

14 PAGE DOCUMENT

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
ALBINO ESTATES SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF ALBINO ESTATES SUBDIVISION (the "Declaration") is made as of June 25, 2007, by MARGUERITA VENEGAS (hereinafter referred to as the "Declarant").

The Declarant, is the owner of certain real property situated within Mesa County, Colorado, known as Albino Estates Subdivision, according to the plat thereof recorded in Mesa County, Colorado of the real property records of Mesa County, Colorado containing 6 Lots and one Outlot, Outlot A, as hereinafter defined, including the easements and licenses appurtenant to, or included in the property as shown on the plat. Ownership of Outlot A is to be held/retained by the Declarant and this Lot will be maintained specifically by the Declarant. Outlot A is to be excluded from the Albino Estates Homeowners Association and this Declaration.

The Declarant desires to create a planned community upon the real property described on Exhibit "A" attached hereto, including the above-described property, and to subject and place upon the property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein pursuant to the provisions of the Colorado Common Interest Ownership Act ("Common Interest Act") for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvements, sale and ownership of said property.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-ways, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with the above-described property and be binding on all parties having all right, title, or interest in the above-described property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

Any Lot in Albino Estates that was formerly any portion of Lot 1 of Venegas Estates is also subject to the Declaration of Covenants, Conditions, and Restrictions recorded in Book 2798, Page 333, on February 2, 2001 in Mesa County, Colorado, and the First Amendment to the Declaration of Covenants, Conditions and Restrictions recorded in Book 3287, Page 905, on February 28, 2003, In Mesa County, Colorado.

Additionally, these covenants have not been reviewed or approved by Mesa County or any governmental or quasi governmental entity. Therefore, all alterations of the property must comply with applicable zoning requirements, Mesa County Land Use Development Code, and conditions of approval by the governing municipality.

ARTICLE I DEFINITIONS

Section 1. Definitions. The following words, when used in this Declaration, unless inconsistent with the context of this Declaration, shall have the following meanings:

a. "Association" shall mean and refer to Albino Estates Homeowners Association, Inc., a Colorado nonprofit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and officers. The fiscal year of the Association shall end on December 31 of each calendar year.

b. "Declarant" shall mean and refer to Marguerita Venegas and any successors and assigns as may hereafter be designated by the Declarant by a written instrument duly recorded in the office of the Clerk and Recorder of Mesa County, Colorado.

c. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time to time.

d. "Lot" shall mean and refer to any separate numbered lot or plot of land shown upon any recorded subdivision of the Property or any portion thereof, as the same may be amended from time to time, together with all appurtenances and improvements now or hereafter thereon, with the exception of the Common Area, as defined herein.

e. "Outlot" shall mean and refer to the 3.29 Acres, Outlot A, lying south of the Grand Valley Irrigation Company Canal. Declarant is sole owner and solely responsible for the maintenance of this Outlot including weed control, with no obligation to Albino Estates Homeowners Association. The subdivision plan can be amended (replatted) at a later date to allow the development of Outlot A (with adjacent property or stand alone) in accordance with all Mesa County requirements in affect at the time of the subdivision plan amendment.

e. "Dwelling Unit" shall mean and refer to any residential improvement constructed within Albino Estates Subdivision.

f. "Common Area" shall mean the entryways to the Property, and all property owned by the Association for the Common use and enjoyment of the Members, including a pipeline irrigation system. Ownership of Outlot A is to be held/retained by

the Declarant and this Outlot will be maintained specifically by the Declarant, with no obligation to the Albino Estates Homeowners Association.

g. "Member" shall mean and refer to each Owner of a Lot that is subject to assessment hereunder and Declarant. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

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

i. "Property" shall mean and refer to that certain real property described in the County of Mesa, State of Colorado, which is described in Exhibit "A".

ARTICLE II PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owner's Right of Enjoyment. Subject to the provisions of Section 2 of this Article, every Owner shall have a nonexclusive right to enjoy and use the facilities, if any, within the Common Area and such right shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Owner's Right. The right of enjoyment created hereby shall be subject to the following:

a. The right of the Association to promulgate and publish rules and regulations with which each Member shall strictly comply, including but not limited to the size of all irrigation water pumps and an irrigation water use schedule;

b. The right of the Association, as provided in its Articles and Bylaws, to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any single infraction of its published rules and regulations; and

c. The right of the Association to close or limit the use of the Common Area while maintaining, repairing and making replacements in the Common Area.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on his Lot.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS: THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot which is subject to assessment hereunder, shall be entitled and required to be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine.

