

AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE CRIS-MAR SUBDIVISION

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CRIS-MAR SUBDIVISION ("Amended Declaration") is made and declared this 9th day of June, 2014, by the Owners of the Lots located within the Cris-Mar Subdivision pursuant to C.R.S. §§ 38-33.3-120, -217 and Article VI, Section 3 of the Declaration of Covenants, Conditions and Restrictions, recorded December 4, 1980 in the records of the Mesa County Clerk and Recorder in Book 1287 at Page 535, as amended ("Original Declaration").

RECITALS

A. The Cris-Mar Subdivision ("Subdivision"), consisting of the real property described on the attached Exhibit A and shown on the Plat attached as Exhibit B, is an established planned community.

B. The Original Declaration no longer adequately addresses the needs of the Owners, so the Owners wish to update the Original Declaration to better address their needs.

C. The Owners have determined to amend the Original Declaration in its entirety and replace it with this Amended Declaration, their intention being that the Original Declaration should be of no further force or effect and that the Subdivision be subject instead to the following covenants, conditions and restrictions.

D. All the property in the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, and they shall be binding on all Owners, their heirs, successors, and assigns of all parties having any right, title or interest in any part of the Subdivision.

ARTICLE I
DEFINITIONS

1.1 "Allocated Interests" means the common expense liability and votes in the Association, as set forth in Article 5 of this Amended Declaration. Formulas for the Allocated Interests are as follows:

1.1.1. Percentage Share of Common Expenses. This figure is calculated by the percentage equivalent to a fraction of 1/52.

1.1.2. Voting. One vote per Lot.

1.2 "Amended Declaration" shall mean and refer to this Amended Declaration of Covenants, Conditions and Restrictions for the Cris-Mar Subdivision.

1.3 "Architectural Control Committee" means the Architectural Control Committee ("ACC") referred to in Article 5 of this Amended Declaration.

1.4 "Articles" means the Articles of Incorporation of the Association filed with the Colorado Secretary of State, as the same may be amended from time to time.

1.5 "Assessments" means the Annual, Special and Reimbursement Assessments levied pursuant to Article 5 below, as well as any enforcement expenses, including, but not limited to, attorney fees, late fees, fines, costs of collection, interest and penalties.

1.6 "Association" means the Cris-Mar Homeowners Association, a Colorado non-profit corporation.

1.7 "Association Documents" means the Amended Declaration, Articles, Bylaws, Policies, Procedures, Rules and Regulations of the Association defined herein, as each of them may be amended from time to time.

1.8 "Association Water" means all water of the Palisade Irrigation District appurtenant to the land that makes upon the Subdivision and any other water or water rights, ditch or ditch rights acquired by the Association.

1.9 "Board" means the executive board of the Association vested with the power to operate and manage the affairs of the Association, as more particularly described and defined in the Association Documents.

1.10 "Residence" means any enclosed area or structure or part thereof designed, used or intended for use as human habitation, including all fixtures and improvements thereto, located on a Lot.

1.11 "Bylaws" means the Bylaws of the Association adopted pursuant to the Colorado Revised Nonprofit Corporations Act, C.R.S. §§ 7-121-101, et seq., or any successor statute that may be adopted from time to time.

1.12 "Common Elements" means those portions of the Subdivision owned by the Association, including, but not limited to, Tracts A and B shown on the Plat and the Association Water and Irrigation System.

1.13 "Common Expenses" means (i) all expenses expressly declared to be common expenses by this Amended Declaration or the Bylaws; (ii) all other expenses of operating, administering, servicing, conserving, managing or otherwise maintaining the Association in any way; (iii) insurance premiums for the insurance carried by the Association under this

Amended Declaration; (iv) all collection costs, reasonable attorney fees and any other cost or expense incurred by the Association as a result of any failure or refusal by an Owner to timely pay the Owner's share of Common Expenses or to comply with the requirements of this Amended Declaration, regardless of whether a legal proceeding concerning the same has been commenced; and (v) all expenses lawfully determined to be common expenses by the Board.

1.14 "Improvements" shall mean and refer to any and all Residences, parking areas, fences, screening fences, retaining walls, stairs, decks, hedges, windbreaks, plantings, trees, shrubs, signs, objects of art, mailboxes, Irrigation System (e.g., pumps, pipelines and sprinklers) and other structures or landscaping of every type and kind situated in the Subdivision.

