

Recorded at 2:46 o'clock P. M. JAN 26 1977  
Reception No. 276560 Ella Stephens, Recorder

BOOK 492 PAGE 894

GENERAL DECLARATION  
FOR  
OAK MEADOWS RANCH  
GARFIELD COUNTY, COLORADO

THIS DECLARATION is made this 6th day of January, 1977 by REDSTONE CORPORATION, a Colorado corporation.

I. DECLARATION - PURPOSES:

1.1 General Purposes: Redstone Corporation, the Declarant, owns the real property hereinafter defined as Oak Meadows Ranch and also owns the area defined as Blocks 1 and 3, Oak Meadows Subdivision, Filing No. 3. Said Filing No. 3 is platted and has been approved by the Garfield County Planning and Zoning Authorities as a single-family, residential development on tracts of not less than five acres each. Oak Meadows Ranch has been platted and approved by Garfield Planning and Zoning Authorities as a Planned Unit Development for residential purposes in areas 1 through 8 inclusive, excepting area 6, where limited commercial uses are authorized as hereinafter defined.

By this Declaration, Redstone Corporation intends to establish an Association as a vehicle to perform certain functions and to hold and manage certain property for the common benefit of some or all owners of property within Oak Meadows Ranch and intends to define certain rights and obligations of the Association and certain rights and obligations of owners of property within said areas with respect to the Association and with respect to the functions undertaken and property held by the Association.

By this Declaration, Redstone Corporation also intends to establish, provide and maintain the included areas as a pleasant and desirable environment for all persons residing, visiting or doing business therein. Some or all of the functions hereby invested in the Association may in the manner hereinafter prescribed be invested in a political subdivision created for such purposes.

1.2 Declaration: To further the general purposes herein expressed, Redstone Corporation, for itself, its successors and assigns, hereby declares that all real property hereinafter defined as Oak Meadows Ranch and any additional property hereafter added as hereinafter provided, shall, at all times, be owned, held, used and occupied subject to the provisions of this Declaration and to the covenants, conditions and restrictions herein contained.

II. DEFINITIONS:

2.1 Declarant: Declarant shall mean Redstone Corporation a Colorado Corporation and any successors or assigns of Redstone Corporation.

2.2 Oak Meadows Ranch: Shall mean a Planned Unit Development containing 210.3280 acres, more or less identified as Oak Meadows Ranch, Oak Meadows Piling No. 4, in the NW $\frac{1}{4}$ ,

NE $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ , Section 15, and NE $\frac{1}{4}$ , Section 22, Township 7 S., R. 89 W., 6th P.M., Garfield County, Colorado and subdivided into Areas 1 through 8 inclusive on Plat thereof approved by the Garfield County Planning and Zoning Commission and Garfield County Commissioners and filed for record in the Office of the Garfield County Clerk and Recorder, with such Amendments and changes, if any, as shall be hereafter duly approved and filed in the Garfield County Recorder's Office.

**2.3 Additions:** Additional real property adjoining or nearby Oak Meadows Ranch including but not limited to Oak Meadows Filing #3 shall be deemed subject to all provisions contained in this Declaration or subject to such provisions as shall be enumerated upon the recording by Declarant, in the Office of the County Clerk and Recorder of Garfield County, Colorado, of an instrument containing a legal description of the additional real property and showing approvals of not less than 2/3rds of the combined owners of sites within Oak Meadows Ranch.

**2.4 Lot and Site:** A "Site" shall mean each separately owned parcel of real property within Oak Meadows Ranch, including each condominium unit as that term is defined in the Condominium Ownership Act of the State of Colorado, which is owned, held or used for or in connection with permitted lodging, residential, business or commercial purposes, including any such parcels owned by Declarant, excepting, however, any parcel of property owned, held or used as hereinafter specifically designated as a Green Belt Area, or for other defined purposes.

A parcel of property owned or held by Declarant shall not be considered a Site prior to construction of improvements thereon or delineation of boundaries thereof.

A parcel of property owned, held or used in its entirety by the Association hereinafter referred to, or by any governmental entity, or for or in connection with the actual distribution of electricity, gas, water, sewer, telephone, television or other utility service or for access to any property within or without Oak Meadows Ranch shall not be considered a Site.

**2.5 Unit:** A Unit is a standard of measurement used in this Declaration to determine or fix certain rights and obligations with respect to a Site and the Owner of a Site. Each Site shall be deemed to consist of, and the Owner of a Site shall be deemed to own, one or more Units of one or more types, which shall be assigned to each Site in accordance with principles and definitions contained hereinafter in this Declaration. The general location of Sites (subject to relocation as hereinafter provided) and the Units of occupancy therefor are as defined upon the above described Plat of Oak Meadows Ranch.

**2.6 Owner:** Shall mean the person or persons, entity or entities who own fee simple title to a Site. Each Owner shall also be the owner or owners of a Regular

Membership in the Association which is appurtenant to title to such Site. The term Owner shall include Declarant to the extent that it is the owner of fee simple title to a Site.