Section 2. Directors of the Association. The affairs of this Association shall be managed by a board of three (3) directors (the "Board") initially. When Declarant relinquishes control of the Board to the Owners pursuant to Section 3 below, the Board shall be managed by three (3) directors. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

Section 3. Declarant Control. From date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the first to occur of sixty (60) days after conveyance of 75% of the Lots to Owners other than Declarant, or two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's Control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. Not later than sixty (60) days after the conveyance of 50% of the Lots to Owners other than Declarant, not less than 33-1/3% of the members of the Board will be elected by Owners other than Declarant. Not later than the termination of the period of Declarant's control as provided above, the Owners (including Declarant) shall elect a Board of at least three (3) members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant and the Board shall elect the officers, with such Board members and officers to take office upon election. Within sixty (60) days after Owners other than Declarant elect a majority of the Board, Declarant shall deliver to the Association all property of the Owners and the Association held or controlled by Declarant, including without limitation those items presently codified in Section 303(9) of the Common Interest Act, as it may be subsequently amended from time to time..

Section 4. Officers of the Association. The officers of this Association shall be as set forth in the Bylaws of the Association.

ARTICLE IV CONVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, including Declarant, by acceptance of a deed therefore, 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, (2) special assessments, and (3) reconstruction assessments, such assessments to be established and collected as hereinafter provided. The annual, special and reconstruction assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) on demand, and without setoff or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by a Director of the Association or by the managing agent of the Association and may be recorded in the office of the Clerk and Recorder of the County of Mesa, Colorado. The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof. Each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Property and, to the extent not performed by any applicable governmental entity, for the maintenance and insurance of the Common Area, including but not limited to, the entryways, the stormwater control system and the irrigation water system.

Section 3. Maximum Annual Assessment.

a. Until commencement of the second annual assessment period, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot per year.

b. Effective with commencement of the second and each subsequent Association fiscal year, the maximum annual assessment may be increased by a vote of

the Members over the amount established by the applications of the provisions of Section 3(a) above for the next succeeding Association fiscal year and at the end of that year, for each succeeding Association fiscal year, provided that any such increase shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy, at the meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting setting forth the purpose therefore.

c. The Board of Directors of the Association may, at any time and from time to time, after consideration of the projected maintenance costs and the other financial needs of the Association, fix the actual assessment against each Lot at an amount less than the maximum assessment for any Association fiscal year.

d. Within thirty (30) days after adoption of any proposed budget for the Association, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after the mailing or other delivery of the summary. Unless at the meeting a majority of all Owners reject the budget, the budget shall be ratified, whether or not a quorum of members is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

e. The limitations contained in this Section 3 shall not apply to any change in the maximum, actual and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

f. The Association shall maintain an adequate reserve fund out of the annual assessments for the repair and replacement of those elements of the Common Area that must be repaired or replaced on a periodic basis.

Section 4. Special Assessments. In addition to the annual and reconstruction assessments authorized in this Article IV, the Association may levy, in the Association fiscal year, a special assessment applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, or for the funding of any operating deficit incurred by the Association. Any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose and shall be set equally against each Lot.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 & 4. Written notice of any meeting called for the purpose of taking any action requiring a vote of the Members authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the Members 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 month.

Section 6. Reconstruction Assessments. In addition to the annual and special assessments authorized in this Article IV, the Association may levy a reconstruction assessment for the purpose of repair or reconstruction of damaged or destroyed improvements in the Common Area or owned by the Association. All such reconstruction assessments shall be equal to the net amount of the cost of repair or reconstruction of such improvements and shall be calculated by subtracting from the total cost of repair or reconstruction the sum of the insurance proceeds awarded for the damage or destruction thereof, if any, and shall be set equally against each Lot. Such reconstruction assessments shall be due and payable as provided by resolution of the Board of Directors, but not sooner than thirty (30) days after written notice hereof; provided, however, that, in appropriate circumstances, the Association may proceed directly against any Owner pursuant to Article VIII, Section 3 hereof for any such amount.

Section 7. Rate of Assessment. Annual and special assessments shall be fixed at a uniform rate for all Lots and shall be allocated to each Lot on the basis of a fractional share per Lot, the numerator of which fraction shall be one and the denominator of which shall be the number of Lots contained within the Property, and shall be in an amount sufficient to meet the expected needs of the Association.

Section 8. Date of Commencement of Annual Assessments. The initial annual assessment shall commence on the first day of the month following conveyance of the first Lot upon which a residential dwelling has been constructed and a Certificate of Occupancy issued to an Owner other than Declarant, and the second and each subsequent annual assessment period shall correspond with the fiscal year of the Association. The annual assessments shall be made due and payable with such frequency and on such dates as determined by the Board, but no more frequently than monthly, provided that the first annual assessment shall be adjusted according to the number of months in the first Association fiscal year. Any Owner purchasing a Lot between installment due dates shall pay a pro rata share of the last installment due.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set from time to time by the Association, and the Association may also assess a monthly late charge thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Working Capital Fund. The Association or Declarant shall require the first Non-Declarant Owner of any Lot to make a nonrefundable payment to the Association in an amount of One Hundred Dollars (\$100.00), all of which sums shall be held by the Association and maintained in a segregated account for the use and benefit of the Association, including but not limited to the use to meet unforeseen expenses. Such payment shall not be deemed to be prepayment of any assessment but shall be deemed a payment to the working capital fund and shall not relieve an Owner from making the regular payment of assessments as the same become due. The payment to the working capital fund shall be due on the date of the commencement of the Annual Assessment. Upon the transfer of his Lot, an Owner shall be entitled to a credit from his transferee (but not from the Association) for the aforesaid payment to working capital fund.