1.15 "Irrigation System" means the irrigation system installed or to be installed in the Subdivision for the purpose of delivering Association Water to the Lots, excluding those Improvements connected to the Irrigation System located after the entry valve on the Lots.

1.16 "Lot" means that part of the Subdivision owned in fee simple by an Owner. The boundaries and identifying number of each Lot are shown on the Plat.

1.17 "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot that is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.18 "Plat" means that certain plat of the Subdivision, which is an engineering survey recorded December 4, 1980 in the records of the Mesa County Clerk and Recorder in Book 12 at Page 34, attached as Exhibit B, including any amendments, additions or supplements thereto.

1.19 "Policies, Procedures, Rules and Regulations" means all written terms and conditions that are adopted by the Association for the management, regulation, use, operation or any other aspect of any part of the Subdivision, including any amendments thereto.

1.20 "Subdivision" means the common interest community created by the Original Declaration and the real property shown on the Plat and described in Exhibit A, which is now subject to this Amended Declaration.

ARTICLE 2 GENERAL DECLARATION

2.1 Intent. By this Amended Declaration, the Owners expressly intend to and do subject the Subdivision to the provisions of this Amended Declaration. By making the Amended Declaration, the Owners specifically intend to provide for the continued development and maintenance of the Lots in a manner beneficial to all Owners entitled to the

use or benefit thereof. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges that are granted, created, reserved or declared by this Amended Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding upon any person having at any time any interest or estate in the Subdivision, including their respective heirs, successors, representatives or assigns. Acceptance of any deed of conveyance, lease, mortgage, deed of trust or other evidence of obligation shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges that are granted, created, reserved or declared herein, whether or not this Amended Declaration is referenced.

2.2 Lots Subject to Amended Declaration. The Subdivision is divided into Lots, as shown and numbered on the Plat, each of which is made subject to the provisions of this Amended Declaration. Subject to section 2.3, below, each Owner of a Lot shall be entitled to the exclusive ownership and possession thereof. Title to a Lot may be held or owned by any person or entity in any manner in which title to other real property may be held or owned in the State of Colorado, including, but not limited to, joint tenancy or tenancy in common.

2.3 Easements. The easements and other rights of access and/or enjoyment provided by this Amended Declaration shall in no way affect, avoid, extinguish or modify any other recorded easement(s) or other rights in, on, or through the Subdivision, as may exist or come to exist under the laws of the State of Colorado.

2.4 Maximum Number of Lots. The maximum number of Lots in the Subdivision is fifty two (52).

2.5 Prohibition of Further Subdivision. No Lot may be further subdivided or split into smaller tracts, lots or units at any time.

ARTICLE 3 EASEMENTS AND COMMON ELEMENTS

3.1 Easement for Maintenance and Entry. Each Owner shall afford to the Association, and its agents or employees, access through such Owner's Lot that is reasonably necessary for maintenance, repair and replacement of any Common Elements. If damage is inflicted, or a strong likelihood exists that it will be inflicted, on the Common Elements, the Owner responsible for the damage or expense to avoid damage, or the Association if it is responsible, shall pay the cost of prompt repair or avoidance. Further, each Lot shall be subject to an easement in favor of the Association (including its agents, employees and contractors) for performing maintenance, repair and/or reconstruction during reasonable hours after reasonable notice to the Owners or occupants, except that in emergency situations entry upon a Lot may be made at any time provided that the Owner or occupants shall be warned of impending emergency entry as early as is reasonably possible.

3.2 Maintenance of Common Elements. The Association shall maintain and repair the Common Elements in a neat, clean, cultivated, attractive and well maintained condition, in proper working condition, and free from the accumulation of trash or debris or visual deterioration. The Owners shall not cause or permit any damage, deterioration or the accumulation of trash and debris upon the Common Elements and shall promptly report to the Association, or its designated agent, any defect or need for repairs or maintenance for which the Association is responsible. The Owners shall not make any alterations to the portions of the Subdivision maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Common Elements or Improvements thereon without first obtaining the written consent of the Association. The costs and expenses incurred for the purpose of owning, maintaining, repairing and restoring the Common Elements and Improvements thereon shall be borne by the Owners as Common Expenses. The Association shall not be required to obtain the prior approval of the Owners to cause such maintenance or repairs to be accomplished, regardless of the cost thereof.