2.7 Guest: Guest shall mean any customer, agent, employee, guest or invitee of an Owner; and any person or persons, entity or entities who have any right, title or interest in any Site which is not the fee simple title to the Site, including a lessee, licensee, concessionaire, mortgagee or beneficiary under a deed of trust; and any customer, agent, employee, guest or invitee of such person or persons, entity or entities.

2.8 Fee Simple Title: Fee Simple Title, as used herein shall mean fee simple title to a Site if such an estate or interest exists with respect to a Site or, if not, that estate or interest with respect to a Site which is more nearly equivalent to fee simple title.

2.9 Association: Association shall mean Oak Meadows Homeowner's Association, otherwise referred to as Oak Meadows Association, or herein as Association, a Colorado corporation not for profit, formed and incorporated to be and constitute the Association to which reference is made in this Declaration and to further the common interests of all Owners or of particular classes of Owners of Sites in Oak Meadows Ranch, and other properties for which the Association provides services.

2.10 Single Family Unit (S. F. Unit): Means a Site for a dwelling house with improvements thereon designed for one family occupancy and which may include one non-residential accessory structure to be used as a garage or for other permissible purposes, which may be attached or detached from the dwelling house. The Single Family Site shall include the land upon which the permitted dwelling house and accessory structure is located and a surrounding tract sufficient to accommodate the dwelling and permitted accessory uses, the boundaries of which shall be approved by the Declarant. Single family houses may be on detached separate sites, or may be contiguous or joined by party walls, with such common elements, or condominium elements as Declarant shall approve.

2.11 Multiple Family Unit (M. F. Unit): Shall mean a structure containing two or more dwelling units with accessory use facilities approved by Declarant, such as garage, carport, parking, office, laundry and recreation facilities for use by the occupants.

2.12 Condominium Unit (Condo Unit): Shall mean a structure or site for which a "Declaration" has been approved by the Association and recorded in the Garfield County Clerk's office which Declaration shall conform to and adopt the Condominium Ownership Act of Colorado as Amended, and may include multiple family units or lodge units or designated areas or facilities for common use.

### III. OBLIGATIONS AND RIGHTS OF ASSOCIATION:

**3.1 Property Furnished by Declarant:** Property Furnished by Declarant shall mean any real property, any improvement or portion of any improvement on real property and any personal property or equipment with respect to which Declarant grants, assigns or conveys to the Association title, interests in, or rights of use, or with respect to which Declarant permits use by the Association or some or all Owners, or their Guests, and any replacement of or for any of the foregoing. Such title, interests in or rights of use may relate to the access road or roads serving Oak Meadows Ranch; open space or unimproved areas for the use and benefit of Owners; walks, drives, trails, park areas, picnic areas, stairs; landscaping, trees, shrubs, ponds, seating, benches, aesthetic structures, lighting, and other open space improvements; parking areas or structures or facilities; tennis courts, ice rinks, or other recreational facilities; snow removal, maintenance or other equipment; office space and office furnishings, furniture or fixtures.

**3.2 Facility:** Facility shall mean and include Property Furnished by Declarant as well as real property or interests therein, improvements on real property, and personal property and equipment otherwise owned, held or used by the Association.

**3.3 Function:** Function shall mean any activity, function or service required under the Declaration to be undertaken or performed by the Association as well as any activity, function or service otherwise undertaken or performed by the Association.

**3.4 Property Maintenance Function:** The Association shall be obligated to and shall: Provide for the highest quality care, operation, management, maintenance, repair and replacement of all Facilities and pay all taxes and assessments of whatever nature relating to any Facility. Said obligations shall include without limitation, removal of snow from roads, walks, drives, stairs, and other similar Facilities, as necessary for their customary use and enjoyment; maintenance and care of open space or unimproved areas and of plants, trees and shrubs in such open space or unimproved areas; maintenance of lighting provided for roads, walks, drives, stairs, and other similar Facilities; and maintenance of roads, walks, drives and loading areas as may be necessary or desirable for access to or full utilization of any Site or any improvements. These obligations of the Association are herein called the Property Maintenance Function.

**3.5 Village Operation Function:** The Association shall be obligated to and shall do all things that may be necessary or desirable to keep and maintain Oak Meadows Ranch and other properties under its jurisdiction, as a safe, attractive and desirable community. This obligation of the Association is herein called the Village Operation Function.

**3.6 Other Functions:** Subject to the provisions herein for approval of Owners affected and the provisions restricting commercial profit-making activities by the Association

the Association may undertake other functions on a self-supporting, special assessment or other basis, including, without limitation providing security and fire protection; providing recreational programs and recreational facilities, tennis courts, playgrounds, picnic areas, television reception through a television booster, transmitter or cable system; providing telephone answering service; providing storage and maintenance facilities.

**3.7 Insurance:** The Association shall maintain and keep in force public liability and property damage insurance and insurance against fire or other casualty loss on its properties and such other insurance as the Board of Directors shall deem advisable.