Section 11. Lien for Assessments.

a. Under the Common Interest Act, the Association has a statutory lien on a Lot for any assessments levied against that Lot and for fines imposed against its Owner from the time each assessment or fine becomes due. In addition, fees, charges, late charges, attorneys' fees, fines and interest charged pursuant to this Declaration or the Common Interest Act are enforceable as assessments. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

b. The statutory lien for assessments is prior to all other liens and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of this Declaration; (ii) a lien of a First Mortgage 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. Notwithstanding the foregoing, the statutory lien for assessments is also prior to the lien of a first mortgage to the extent of an amount equal to the 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. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien or assessment is required, however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Owner's Lot as a default assessment.

ARTICLE V EXTERIOR MAINTENANCE

Section 1. General. Except as otherwise provided herein, the maintenance and repair of each Lot, including but not limited to landscaping, the interior and exterior of the residence, improvements constructed thereon, and the interior of any fence on the boundary line of a Common Area and a Lot shall be the responsibility of the Owner(s) thereof.

Section 2. Maintenance of Common Area(s). To the extent not performed by the applicable governmental entity or Owner, the Association shall be responsible for the maintenance of the Common Area(s), including but not limited to repair of irrigation equipment. No Owner shall, in whole or in part, change the landscaping, grade or fencing or in any way change the retaining wall on any portion of the Common Area(s).

Section 3. Owner's Negligence. Notwithstanding anything to the contrary contained in this Article V, in the event that the need for maintenance or repair of the Common Area is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest or invitee of Such Owner, the cost of such repair or maintenance shall be personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to and become a lien against such Owner's Lot as provided in Article IV of this Declaration. A determination of the negligence or willful act or omission of any Owner or any member of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefore, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

ARTICLE VI RESTRICTIONS

Section 1. General Plan. It is the intention of the Undersigned to establish and impose a general plan for the improvement, development, use and occupancy of the Property, in order to enhance the value, desirability, and attractiveness of the Property and to promote the sale thereof.

Section 2. Restrictions Imposed. The Undersigned hereby declares that all of the Property shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon, and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements, and covenants, as well as those contained elsewhere in this Declaration.

Section 3. Use of Common Area.

a. No use shall be made of the Common Area, which will in any manner violate the statutes, rules, or regulations of the Association or any governmental authority having jurisdiction over the Common Area.

b. No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all Members, nor shall any Owner place any structure or fence, except those installed by Declarant or the Undersigned, whatsoever upon the Common Area.

c. The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

Section 4. Land Use and Building Type. No Lot shall be used except for residential or horse-ranching purposes. Only single-family dwellings, private garages and other outbuildings directly incidental to residential and horse use shall be constructed, altered, placed or permitted to remain on the Property.

Section 5. Lots to be Maintained. Except during any period of construction or reconstruction, each Lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot, the Common Area, or any street. If any Owner fails to keep and maintain that Owner's lot or improvements in accordance with this provision, the Association may (but is not obligated to) conduct such maintenance, repairs or restoration and assess the costs as a Special Assessment to the Owner on who's lot the repair or maintenance were conducted. Any costs for such unpaid Special Assessment shall attach as a lien on the Owner's lot as provided in this Declaration.

Section 6. Construction of Homes: No Mobile or Modular Homes. The work of constructing, altering or remodeling any building on any part of the Property shall be pursued diligently from the commencement until the completion thereof. No modular homes, factory-built homes, house trailers, mobile homes, trailers designed for temporary or full time occupation as a dwelling, camp trailers or tents shall be placed on property at any time. Dwellings shall be of conventional on-site construction only. No bright, loud or garish colors or color patterns shall be permitted.

Section 7. Dwelling and Site. All buildings shall be of quality workmanship and materials. Outbuildings shall conform to the exterior design of the residence.

Section 8. Drainage and Grading. All plans and specifications for the construction of improvements on a Lot and the actual construction of such improvements, shall maintain drainage easements and rights-of-way within the Property clear and unobstructed. Further, all grading on a Lot shall be done with a minimum of disruption

to the Lot and shall not drain surface water to adjoining Lots or the Property unless along a natural drainage path, nor shall grading cause soil erosion.