3.3 Irrigation System.

3.3.1. The Owners shall have the right and easement of use and enjoyment in and to the Irrigation System installed or to be installed in the Subdivision for the purpose of delivering their pro rata share of Association Water to their respective Lots during the irrigation season. Rights to the Irrigation System shall be appurtenant to and shall pass with the title to the Lots, subject to the provisions of this Amended Declaration. The Owners may delegate their respective rights of enjoyment in and to the Irrigation System to the members of their family, tenants, guests, invitees or contract purchasers, so long as the Irrigation System benefits the Owners' respective Lot.

3.3.2. The Association shall maintain, restore, repair and replace the Irrigation System as reasonably necessary to ensure delivery of Association Water to the Lots. The Owners shall be responsible for maintaining, restoring, repairing and replacing those Improvements connected to the Irrigation System, regardless of type, kind or description, which are located after the entry valve on such Owner's Lot, in a well maintained condition. No Owner shall have any claim against any other Owner for all or any part of the cost of maintaining those Improvements connected to the Irrigation System that such Owner is obligated to maintain under the provisions of this section. However, in the event an Owner fails to maintain or repair the Improvements as provided herein, the Association may conduct such maintenance, repair, replacement or restoration and charge such costs to the Owner who failed or refused to conduct such maintenance or repair.

3.4 Maintenance Necessitated by Owner's Negligence. Regardless of any provision of this Amended Declaration that might suggest otherwise, in the event that the

need for maintenance, repair or reconstruction of the Common Elements, a Lot or any other Improvement in the Subdivision is caused by the willful or negligent act or omission of any Owner or any Owner's agents, employees, guests, licensees or invitees, the cost of such repair, maintenance, reconstruction or expense to avoid such damage shall be the obligation of such Owner to the extent that the Owner would be liable for the acts of such persons under the laws of the State of Colorado. In the event the Association incurs costs, expenses or fees for the maintenance, repair or reconstruction described in the preceding sentence, such costs, expenses or fees shall be added to the assessment to which such Owner's Lot is subject.

ARTICLE 4 RESTRICTIONS ON USE

4.1 Residence Restrictions.

4.1.1. No Owner shall construct, install, build, change, modify, paint, decorate, alter or in any way create or make any change to the exterior of any Residence, exterior wall, roof, deck, patio, shed, carport, exterior entry, paving or other exterior Improvement, or a material change to general landscaping that is visible from the street adjacent to the front door of a Residence without the approval of the ACC.

4.1.2. All Lots shall be used for residential purposes only. Only single-family dwellings and other outbuildings directly incidental to residential use shall be erected on a Lot. A Residence may have an attached private garage for no more than three (3) cars.

4.1.3. Only new, site-built Residences shall be permitted within the Subdivision, and no Residence shall be moved into the Subdivision or be of a type known as "prebuilt," "precast," "modular," "manufactured" or "mobile," regardless of quality. Further, no temporary Residence or structure of any type, such as a tent, garage, trailer, barn or other outbuilding, shall be used at any time as a Residence, either temporarily or permanently. The ACC may allow use of temporary structure for other than residential purposes for a period of time not to exceed ninety (90) days if the structure is adequately screened as may approved by the ACC and is located in the back of the Residence on the Lot.

4.1.4. No Residence shall exceed thirty-two (32) feet in height as measured from the Residence corner with the highest natural grade to the highest point on the Residence. Natural grade means the grade of the Lot after roads, utilities and rough grades are completed but before any Owner or other person makes any modifications to the grade of the Lot.

4.1.5. Driveways shall be concrete, asphalt, gravel or other hard surfacing, as approved by the ACC.

4.1.6. Once the construction of the Residence has begun, construction of the Residence must be completed and a certificate of occupancy must be obtained within twelve (12) months.

4.1.7. All down-spouts and other drainage structures shall direct water away from neighboring Lots toward run-off grades, if possible, as approved by the ACC.