**3.8 Right to Make Rules and Regulations:** The Association shall be authorized to and shall have the power to adopt and enforce rules and regulations applicable within Oak Meadows Ranch: To prevent or reduce fire hazard; to prevent disorder and disturbances of the peace; to regulate pedestrian, vehicular and equestrian traffic; to regulate use of any and all Facilities to assure fullest enjoyment of use by the persons entitled to enjoy and use the same; to promote the general health, safety and welfare of persons and to protect and preserve property and property rights. All rules and regulations adopted by the Association shall be reasonable and shall be uniformly applied. The Association may provide for enforcement of any such rules and regulations through reasonable and uniformly applied special assessments, fines and penalties, through exclusion of violators from Facilities or otherwise. Each Owner and Guest shall be obligated to and shall comply with and abide by such rules and regulations and pay such special assessments or penalties. Upon failure to comply with or abide by such rules and regulations and special assessments, fines or penalties may be imposed against owners for violations by their guests.

**3.9 Charges for Use of Facilities:** Subject to the provisions of this Declaration requiring the consent of Declarant with respect to property furnished by Declarant, the Association may establish reasonable and uniformly applied charges for use of Facilities to assist the Association in offsetting the costs and expenses of the Association attributable thereto. Each Owner and Guest shall be obligated to and shall pay any such charges for use.

**3.10 Right to Dispose of Facilities:** Subject to the provisions of this Declaration requiring the consent of Declarant with respect to Property furnished by Declarant, the Association shall have full power and authority to sell, lease, grant rights in, transfer, encumber, abandon or dispose of any Facilities.

**3.11 Governmental Successor:** Any Facility of the Association and any Function may be turned over to a governmental authority which is willing to accept and assume the same upon such terms and conditions as the Association shall deem to be appropriate with the consent of the Owners of a majority of the Units bearing the costs and expenses relating to any such Facility or Function and with the consent of Declarant.

**3.12 Implied Rights of Association:** The Association shall have and may exercise any right or privilege given to it expressly in this Declaration or, except to the extent limited by the terms and provisions of this Declaration, given to it by law, and shall have and may exercise every other right or privilege or power and authority necessary or desirable to fulfill its obligations under this Declaration, including the right to engage necessary labor and acquire use of or purchase necessary property, equipment or facilities; employ personnel necessary to manage affairs of the Association; and obtain and pay for legal, accounting and other professional services as may be necessary or desirable.

#### IV. ACCOUNTING AND ASSESSMENTS:

**4.1** The Association shall maintain accounting records and books of account to conform to generally accepted accounting principles which shall be audited annually by unaffiliated Certified Public Accountants. Annual Audit Report, records of receipts and disbursements and of assessments and the basis therefor shall be subject to inspection by any Owner or his Agent appointed in writing at the Association offices during business hours.

**4.2 Allocation of Costs to Benefits:** The Association's accounting system shall be designed to allocate assessments fairly and equitably and substantially according to benefits received or made available. To this end, there shall be: (a) Common Cost Assessments, to include administrative, general maintenance and snow removal costs and other items for the benefit of the community at large; (b) Special Facility Costs, to include costs attributable to any facility held or used primarily for the benefit of a particular group but less than all eligible beneficiaries; (c) Special Function Assessments, to include a function undertaken or performed primarily for the benefit of a particular group of one or more, but less than all Owners including any function undertaken or performed primarily in connection with a special facility; (d) Penalty Assessments, to include special assessments to be imposed under uniformly applied rules and regulations covered by By-Laws of the Association, and levied pursuant to action by the Board of Directors of the Association, upon any Owner for violation of rules and regulations hereunder by said Owner, his Agents or Guests.

**4.3 Benefit:** A benefit shall mean a right, privilege or enjoyment which is afforded, is reasonably expected to be afforded, or is available: To, or for an Owner, Unit or Person within Oak Meadows Ranch and need not be of the same degree or same nature as between beneficiaries, if there is a common benefit.

**4.4 Annual Budget and Assessment Collection:** An Annual Budget shall be prepared at the beginning of the Association's fiscal year and assessments shall be computed and imposed to be paid in installments as prescribed by the Association By-laws with billings to Owners showing breakdown as between common assessments and other prescribed

assessments. The Budget and revenue requirements and method of assessments shall be approved by the Board of Directors at or following a Budget Hearing for which written notice by ordinary mail is given to each Owner at his last known address at least ten days before such hearing.

Upon approval of the Board of Directors, the Association may borrow moneys to meet current expenses during the fiscal year for which the budget is adopted pledging duly assessed revenues therefor.

4.5 Extended Borrowing: Upon approval by the Board of Directors and upon approval by at least 60% of all Owners to be assessed for repayment, moneys may be borrowed and assessment revenues pledged therefor to pay capital costs for permitted benefits, such borrowing to be repaid within ten year

4.6 Time for Payments: The amount of any Assessment, charge, fine, penalty or other amount payable with respect to any Owner or such Owner's Guests, Site or Units shall become due and payable as specified by the Association and, in any event, 30 days after any notice shall have been given by the Association to such Owner, and any such amount shall bear interest at the rate of 12% per annum from the date due and payable.

4.7 Lien for Assessments and Other Amounts: The Association shall have a lien against each Site to secure payment of any assessment, charge, fine, penalty or other amount due and owing to the Association with respect to the Owner of that Site or with respect to such Owner's Guests, Site or Units plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosures of mortgages in the State of Colorado.

