

# Covenants, Easements and Restrictions (ver. 1998)

“Cedar Mesa Ranches”  
Montezuma County, Colorado



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It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said property, and to prevent the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisance, undue noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible.

Said lot and all lots in the subdivision described on said survey map shall be subject to the following covenants and restrictions:

1. No lot owner within the Cedar Mesa Ranches subdivision shall have the right to convey easements, partial interests and/or access rights-of-way to lands adjoining said subdivision. Lot owners shall have the right to convey easements, partial interests and/or access rights-of-ways to other lot owners within the subdivision with prior approval from the Cedar Mesa Ranches Homeowner's Association and all applicable government agencies.
2. Lots shall be used only for residential, recreational, agricultural and ranching purposes. Industrial and/or commercial uses are prohibited unless agreed to by the Cedar Mesa Ranches Homeowner's Association.
3. There shall be only one single family dwelling on each lot. Two family and/or multifamily dwellings are prohibited. No building or structure will be more than 30 feet in height at its highest point from grade including chimneys, antennas, etc.
4. Views and Sunlight. Building and structures constructed in a subdivision shall be placed, so as to minimize undue obstruction of views and sunlight to existing dwellings on adjacent properties.
5. Residences will be located wherever possible in treed or vegetated areas so as to provide adequate screening of new buildings and development.
6. Vegetative cutting is restricted to the following: on any given lot no more than 35 percent of the trees greater than 6 inches diameter at breast height (DBH) shall be removed.

The following are exceptions to the above cutting restriction:

- a. Those trees and/or vegetation within 100 feet from the edge of a residence
  - b. Those trees and/or vegetation within 25 feet from the edge of any accessory structure
  - c. Those trees and/or vegetation within a power line right-of-way, road right-of-way or driveway less than 25 feet in width
  - d. Those trees and/or vegetation within 25 feet from the edge of a sewage disposal system
  - e. Excluding any dead, diseased, dying or trees that present a health or safety hazard.
7. Vegetative cutting requirements for fire prevention (safety zones) are as follows:
    1. Within 100' of a home site trees must be cut and/or trimmed so that 12' of open space exists between crowns. Occasional clumps of two or three trees may be retained for natural landscape effects. Pruning when necessary should be done to a height of 10'.
    2. All dead wood must be removed from the ground within 100' of the home site and small patches of scrub and brush directly adjacent to a homesite must be separated at least 10' by irrigated grass or non-combustible materials.
    3. If the home site is within 50' of the crest of a steep hill, trees should be thinned at least 100' below following the same guidelines for thinning set forth in item a.
    4. Irrigated grass and/or other non-combustible material is required for landscape use immediately around the home site. The use of bark or wood chips is prohibited.

8. All buildings, accessory structures, temporary cabins and sewage disposal systems shall adhere to the following setbacks:
  - a. 100' from the edge of any pond
  - b. 100' from the boundary of any designated wetland
  - c. 25' from the side and rear lot lines of each lot
  - d. 100' from any stream, brook or intermittent water course
  - e. 100' from the centerline of any Town, County or private road (placement of sewage disposal is exempt from this setback)
  - f. 50' from the edge of any slope greater than 50%
9. All septic systems are required to be designed and approved by an engineer licensed in the State of Colorado.
10. Further subdivision of any lot in Cedar Mesa Ranches subdivision is prohibited.
11. No structure of temporary character, recreational vehicle, camper unit, trailer, mobile home, basement, tent, shack, garage, accessory building or other out-building shall be used on any parcel as a residence. A temporary camp, tent or camper unit may be used for recreational purposes but such structures may not be allowed to remain or be stored on any lot for a period of more than 9 months in a given year. Recreational vehicles may be stored longer than 9 months per year, provided they are stored in a storage facility, i.e., barn or garage, which meets all the requirements set forth herein.
12. Whenever possible building material and roofing must be non-combustible and fire-resistant.
13. No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully enclosed building meeting standards set forth in the covenants for the Cedar Mesa Ranches subdivision.
14. The outside finish of all buildings must be completed within nine months after construction has started. No building paper, insulation board, sheathing or similar non-exterior materials shall be used for the exterior finish of any building. The exterior finish of all buildings shall be composed of earth tone colors harmonious with the existing environment. Individual lot numbers at least 4" in size must be mounted on each house and/or entrance to each driveway so as to be clearly seen from the adjoining road.
15. Lighting. All outdoor lighting should be low sodium lighting affixed to a building and designed to illuminate on the premises and to minimize nuisance to adjoining landowners. Overhead lighting is prohibited. Non-intrusive lampposts are allowed at the edge of a driveway and lower level lighting (less than 30 inches) will be permitted along walkways.
16. Drainage. All open areas of any site, lot, tract or parcel should be graded and planted as appropriate to provide property drainage and minimize flooding, erosion and pollution.
17. Noxious Weed Control. Any subdivision will require inspections for noxious weed infestation under provisions of the Colorado Weed Management Act, the Montezuma County Comprehensive Weed Management Act, the Montezuma County Comprehensive Weed Management Plan Resolution 4-93 and devolvement and submittal of an approved weed management plan.
18. No owner shall cause or allow the origination of excessive odors or sounds from his parcel. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his or her parcel. In the case of a dispute, at the request of an owner, the Cedar Mesa Ranches Homeowners Association, Inc. Board shall make the final determination of what constitutes a nuisance.