4.1.8. No elevated tanks of any kind, including, without limitation, oil, gas, and water tanks, shall be permitted.

4.2 Maintenance of Lots, Residences, and Improvements.

4.2.1. The Owners shall maintain and repair their respective Lots, including the Residences, Improvements, landscaping and vegetation located thereon, in a neat, clean, cultivated, attractive and well-maintained condition, free from the accumulation of trash or debris or visual deterioration. In the event an Owner fails to maintain or repair their Lot in accordance herewith after receipt of at least two (2) notices from the Board advising the Owner of the Owner's failure to so maintain or repair the Owner's Lot, the Board may determine whether to conduct such maintenance or repair and charge such costs to the Owner who failed or refused to conduct maintenance or repair in accordance herewith.

4.2.2. The Owners shall not cause or permit any damage, deterioration or the accumulation of trash and debris upon the Lots. No Lot shall be used as a dumping ground for rubbish. No garbage, rubbish or trash shall be allowed to accumulate on any Lot. All garbage, rubbish and trash shall be placed and kept in covered containers, which shall be kept screened so as to not be visible from street(s) adjacent to the Lot except on trash collection days.

4.2.3. All facilities for permanent utilities service shall be placed underground, or in the original location at such time the Lot and Improvements thereupon were first conveyed to such Owner.

4.3 Restrictions on Occupants.

4.3.1. At no time shall any Residence be permanently occupied by more than one (1) family. For purposes of this section 4.3.1, "permanently" shall mean a period of consistent occupancy lasting for four (4) weeks or longer, and "family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption along with up to an additional two (2) who are not so related.

4.3.2. All tenants or future tenants are subject to the covenants, conditions and restrictions of the Amended Declaration. The mere rental of any Lot or the mere act of occupancy of any Lot shall signify that the covenants, conditions and restrictions set forth in this Amended Declaration are accepted. No Lot shall be rented for transient or hotel purposes, which shall be defined as: (a) rental for a period less than thirty (30) days; and/or (b) any rental if the occupants are provided customary hotel services. Other than the foregoing obligations and restrictions, the Owners shall have the absolute right to lease their respective Lots, provided that the lease is made subject to the covenants, conditions and restrictions set forth in this Amended Declaration. Further, whether expressly set forth in such lease pertaining to a Lot or not, the Owner shall have the right and responsibility to ensure a tenant's compliance with this Amended Declaration.

4.4 Offensive Activities.

4.4.1. No noxious or offensive activity shall be carried on upon any Lot, nor shall any material be placed on any Lot that is or may become a nuisance or disturbance to others.

4.4.2. As determined by the Board, no light shall be emitted from any Lot or Building which is unreasonably bright or causes unreasonable glare, no sound shall be emitted from any Lot that is unreasonably loud or annoying to other Owners, and no odor shall be emitted from any Lot that is unreasonably noxious or offensive to other Owners.

4.4.3. No activities shall be conducted within or upon a part of the Subdivision, including on any Lot, which are or may be unreasonably hazardous to any person or property.

4.4.4. No Owner shall use or permit its Lot to be used for the manufacture, storage, use, or disposal of any substance classified or categorized as hazardous by federal, state or local law or regulation ("Hazardous Material"), nor will any Owner do or permit any act or omission anywhere within the Subdivision that is in violation of any federal, state or local law or regulation. No Owner shall do or permit any act or omission anywhere within the Subdivision that would or may cause the cancellation of any insurance policy or any increase in the premium associated with any such policy. Each Owner shall indemnify and hold each other Owner, and the Association, harmless from and against all costs, including attorney fees and other expert or professional consultant's fees, expenses, losses, liabilities and damages of any nature, including personal injury, property damage, and remediation costs, which result or arise, in whole or in part, from the manufacture, storage, use, or disposal of any Hazardous Material within the Subdivision.

4.4.5. No Lot shall be used in any manner whatsoever to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substances or other mineral of any type.

4.4.6. Fires are permitted in the Subdivision only in appropriate containers while attended and in use for cooking purposes or within safe and well-designed interior fireplaces or in other devices intended for the containment of open flames.

4.5 Animals.

4.5.1. Household pets exclusively kept within a Residence are permitted provided that the keeping of such pets does not emit noxious odors from the Residence. No more than four (4) household pets not exclusively kept within a Residence are permitted. No other animals are permitted on a Lot. For purposes of this section, "household pets" shall only mean animals kept for private use and not for commercial purposes that are neither poisonous, venomous nor included within one of the following biological families: (a) anatidae (e.g., ducks, geese and swans); (b) bovidae (e.g., cattle, bison, sheep and goats); (c) camelidae (e.g., camels, llamas and alpacas); (d) equidae (e.g., horses, donkeys and mules); (e) phasianidae (e.g., chickens, pheasants, quail and turkeys); or (f) suidae (e.g., pigs and boars).