4.8 Liability of Owners, Purchasers and Encumbrancers: The amount of any assessment, charge, fine or penalty payable with respect to any Owner, or such Owner's Guests, Site or Units shall be a joint and several obligation to the Association of such Owner and such Owner's heirs, personal representatives, successors and assigns. A party acquiring fee simple title to a Site shall be jointly and severally liable with the former Owner of the Site for all such amounts which had accrued and were payable at the time of the acquisition of fee simple title to the Site by such party without prejudice to such party's right to recover any of said amounts paid from the former Owner. Each such amount, together with interest thereon, may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same. Notwithstanding the foregoing, the holder of a mortgage, deed of trust or other lien on a Site shall not be liable for any such assessment, charge, fine or penalty and the lien for any such assessments, on a Site taken in good faith and for value and perfected by recording in the office of the County Clerk and Recorder of Garfield County, Colorado, prior to the time a notice of failure to pay any such amount is recorded in said office, describing the Site, and naming the Owner of the Site.

RESTATEMENT OF SECTION 4.8

BOOK 521 PAGES 932-933

FILED & RECORDED MAR 21, 1979 GARFIELD COUNTY, COLORADO

SEE FOLLOWING DOCUMENT

4.9 Estoppel Certificate: Upon payment of a reasonable fee not to exceed \$15 and upon written request of any Owner or any person with any right, title or interest in a Site or intending to acquire any right, title or interest in a Site, the Association shall furnish a written statement setting forth the amount of any assessments, charges, fines or penalties, if any, due or accrued and then unpaid with respect to the Owner of the Site and such Owner's Guests, Site or Units and the amount of the Common and Special Assessments for the current fiscal period of the Association payable with respect to the Site and Units, which statement shall, with respect to the party to whom it is issued, be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid.

4.10 Association Contracts for Services: The Association may contract to provide services and provide benefits to areas other than Oak Meadows Ranch, provided no additional cost or reduction in service occurs to Oak Meadows Ranch owners. Duties shall be performed and services provided as required by this Declaration by Association employees, or by contractors, including Declarant.

V. UNITS:

5.1 Divisible Space: Each occupancy Unit shall include an area of Divisible Space defined as space designed for lodging, residential, living or sleeping purposes which has its own private entrance and is so arranged that it is separate or can conveniently be separated from other Space within such Facility, by closing doors or otherwise, in a manner that will afford privacy of access and use to the users of the Space.

5.2 Number of Units: Except as provided in this Article V, there shall be deemed to exist, from the date of substantial completion of any structure on a Site and until the Record Date of Units next following the date such structure ceases to exist, a number of Units with respect to the Site, based on space within the structure, which space is designed for lodging, residential, living or sleeping purposes in accordance with this general Declaration and limited to numbers prescribed on Plat of Oak Meadows Ranch filed for record, which Space is designed for lodging, residential, living or sleeping purposes as follows:

(a) Single-Family Unit (S. F. Unit): Minimum size - 1,200 sq. ft. , except in Area VI, sites identified on the recorded plat are single family residential sites unless a larger number is indicated.

(b) Multiple Family Dwellings and Condominium Dwelling Units (Condo Unit): Each Unit including kitchen or house-keeping facilities shall have the following minimum sizes: One Bedroom - 600 sq. ft.; Two Bedrooms - 800 sq. ft.; Three Bedroom - 1000 sq. ft. All measurements shall be on outside foundation walls, not including open porches, garages, or carports or common elements.

5.3 Lodge Unit - Area VI: The Association Board of Directors shall allocate for assessment purposes on a fair

and equitable basis uses within Area VI of Oak Meadows Ranch according to costs to the Association, extent of use and services provided or made available. Area VI may include a lodge and recreational facilities connected therewith which lodge, in addition to rooms and condo units, shall include a common entrance, lobby, reception area and office and may include additional facilities necessary and convenient to a lodge, and necessary and convenient to Oak Meadows Ranch such as: Meeting rooms, Association offices and service offices, including real estate sales and other offices of Declarant; restaurant, bar, nightclub, country club, social club, recreational services establishment. Also, service facilities such as newsstand, laundromat, retail convenience, sporting goods, recreational and equestrian equipment and sundry store. Also, service facilities for Area VI and for Oak Meadows Ranch which may include maintenance shop, garage, fire fighting equipment, storage and warehousing facilities, central power plant, utility installations. Other commercial uses not reasonably necessary or convenient to the Guest Lodge and the requirements of Oak Meadows Ranch shall be excluded.

5.4 Units for Association and Other Exempt Space:

There shall be excluded from assessment, Exempt Uses, which are any use for or in connection with the actual supplying of electricity, gas, water, sewer, telephone, television or other utility services within or without Oak Meadows Ranch.

5.5 Determination as to Sites and Units:

The Declarant shall have the right, authority and obligation to fix and determine which parcels of property within Oak Meadows Ranch constitute Sites and the number of Units existing with respect to each Site and shall make such determination at least annually.