19. In an effort to protect and preserve native wildlife and birds, no dogs, cats or other domestic pets shall be allowed to roam free within Cedar Mesa Ranches project. All pets must be kept on a leash, in a kennel, or under voice control at all times. Pets should always be kept under the immediate supervision of their owners.
20. All fencing shall be set back 30 feet from the edge of all private and county roads excluding driveways and shall be 48 inches, four strand or less, with a 12 inch kickspace between the top two strands. Any rail fencing shall be the round type, three rails or less with at least 18 inches between two of the rails, excluding corrals and loading pens/sheep pens.
21. In the event an item of potential archaeological and/or native American Historical significance such as native American artifacts is found on a lot within the subdivision, the find should be reported to a non-profit organization that is dedicated to archeological preservation, research and education. Items of significance should not be disturbed or removed from the site except by a qualified archaeologist and only necessary historical preservation and educational purposes.
22. The burying or dumping of garbage, junk, trash, oil, petroleum, or other liquid or solid waste or littering of any kind on any lot is strictly prohibited.
23. Commercial wood harvesting, mining and/or oil or gas production is prohibited.
24. Grantor hereby grants to each lot owner, and each lot owner grants to all other lot owners, easement for utilities along boundary lines and access to rights-of-way through the subdivision as shown on said survey map, such utilities are to be located as close as practicable to existing roads within the property.
25. All new utilities must be constructed underground except when extreme conditions such as ledge or wetlands will cause undue economic hardship for the lot owner.
26. An easement providing ingress and egress to each lot is granted over existing roads within the subdivision for the Grantor and all County officials for the proposed of monitoring and enforcing these covenants, easements and restrictions and/or County zoning regulations.
27. Maintenance of the private access roads within the subdivision shall be the sole responsibility of those lot owners which adjoin said private roads and are members of the Cedar Mesa Ranches Homeowners Association, Inc. Each lot owner agrees to keep their section of the road free of debris and all other natural and man-made obstructions. Lot owners will maintain roads in common and others in a suitable condition for two wheel drive vehicular traffic.
28. All lot owners will agree, as members of the Cedar Mesa Ranches Homeowners Association, to form a forestry and fire prevention committee within the Homeowners Association to suggest and oversee fire mitigation activities. In addition, said committee will be responsible for keeping a fire danger sign at the entrance to the subdivisions, kept current on a daily basis.
29. The Grantor and Grantees herein covenant and agree that said lot shall be subject to these covenants, restrictions and easements. These covenants, restrictions and easements shall be included in all deeds and shall bind all lots in the subdivision of property presently owned by Redstone Land Company, Inc. of which this lot is a part. These covenants, restriction and easements shall inure to the benefit of the Grantees herein, their heirs, legal representatives, successors and assignees.
30. These covenants, restrictions and easements may be enforced by the owner(s) of any lot in said subdivision (including Grantor) against any person or persons violating or attempting to violate any provision hereof, either to restrain the violation thereof or to recover damages caused thereby. The failure to enforce any of these covenants, restrictions or easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any of these covenants, restrictions and easements shall not affect any other of these provisions which shall thereafter remain in full force and effect. Any lot owner who violates any of these covenants, restrictions and easements shall be liable for the reasonable

attorneys' fees and legal expenses of any lot owner who is successful in legal action to enforce such covenant, restriction or easement.

31. These covenants, restrictions and easements may also be enforced by the Board of County Commissioners. The County shall likewise be entitled to recover the reasonable attorney's fees and legal expenses of enforcement in a successful legal action.
32. The Grantor reserves to itself the right to vary or modify the aforesaid covenants, restrictions and easements, in cases of hardship or practical difficulty where the basic intent and purposes of said covenants, restrictions and easements would be violated, subject to approval by the Cedar Mesa Ranches Homeowner's Association.