

Covenants, Easements and Restrictions
"CEDAR MESA RANCHES"
Montezuma County, Colorado

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 and unstable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property and attractive surroundings free of nuisance, undue noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible

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

Definitions:

Survey Map -- The Plat map of Cedar Mesa Subdivision as recorded in the office of the county clerk of Montezuma county Colorado, Plat book 13 page 138

Agricultural – The farming of the soil for the purpose of growing plants

Ranching -- The use of land for the purpose of keeping or raising livestock.

Commercial – Any venture, which is done for a profit basis.

Grantor -- Redstone Land Company, Inc.

Grantee – The lot/tract owner(s)

Private Roads – All roads as shown on the Survey Map

Cedar Mesa Ranches Subdivision --All lots/tracts, roads and easements as shown on the Survey Map.

Cedar Mesa Ranches Homeowner's Association, Inc. --A Non-Profit Corporation as recorded in the Articles of incorporation for Cedar Mesa Ranches Homeowner's Association, Inc. with the State of Colorado.

Average Grade – The average elevation (height) from the lowest to the highest point on the foundation ground grade. (where the foundation meets the ground)

Shack – A building with no electricity or proper sewage removal or piped in water. For a building to not be classified as a shack it must have all of the above items.

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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 right-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, recreation, 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 multi-family dwellings are prohibited. No building or structure will be more than 30 feet in height at its highest point from the average grade including chimneys, antennas, etc. A guest house is permitted, but only for the expressed use of guests, and not for a resident or for rental..

4. Views and Sunlight. Buildings 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. Vegetative cutting is restricted to the following: on any given lot no more than 35 percent of the trees greater than 6 inches DBH (diameter at breast height) 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 trees or trees that present a health or safety hazard

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6. Vegetative cutting requirements for fire prevention (safety zones) are as follows:

- a. 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 to three trees may be retained for natural landscape effects. Pruning when necessary should be done to a height of 10'.
 - b. 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 home site must be separated at least 10' by irrigated grass or non-combustible material.
 - c. 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.
 - d. 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.
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7. All buildings, accessory structures, temporary storage 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. 120' from the centerline of any Town, County or private road (placement of sewage drain fields are to be 55' from the center line)
 - f. 50' from the edge of any slope greater than 5 0%
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8. All septic systems are required to be designed and approved by an engineer licensed in the state of Colorado.

9. Further subdivision of any lot in Cedar Mesa Ranches subdivision is prohibited.

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10. 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 the 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

11. Whenever possible, building material and roofing must be non-combustible and fire-resistant

12. No garbage, junk offensive to the neighbors or motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any parcel, unless said vehicle is stored in a fully enclosed building meeting standards set forth in the covenants for the Cedar Mesa Ranches subdivision

13. 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. Individual lot numbers must be mounted on each house and/or entrance to each driveway or lot/tract so as to be clearly seen from the adjoining road. If the lot has a residence on it, the address of the residence must also be placed in the aforesaid manner. A recreational vehicle, camper unit, trailer, or temporary facility may be used as living quarters for the duration of the 9 months of house construction.

14. Lighting. All outdoor lighting should be low sodium lighting affixed to a building and designed to illuminate only 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

15. Drainage. All open areas of any site, lot, tract or parcel should be graded and planted as appropriate to provide proper drainage and minimize flooding, erosion and pollution.

16. 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 development and submittal of an approved weed management plan.

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17, 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 case of a dispute, at the request of an owner, the Cedar Mesa Ranches Homeowner's Association, Inc. board shall make the final determination of what constitutes a nuisance.

18. 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 the 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.

19. All fencing shall be set back at least 30 feet from the center of all private and county roads excluding driveways. A perimeter fence around the edge of the lot cannot be more than 52" high

20. 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 archaeological preservation, research and education. Items of significance should not be disturbed or removed from the site except by a qualified archaeologist and only for necessary historical preservation and educational purposes

21. 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.

22. Commercial wood harvesting, mining and/or oil or gas production is prohibited.

23. 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

24. 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.

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25. An easement providing ingress and egress to each lot is granted over all existing roads within the subdivision for the Grantor and all County officials for purposes of monitoring and enforcing these covenants, easements and restrictions and/or County zoning regulations.

26. Maintenance of the private access roads within the subdivision shall be the sole responsibility of Cedar Mesa Ranches Homeowner's Association Inc. Each lot owner agrees to keep their section of the road free of debris and all other natural and man-made obstructions. Cedar Mesa Ranches Homeowner's Association Inc will maintain roads in common with others in a suitable condition for two wheel drive vehicular traffic except for extreme conditions where four-wheel drive may be needed.