VI. OAK MEADOWS HOMEOWNERS' ASSOCIATION:

6.1 General Purposes and Powers:

Oak Meadows Homeowners' Association has been formed and incorporated as a Colorado corporation not for profit to be and constitute the Association to which reference is made in this Declaration, to perform functions and hold and manage property as provided in this Declaration and to further the common interests of some or all Owners of Sites within Oak Meadows Ranch and such other property as may or hereafter come within its jurisdiction. It shall have all powers necessary or desirable to effectuate these purposes. It shall not engage in commercial profit making type activity.

6.2 Regular Membership:

There shall be one Regular Membership in the Association for each Site, which Regular Membership shall be appurtenant to the fee simple title of such Site and title to and ownership of the Regular Membership for that Site shall automatically pass with transfer of title. Each Owner of a Site shall automatically be entitled to the Benefits and subject to the burdens relating to the Regular Membership for his Site. If fee simple title to a Site is held by more than one person or entity, the Regular Membership appurtenant to that Site shall be shared by all such persons or entities in the same proportionate interest and by the same type of ownership as fee simple title to the Site is held.

6.3 Board of Directors: The affairs of the Association shall be managed by a Board of Directors which may, however, by resolution, delegate any portion of its authority to an Executive Committee, or to an executive manager or director for the Association. Members of the Board of Directors shall be elected annually in accordance with the Articles of Incorporation and By-Laws of the Association.

6.4 Voting of Owners: Each Owner shall have one vote for each \$1,000 of assessed valuation against the Site and improvements thereon (excluding personal property assessments) according to the records of the Garfield County Assessor as of January 1, of the year in which such vote is cast.

Provided, however, that so long as Declarant is a member of the Association and owns 1/5th or more of the building Sites within the Oak Meadows Ranch said Regstone Corporation shall be entitled to elect 3/5ths of the Directors of the Association.

6.5 Notice and Proceedings: Notice shall be given and meetings conducted and the affairs of the Association conducted as prescribed by the Articles of Incorporation and the By-Laws of the Association. A majority of the votes entitled to vote on any matter shall constitute a quorum.

VII. RIGHTS OF DECLARANT AND OWNERS:

7.1 Reserved Rights: Any property furnished by Declarant to the Association shall, whether or not expressed at the time, be deemed accepted by the Association and shall at all times remain subject to: Existing easements for utilities, including gas, hot water or steam lines, electricity, water, sewer, telephone, television or other utility service, and for intercommunication, alarm or other similar systems; easements for parking, ingress, egress and access for the benefit of members and other property in the vicinity, easements as provided in Section 7.4, and the right reserved to thereafter create further easements of the foregoing types, to assign, grant or convey title, interest in, or rights of use with respect to existing or thereafter created easements of the foregoing types, to enter upon and further improve or develop any property furnished by Declarant, at its own cost and expense, for the benefit of the Association or of any Owners including, without limitation, the right to construct parking facilities, walkways, roads, utility lines, recreational facilities, signs, lighting facilities, drainage structures and retaining walls, to landscape any such property or to reroute any streams or ditches running across such property. Building Sites shall conform generally to locations designated on the Oak Meadows Ranch Plat, but Declarant reserves the right to change or re-locate such Sites according to its discretion.

Declarant further reserves the right to re-locate and modify road and easement alignment, provided no encroachment, nuisance or impairment of access occurs thereby to another property Owner within the Oak Meadows Ranch.

7.2 No Sale or Abandonment of Property Furnished by Declarant: No Property Furnished by Declarant may be sold, conveyed, leased, transferred, encumbered, abandoned or otherwise disposed of without the written consent of Declarant. No improvements which may be included in Property Furnished by Declarant may be destroyed, permitted to deteriorate or waste, or disposed of by the Association without the written consent of Declarant unless a suitable and adequate replacement or substitute is provided. No Property Furnished by Declarant shall be used or operated by the Association or by any other person for commercial use, profit or gain without written consent of Declarant.

7.3 Easement of Owners with Respect to Facilities: Each Owner and each Owner's Guests shall have non-exclusive easements over, upon, across and with respect to any Facilities as appropriate and necessary for: Access, ingress and egress to the Site of such Owner; encroachment by improvements caused by the settling, rising or shifting of earth, or by slight error or by necessity in the course of construction, reconstruction or repair of such improvements; encroachment by overhanging portions of improvements; maintenance, repair or reconstruction of improvements; and horizontal and lateral support of improvements; subject, however, in the case of easements for access, ingress and egress, to such reasonable and uniformly applied rules and regulations as the Association may impose to assure the fullest possible use and enjoyment of Facilities by all persons entitled to such use and enjoyment.