Section 9. Ponds. Any pond, lake, or water storage basin constructed on any portions of the Property shall be lined with a material which is non-permeable by water, and must otherwise be constructed in accordance with all applicable local, state and federal salinity control standards.

Section 10. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon the Property nor shall anything be done or placed on any of the Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

Section 11. No Hazardous Activities. No activities shall be conducted on the Property or on or within improvements constructed on the Property which are or might be unsafe or hazardous to any person or property.

Section 12. No Annoying light, Sounds or Odors. No light shall be emitted from any portion of the Property or any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any portion of the Property or in any dwelling unit which is unreasonably loud, annoying or offensive to others; and no odor shall be emitted by any Lot or on any portion of the Property or dwelling unit which is unreasonably loud or annoying; and no odor shall be emitted on any portion of the Property or dwelling unit which is unreasonably noxious or offensive to others.

Section 13. Vehicles. No portion of the Property shall be used for parking, storage or accommodation of any type of junk vehicles or vehicles under repair. Only operational cars and trucks incidental to residential family or farm/ranch use will be permitted within the Property.

Section 14. Garbage and Refuse Disposal. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, the Common Area, or any Lot, unless placed in a suitable container suitably located, solely for the purpose of garbage pickup. All containers shall be removed from the street the same day and returned to its screened area. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. All trash receptacles shall be screened as provided in the Architectural Control Committee guidelines.

Section 15. Non-disturbance. No nuisance shall be permitted on or within the Property, nor any use, activity or practice which is the source of annoyance or embarrassment to, or which offends or disturbs any residents of any portion of the Property, or which interferes with the peaceful enjoyment or possession and proper use of any portion of the Property by its residents. No abusive use of the Property by ATV's, ORV's, motor bikes, etc. on the Property will be permitted. No activity shall be conducted on the Property which is or might be unsafe or hazardous to any person on adjacent land or to other property.

Section 16. Sewer Plants. No sewer plants, sewer treatment plants or similar type installations shall be constructed on the Property, unless made necessary by laws, regulations or court orders. In such event, such facilities must be placed so as to provide the least visual impact to adjoining properties.

Section 17. No Mining or Drilling. No mining, drilling, quarrying, digging or excavating for the purpose of testing for the existence of, or extracting oil, gas, coal or minerals of any kind shall be performed upon or within the Property.

Section 18. Irrigation. Due to concerns regarding water conservation, the Association shall have the exclusive rights to control the irrigation system within the Subdivision. The Association shall own 11 shares of Grand Valley Irrigation stock. Use of the irrigation system shall be controlled by the Association, under Rules and Regulations adopted by the Association.

Section 19. Noxious Weeds. Each Lot Owner shall control noxious weeds on such Lot Owner's Lot and any Limited Common Elements which are dedicated for the benefit of such Lot Owner. The Association shall control noxious weeds on all Common Area.

Section 20. Agricultural Practices. Agricultural practices such as weed burning, ground spraying, fertilizing, field preparation and other practices pertaining to agricultural management shall be allowed on the Lots. Lots must be kept according to acceptable agricultural practice, including control of weeds and insects. The Owner and residents of any Lot shall not in any way interfere with normal agriculture practices on properties which adjoin or are in the vicinity of the Lot, pursuant to the State of Colorado Right to Farm Act (C.R.S. 1973-35-3.5-1-1).

ARTICLE VII DURATION OF COVENANTS AND AMENDMENT

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 2021, after which time they shall be automatically extended for successive periods of time of 10 years each, subject to the following provisions.

Section 2. Amendment. This Declaration, or any provision of it, may be amended at any time by an instrument signed by Owners holding not less that 100% of the total acres affected by this Declaration.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 1. Enforcement. The Owner of any of the Property 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 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 of these covenants or restrictions by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 3. Leases. Any lease agreements between an Owner and a lessee for any portion of the Property shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, and that any failure by the lessee to comply with the terms and provisions of such documents shall be a default under the lease. Further, all leases shall be in writing.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal as of the day and year first above written.

DECLARANT:

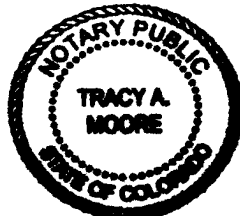
Marguerita Venegas
MARGUERITA VENEGAS

STATE OF Colorado)
COUNTY OF Mesa)

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 25th day of June, 2007, by Marguerita Venegas.

Witness my hand and official seal.

My Commission expires: 11/06/2010



Tracy A. Moore
Notary Public

My Commission Expires 11/06/2010

EXHIBIT A

LOT 7 POMONA PARK SEC 33 1 N 1 W-9.73AC

AND

LOT 1 VENEGAS ESTATES SEC 33 1N 1W-6.30 AC