the Properties, including reserves; (3) contain waivers of any defense barred upon the exclusion of persons serving without compensation from any definition of "employee" or similar expression; (4) provide that no modification in any substantial manner; or cancellation shall be had without thirty (30) days prior written notice.

e. Such other insurance as the Board may deem desirable for the benefit of the Owners.

ARTICLE IX

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhomes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Easement for Siding Encroachment. Each Owner of a townhome shall have an easement upon the adjoining lot having a common boundary line on which the party wall shall be located, such easement to be equal in width to any encroachment caused by exterior building siding.

ARTICLE X

MAINTENANCE AND LANDSCAPING

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family guests or invitees of the owner of the lot needing such maintenance or repair, the costs of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board, the Association, after approval by the Board, shall have the right, through its agent and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 2. Interior Maintenance and Maintenance of Limited Common Areas. Each owner shall keep the interior of

his Dwelling Unit, including, without limitation, interior walls, windows, glass, ceilings, floors, permanent fixtures, and appurtenances thereto, and Limited Common Areas appurtenant to such Dwelling Unit, in a clean, sanitary and attractive condition, and a good state of repair free from the accumulation of trash or debris.

Section 3. Landscaping. Landscaping of the Common Areas shall be performed and maintained by the Association. No owner shall alter, change or modify the landscaping of the Common Areas without prior written consent of the Association.

ARTICLE XI

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Land Use and Building Type. No Dwelling Unit or Lot shall be used except for residential purposes. Only single family dwellings for residential use shall be erected subject to the terms and provisions hereof relating to architectural control and subject to adequate provision for parking.

Section 2. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural control committee.

Section 3. Dwelling cost, quality and size. No dwelling shall be permitted on any lot at a cost of less than \$40,000.00 based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the

same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches and garages, if any, shall not be less than 450 square feet; nor shall the upper floor area of the main structure be less than 450 square feet.

Section 4. Easements. Easements for installation and maintenance of drainage facilities are reserved as shown on the recorded plat of Casa Del Sol Townhomes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each building and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible. All utilities must be on separate lines. No easement serving another lot may be given on a lot which would rest in, on, under, or upon a lot, except as originally shown on the plat.

Section 5. Encroachment. Each unit and the Properties shall be subject to an easement for encroachments created by construction, settling or overhangs, as designed or constructed by the Declarant. In the event the multi-family structure containing two or more units is partially or totally destroyed, and then rebuilt, the owners of the units so affected agree that minor encroachments of parts of the adjacent units or Properties due to construction shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist.

Section 6. Blanket Easements. An easement is further granted to all police, fire protection, ambulance and

all similar persons to enter upon the streets and properties in the performance of their duties. Further, an easement is hereby granted to the Association to enter in or to, across or over the Properties and any unit to perform the duties of maintenance and repair of the units or Properties.

Should any utility furnishing a service request a specific easement, Declarant or the Association may grant the same by a separate recordable instrument. Declarant or the Association shall have the right to grant such easements on said Properties without conflicting with the terms hereof or consent of the dwelling unit owners being required. The easements provided for in this Article shall in no way affect or restrict any other recorded easement on said Properties.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

Section 8. Temporary structures. No structure of a temporary character, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used in Casa Del Sol Townhomes at any time as a residence, either temporarily or permanently. No boats, trailers, detached campers, trucks or commercial vehicles shall be parked or maintained on any site or on any street, except that a boat, trailer, detached camper, truck or commercial vehicle may be parked or maintained on a site provided by the Association.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any lot except, (a) one sign of not more than five square feet advertising the property for sale or rent; or (b) signs used and erected by a builder to advertise the property during the period when construction and sales of new dwellings occur.

Section 10. Oil and Mining Operations. No oil or gas drilling, development operations, refining or quarrying

or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted to remain on any lot.

Section 11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that such dogs, cats or other household pets shall not exceed a reasonable number nor more than three of any one type of household pet.

Section 12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 13. Sight, Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 24 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Weeds and other rough growth shall be kept out of all lots.

Section 14. Radio and TV Antennas. Radio and TV aerials and antennas shall not exceed a height of eight feet higher than the ridge of any structure, and shall be attached to said structure. Outside flood or spot lights located on any lot shall be shaded or directed in such a manner as to avoid directly illuminating onto adjacent property or lots.

Section 15. Automobiles. No automobile shall be parked upon the Properties or the Common Areas which is not currently licensed and which is not drivable. There shall be no car repairs on the premises with the exception of changing a tire. There shall be no changing of oil or other repairs allowed.

Section 16. Mailboxes. No mailboxes or paper boxes may be erected except as approved by the Board.

ARTICLE XII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Composition. The Architectural Control Committee shall consist of three (3) members to be appointed by the Board. The members shall serve at the pleasure of the Board and for such terms as the Board shall determine.

Section 2. Consent Requirements. No improvement including Owners' landscaping shall be installed, erected or altered within the Properties except upon the prior written consent and approval of the Architectural Control Committee.

Section 3. Plans and Specifications. Duplicate copies of plans and specifications relating to an improvement shall be submitted to the Architectural Control Committee for review and final approval. Plans and specifications shall contain, without limitation, the plot plans showing layout, including setbacks, flow and manner of surface drainage, finish and natural grade elevations; floor plans showing overall dimensions; roof plans showing pitch, roof materials, and color; exterior elevations showing doors, windows and exterior materials and colors; a perspective sketch if reques-

ted; and other details necessary to explain any feature or component of the improvement.

Section 4. Considerations. The Architectural Control Committee shall consider the aesthetic and functional design of any improvement as to the quality of workmanship and materials, harmony of exterior design with existing improvements, location with respect to topography and finished grade elevation, and the preservation and enhancement of the value and the visual appearance of existing improvements.

Section 5. Procedure. The Architectural Control Committee shall approve or disapprove all written plans within sixty (60) days after submission. In the event the Architectural Control Committee fails to take any action within such (60) day period, the proposed improvement shall be deemed approved. The majority of vote of the Architectural Control Committee shall be required for the approval or disapproval of any proposed improvement.

Section 6. Waiver of Liability. The Architectural Control Committee shall not be liable in damage to any person 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. The actions of the Architectural Control Committee shall be deemed conclusively binding upon the Owners.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. 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, liens 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.

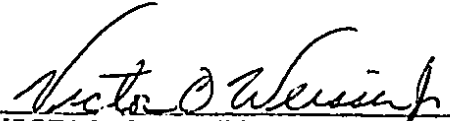
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during its initial term by an instrument signed by not less than one-hundred percent (100%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of all members.

Section 5. Professional Management. If the Association is placed in the hands of professional management, said agreement for professional management shall not exceed a period of one year. Termination of said agreement may be made by either the Association or the professional management firm without cause or termination fee on a 90 day or less written notice.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 22 day of April, 1983.


VICTOR O. WEISSER, JR.

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Declaration was signed and acknowledged before me by Victor O. Weisser Jr., this 22nd day of April, 1983.

My Commission Expires: 3-25-86

Carole A. Meek
Notary Public
725 Road and
Hoad Jct.
81501



EXHIBIT "A"

The following real property in the County of Mesa
and State of Colorado to-wit:

Lot 1 Block F Bookcliff
Terrace Subdivision