7.4 Owner's Enjoyment of Functions and Facilities: Each Owner, and each Owner's Guests shall be entitled to use and enjoy any Facilities or any Functions with respect to which such Owner contributes to costs and expenses, subject to such reasonable and uniformly applied rules and regulations which the Association may adopt to assure the fullest possible use and enjoyment of the same by all persons entitled to such use and enjoyment and subject to such reasonable and uniformly applied charges which the Association may, subject to the other provisions of this Declaration, impose to offset costs and expenses in connection therewith and subject to the following specific limitations. There shall be no obstruction of any Facilities nor shall anything be stored in or on any part of such Facilities without the prior written consent of the Association. Nothing shall be altered on, constructed in, or removed from, such Facilities except upon the prior written consent of the Association. Nothing shall be done or kept on or in any Facilities which would result in the cancellation of the insurance which the Association is required to maintain pursuant hereto or any part thereof or increase the rate of the insurance or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on or in such Facilities which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, Facilities shall be committed, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or such Owner's Guests. No noxious, destructive or offensive activity shall be carried on with respect to any

Facilities nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to any other Owner or to any person within Oak Meadows Ranch.

**7.5 Owners's Rights and Obligations Appurtenant:**

All rights and easements of an Owner under this Declaration and all rights of an Owner with respect to membership in the Association under this Declaration and all obligations of an Owner under this Declaration are hereby declared to be and shall be appurtenant to the title to the Site owned by such Owner and may not, except as hereinafter provided in Section 7.6, Assignment of Rights or Obligations to a Subowner, be transferred, conveyed, devised, bequeathed, encumbered or otherwise disposed of separate or apart from title to the Site. Every transfer, conveyance, grant, devise, bequest, encumbrance or other disposition of a Site shall be deemed to constitute a conveyance, grant, devise, bequest, encumbrance or transfer or disposition of such rights and obligations.

**7.6 Assignment of Rights or Obligations to a Subowner:**

An Owner may assign or delegate to a Subowner some or all of his rights hereunder as an Owner or as a member of the Association and may enter into an arrangement with such Subowner under which the Subowner shall agree to assume some or all of such Owner's obligations hereunder as an Owner or member of the Association. The Association shall recognize any such assignment or delegation of rights or arrangement for assumption of obligations, provided that, to be effective with respect to the Association, Declarant or any other Owner, the assignment or delegation of rights or arrangement for assumption of obligations shall be in writing, shall be in terms deemed satisfactorily specific by the Association, and a copy thereof shall be filed with the Association. Notwithstanding the foregoing, no Owner shall be permitted to relieve himself of the ultimate responsibility for fulfillment of all obligations hereunder of an Owner arising during the period he is an Owner.

**7.7 Subowner:** Subowner shall mean any party or parties who occupy or use a Site or portion thereof pursuant to a lease, license, concession agreement or other arrangement with the Owner of the Site or who have any right, title or interest in a Site, including a mortgagee or beneficiary, as the case may be, under a mortgage or deed of trust encumbering a Site.

**VIII. RESTRICTIONS APPLICABLE TO PROPERTY:**

**8.1 Property:** Property as used in Articles VIII and IX of this Declaration shall mean any and all property which is now or may hereafter be included within Oak Meadows Ranch including public or private streets, roads and any public or private easements or ways and including any and all improvements on any of the foregoing.

**8.2 Occupancy Limitations:** No portion of any Property shall be used as a residence or for living or sleeping purposes other than a unit or room designed for living or sleeping in a completed structure. No living or sleeping unit or room in any structure shall be used for living or sleeping purposes by more persons than it was designed to accommodate comfortably, nor by more persons than are permitted by applicable codes, building permits, or ACCO limitations.

**8.3 Maintenance of Property:** All Property, including all improvements on any Property, shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and in good repair.

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

**8.5 No Hazardous Activities:** No activities shall be conducted on any Property and no improvements constructed on any property 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 Property; and no open fires shall be lighted or permitted on any Property except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace or except such campfires or picnic fires on Property designated for such use by Declarant or by the Association and except such controlled and attended fires required for clearing or maintenance of land.

**8.6 No Unsightliness:** No unsightliness shall be permitted on any Property. Without limiting the generality of the foregoing: (a) All unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure; (b) Trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure; provided that trailers, including trailers carrying boats, and snow removal equipment may be parked on parking lots; (c) Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure. (d) Service areas and facilities for hanging, drying or airing clothing or fabrics shall be kept within a screened or enclosed structure; (e) Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities and gas, oil, water or other tanks, and sewage disposal systems or devices shall be kept and maintained within an enclosed structure, or screened, or below the surface of the ground, except that community antennae television system reception facilities are not so restricted; and (f) No lumber, grass, shrub or tree clippings or plant waste, unlicensed junk automobiles, metals, bulk materials or scrap or refuse or trash shall be stored or allowed to accumulate beyond a reasonable time necessary for removal of the same. Provided that exceptions may be granted by the Architectural Control Committee during construction, and under other conditions that will not create a nuisance to other property owners or deminish the value of their property, and with result in unnecessary hardships to the property owner.

**8.7 No Annoying Lights, Sounds or Odors:** No light shall be emitted from any Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any Property which is unreasonably loud or annoying; and no odor shall be emitted on any Property which is noxious or offensive to others.

**8.8 No Temporary Structures:** No tent or shack or other temporary building, improvements or structure shall be placed upon any Property, except in connection with a promotional activity carried on by the Association, or except with the prior written consent of Declarant obtained in each instance. Such consent shall be granted only for social, cultural, entertainment or recreational purposes of general benefit to a large number of Owners.