27. All lot owners will agree as members of the Cedar Mesa Ranches Homeowner's Association to form a forestry and fire prevention committee within the Homeowner's 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 subdivision, kept current on a daily basis

28. The Grantees herein covenant and agree that said lot and tracts shall be subject to these covenants, restrictions and easements. These covenants, restrictions and easements shall be included in all deeds now and in the future of all lots/tracts in the subdivision as shown on the survey map. These covenants, restrictions and easements shall inure to the benefit of the Grantees herein, their heirs, legal representatives, successors and assignees

29. These covenants, restrictions, and easements may be enforced by the owner(s) of any lot/tract in said subdivision, the Cedar Mesa Homeowner's Association Inc. or Board of County Commissioners (including Grantor) against any person or persons violating or attempting to violate any provision hereof, either to restrain the violation thereof and/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. The party who loses a legal action in the courts which concerns the covenants, restrictions and/or easements shall be liable for the reasonable attorneys' fees and legal expenses of the winning party in the legal action.

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30. The Cedar Mesa Homeowner's Association Inc. reserves to itself the right to vary or modify the aforesaid covenants, restrictions and easements, for an individual lot/tract owner in cases of hardship or practical difficulty where the basic intent and purposes of said covenants, restrictions and easements would not be violated, subject to approval first of a majority vote of the board and then a majority vote of the membership of the Cedar Mesa Ranches Homeowner's Association, Inc.

31. The lot or tract owner(s) in the Cedar Mesa Ranches Subdivision as shown on the survey map are required to be members of the Cedar Mesa Homeowner's Association, Inc. and cannot be removed from membership by any party. As a member of Cedar Mesa Homeowner's Association, Inc., the lot or tract owner(s) are responsible for their equal and fair share of the expenses and benefits of the Cedar Mesa Homeowner's Association, Inc.

32. These Covenants may be altered or changed or added to by a 2/3 vote of the membership of the Cedar Mesa Homeowner's Association, Inc. The owner(s) of a lot or tract has one vote for each lot or tract owned as shown on the survey map.

33. All double-wide mobile homes that are currently on lots or tracts in the Cedar Mesa Ranches Homeowner's Subdivision that were there before January 1, 2003 are grand fathered in and are exempt from the no double-wide part of these covenants. This does not preclude the enforcement of the no double-wide part of these covenants in the future.

These Covenants, Easements and Restrictions were modified and changed by a majority vote of the lot/tract owners of Cedar Mesa Ranches subdivision on October 25, 2005. They were modified and changed from the then enforce Covenants, Easements and Restrictions as shown on the Plat map of Cedar Mesa Ranches Subdivision as recorded in the office of the County Clerk of Montezuma County, Colorado, Plat book 13 page 138. The Covenants, Easements and Restrictions here listed are the legal and binding Covenants, Easements and Restrictions for the Cedar Mesa Ranches subdivision as of October 25, 2005.

**AMENDMENTS TO THE PROTECTIVE COVENANTS OF
CEDAR MESA RANCHES HOMEOWNERS ASSOCIATION, INC**

January 12, 2008

COVENANT #7

7. All buildings, accessory structures, temporary storage 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 except for the primary dwelling which, shall be 50'
- d. 100' from any stream, brook or intermittent water course
- e. 120' from the centerline of any Town, County or private road (placement of sewage drain fields are to be 55' from the center line)
- f. 50' from the edge of any slope greater than 5 0%

DEFINITION ADDED:

Mobile Home – A mobile home means a single family dwelling built on a permanent designed for long-term residential occupancy and containing complete electrical, plumbing, and sanitary facilities and designed to be installed in a permanent or semi-permanent manner with or without a permanent foundation, which is capable of being drawn over public highways as a unit, or in sections by special permit.

COVENANT #10

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 the 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.

An RV parked on a lot with a permanent inhabited dwelling, and parked in such a manner as to be unobtrusive and inconspicuous, and not used as a residence or dwelling, shall be excluded from the storage facility/barn/garage requirement.

The above amendments to the Covenants, Easements and Restrictions were modified and changed by a 2/3's vote of the lot/tract owners of Cedar Mesa Ranches subdivision on January 12, 2008. They were modified and changed from the then enforced Covenants, Easements and Restrictions as shown on the Plat map of Cedar Mesa Ranches Subdivision as recorded in the office of the County Clerk of Montezuma County, Colorado, Plat book 13 page 138, and the amended covenants of October 25, 2005, document #535880. The Covenants, Easements and Restrictions here listed are the legal and binding Covenants, Easements and Restrictions for the Cedar Mesa Ranches subdivision as of January 12, 2008.