**8.9 Restriction of Animals:** No animals, birds, insects or livestock shall be kept on any Property except domesticated dogs, cats or other household pets which do not unreasonably bother or constitute a nuisance to others, and such pets shall not be permitted to run at large. Horses may be ridden on the Oak Meadows Ranch and livestock grazing may be permitted provided no nuisance is created to others and provided express approval is first obtained from the Association. No killing, hunting or trapping of wildlife shall be permitted, except in the protection of persons and property, in a manner allowed by the laws of the State of Colorado.

**8.10 Restriction on Signs and Vehicles:** No signs or advertising devices of any nature shall be erected or maintained on any Property except as necessary to identify the business (where business is permitted), if any, carried on, the business name or ownership of the particular parcel of Property and its address; or as may be necessary or desirable to give directions, advise of rules and regulations, or caution or warn of danger; and one sign per unit 18" x 24" or less showing "For Sale" or "For Rent" and such signs as may be otherwise required by law and which have prior approval of Declarant or the Association. Illegally parked vehicles, abandoned vehicles and inoperative vehicles not enclosed shall be subject to removal and disposition in accordance with By-Laws of the Association.

**8.11 No Mining and Drilling:** No Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

**8.12 No Cesspools or Septic Tanks:** No cesspools or septic tanks shall be permitted on any Property. Any other type of sewage disposal system shall be installed only after approval by Declarant and any governmental health authority having jurisdiction.

**8.13 No Site or Unit shall be divided into two or more Sites or Units nor conveyed or encumbered in a dimension less than the full original dimensions.**

8.14 No towers or radio or television antennas higher than 3 feet above the highest roof line of the structure shall be erected on any dwelling unit and must be attached to the building.

8.15 No snowmobiles or two wheeled motorized vehicle shall be operated in the Oak Meadows Ranch, except that motorcycles may be utilized for transportation on established roadways in the Oak Meadows Ranch.

8.16 Construction Period Exception: During the course of actual construction of any permitted structures or improvements, the provisions contained in this Article VIII of this Declaration shall be deemed waived to the extent necessary to permit such construction, provided that, during the course of such construction, nothing is done which would result in a violation of any of said provisions upon completion of construction.

8.17 Additional Covenants, Conditions and Restrictions: By specific provision in any deed from Declarant, Declarant may subject any real property to be conveyed by such deed to particular covenants, conditions or restrictions applicable to the particular real property conveyed by such deed and, if any such deed contains any such covenants, conditions or restrictions, the deed shall be deemed to include a provision that Declarant shall have the right, immediately or at any time during the continuation of any violation or breach of or failure to comply with any of said covenants, conditions or restrictions, to re-enter and take possession of the property described in the deed and that, upon exercise of this right of re-entry, title to said property shall thereupon vest in Declarant. The right of re-entry and for re-vesting of title provided under this Section shall be subject to the provisions of the Section of this Declaration entitled Protection of Encumbrancer.

IX. APPROVAL OF ALL CHANGES TO PROPERTY REQUIRED:

9.1 Approval of All Changes to Property Required: Declarant contemplates transfers to third parties for pre-approved structures and uses, which will be material encumbrances for such transfers, for which reason no change in the existing take of property shall be made or permitted, except by Declarant or by the Board of Directors of the Association, acting by and through the Architectural Committee.

"Change in the Existing State of Property" shall mean and include, without limitation: (a) The construction or expansion of any building, structure or other improvements, including utility facilities; (b) The destruction by voluntary action or the abandonment of any building, structure or other improvements; (c) The excavation, filling or similar disturbance of the surface of land including without limitation, change of grade, stream bed, ground level or drainage pattern; (d) The clearing, marring, defacing or damaging of trees, shrubs or other growing things; (e) The landscaping or planting of trees, shrubs, lawns or plants; or (f) Any change or alteration, including without limitation, any change of color, texture or exterior appearance of any

previously approved change in the existing state of Property. In the event of a proposed expansion of any building, structure or other improvements, or the proposed destruction or abandonment of any parking or recreation facilities, Declarant may require payment of such consideration as it may in its discretion determine, as a condition of approval.

**9.2 Special Objectives:** In approving or disapproving any change in existing state of Property, the Special Objectives of the Architectural Committee shall be: To carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration; to prevent any change which would be unsafe or hazardous to any person or property; to minimize obstruction or diminution of the view of others; to preserve natural appearance as much as possible and to assure that any change will be of good and attractive design and in harmony with the natural setting of the area and will be compatible with other features of the development; to assure good quality of materials and workmanship and low maintenance costs.

**9.3 Architectural Control Committee:** The Declarant shall appoint an Architectural Control Committee of not less than three nor more than five persons (which may include members of the Association Board of Directors) to serve at the pleasure of Declarant as an Architectural Control Committee. The architectural Control Committee (herein abbreviated as ACCO) shall meet as required to consider and approve or disapprove applications for any proposed change in the existing state of Property. Such application shall be in writing and describe the proposed change and if structural, shall require architectural drawings in duplicate, a plot plan and such other data and information as shall be required by the ACCO. The ACCO may adopt rules and regulations for processing of such applications, including a requirement that plans and specifications be prepared by a practicing licensed architect. Approval or disapproval shall be in writing within 30 days after submission of all required written documents and information, and if not acted upon within said 30 days, shall be deemed approved.

**9.4 Prosecution of Work After Approval:** After approval of any proposed change the same shall be completed with due diligence in conformity with conditions of approval. Failure to accomplish the change within one year after date of approval or to complete the change in accordance with terms of approval shall operate automatically to revoke the approval and the Association may require the Property to be restored as nearly as possible to its previous state. The time for completion of any such work may be extended by the ACCO.

**9.5 Variances:** The ACCO may grant variances from the strict application of Article VIII or IX where no nuisance, impairment of view or adverse effect results to any other property owner, according to the determination of ACCO, and where such change is in general conformity to the policies and objectives outlined in this Declaration. No such variance shall be granted unless all Owners within a radius of 200 feet from the Site of the variance shall either consent in writing, or shall be given an opportunity for hearing before

than  
 ACCO of not less than ten days written notice delivered to said Owners or to their premises, or mailed to their last known address by Certified Mail.

X. MISCELLANEOUS:

10.1 Duration of Declaration: The provision of this Declaration and the Protective Covenants herein contained shall remain in effect until January 30, 1997 and shall be automatically extended for successive periods of ten years, unless by vote reflected by signed document duly recorded by a majority of the then Owners, it is agreed to change or repeal said covenants in whole or in part. Any provision violating the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation shall continue and remain in full force and effect for a period of twenty-one years following the death of the survivor of Patrick M. Fitzgerald and R. J. Delaney, or until this Declaration is terminated as hereinabove provided, whichever first occurs.

10.2 Amendment: Any provision contained in this Declaration may be amended or repealed, with the written consent of Declarant, by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by Declarant and by the Owners, as shown by the records in the office of the Garfield County Clerk and Recorder of not less than 2/3rds of the Owners of Sites within Oak Meadows Ranch.

10.3 Each provision of this Declaration, and all provisions necessarily implied therefrom shall be deemed incorporated in each Deed or other instrument of conveyance; be deemed accepted, ratified and declared as a personal covenant of each Owner or the Association and binding thereon; be deemed and declared for the benefit of the Association and each Owner and shall be deemed a real covenant and an equitable servitude running as a burden with an upon the title to each parcel of land.

10.4 Enforcement and Remedies: Each provision of this Declaration shall be enforceable by Declarant or any Owner by proceeding for prohibitive or mandatory injunction or suit to recover damages or, in the discretion of the Association, for so long as any Owner fails to comply with any provisions, by exclusion of such Owner and such Owner's Guests from use of any Facility and from enjoyment of any Function. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover costs and expenses including reasonable attorney fees.

10.5 Protection of Encumbrancer: No violation or breach of this Declaration, or enforcement action shall impair the lien of any mortgage, deed of trust or other lien in good faith and for value recorded by the Garfield County Clerk's office prior to recording of lis pendens or other document by the Association showing violation or breach.

10.6 Limited Liability: Neither Declarant, the Association, its Board of Directors, or the ACCO nor any member, agent or employee shall be liable to any party for



Recorded at 3<sup>56</sup> o'clock P .M. MAR 21 1979  
Reception No. 292809 Mildred Alsdorf, Reorder

BOOK 521 PAGE 932

RESTATEMENT OF SECTION 4.8 OF  
GENERAL DECLARATION FOR OAK MEADOWS RANCH  
GARFIELD COUNTY, COLORADO

WHEREAS, on January 6, 1977, Redstone Corporation caused to be executed a General Declaration for Oak Meadows Ranch, Garfield County, Colorado, and

WHEREAS, said Declaration was recorded on January 26, 1977, as Reception No. 276560 in Book 492 at Page 894, and

WHEREAS, it was the intent and purpose of the Declarant that the liens for assessments created by Section 4 of said Declaration should be junior and subordinate to the liens of first mortgages, deeds of trust and other such security instruments on each Site, and

WHEREAS, the within Restatement of Section 4.8 of said Declaration is made for the purpose of clarifying and restating the intent of Declarant so as to make certain and secure the intent and purpose of Declarant that the liens of all first mortgages, deeds of trust and other such security instruments shall be senior and superior to all liens created and imposed by said Declaration for unpaid assessments.

NOW THEREFORE, Declarant hereby restates and re-declares Section 4.8 of the General Declaration for Oak Meadows Ranch, Garfield County, Colorado, as follows to wit:

4.8 Liability of Owners, Purchasers and Encumbrancers:  
The amount of any assessment, charge, fine or penalty payable with respect to any Owner, or such Owner's Guests, Site or Units shall be a joint and several obligation to the Association of such Owner and such Owner's heirs, personal representatives, successors and assigns. A party acquiring fee simple title to a Site shall be jointly and severally liable with the former Owner of the Site for all such amounts which had accrued and were payable at the time of the acquisition of fee simple title to the Site by such party without prejudice to such party's right to recover any of said amounts paid from the former Owner. Each such amount, together with interest thereon, may be recovered by suit for a