4.5.2. Household pets shall be under the control of their owners at all times, and their Owners shall on a regular basis clean all animal waste generated from their household pets so that noxious odors are not emitted due to the waste.

4.5.3. No animal may be kept within the Subdivision that is a nuisance or annoyance to other Owners. Habitually barking and/or vicious dogs are prohibited, and such determination shall be made at the sole discretion of the Board. At the request of any Owner, the Board shall determine whether a particular animal shall be considered a household pet, a nuisance or whether the number of any such animals within a Lot is in compliance with the Association Documents.

4.5.4. Household pets permitted under the Original Declaration, which were brought to and consistently kept on a Lot pursuant to the Original Declaration before November 1, 2013 shall not constitute a violation of this section 4.5.

4.6 Vehicles and Parking.

4.6.1. No automobile or motorcycle may be parked on a Lot, except inside an enclosed garage, unless such vehicle is currently licensed and parked on a finished driveway (i.e., asphalt, concrete, stone, gravel or other hard surface approved by the ACC). Automobiles and motorcycles may be temporarily parked on streets in front of

Residences provided that such vehicles are in current and regular use during each week.

4.6.2. Except as necessary for loading, unloading and temporary maintenance (defined as maintenance completed in less than seventy-two (72) hours), ATVs, boats, equipment, jet skis, motorhomes, recreational vehicles, snowmobiles, trailers and similar items shall not be parked or stored on a Lot or street adjacent thereto without adequate screening approved by the ACC.

4.6.3. No Lot shall be used as a parking, storage or accommodation area for junk vehicles or vehicles under repair, unless such vehicles are within an enclosed garage. Any incidental repairs to vehicles may be conducted on a Lot outside of an enclosed garage provided such repairs are completed within a period of time not to exceed seventy-two (72) hours.

4.6.4. Garages, driveways and parking areas shall not be converted to living spaces.

4.6.5. No recreational vehicles, motorcycles, dirt bikes, off-road vehicles, etc. shall be operated in the Subdivision at any time except for ingress and egress to and from the Subdivision upon established roads.

4.6.6. Regardless of anything to the contrary in this section, emergency and other vehicles shall be permitted to park within the Subdivision in accordance with state, local or other applicable law. Nothing in this section shall restrict trucks or other commercial vehicles within the Subdivision necessary for the construction of utilities, delivery of goods, maintenance of Lots and the Common Area, or for delivery of goods.

4.7 Landscaping. All vegetation shall be properly cultivated (including watering) and neatly trimmed and reasonably weed free at all times. Xeriscape and drought-tolerant vegetative landscapes are permitted, so long as they are approved by the ACC. The ACC may regulate the type, number, and placement of drought-tolerant plantings and any hardscapes that may be used on an Owner's Lot. Further, this section shall not be interpreted to allow the "zero-scaping" of a Lot (i.e., landscaping consisting almost entirely of hard materials with little to no plant life).

4.8 Signs. Political campaign signs shall be permitted in the Subdivision at such times and in such manner as specifically provided by federal, state or local law. Aside from political campaign signs as provided, no sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising a Lot for sale.

4.9 Fences.

4.9.1. Wooden fences or plantings in the nature of a hedge or fence may be erected and maintained upon a Lot with the approval of the ACC and shall be maintained, constructed or erected in compliance with local zoning, building or other codes or regulations governing fence height and location.

4.9.2. Fences located on property lines between Lots shall be maintained by the Owners of such Lots, and maintenance costs shall be shared equally by such Owners. In the event that Owners cannot agree upon the maintenance of and payment for a shared fence, an affected Owner may submit a maintenance proposal to the Board for the fence maintenance. If approved, the Board shall assess the nonparticipating Owner that Owner's share of the maintenance costs for the benefit of the Owner who paid for such maintenance. Nothing in this section 4.9.2 shall prevent Owners from unilaterally maintaining their fences and paying such costs associated therewith.

ARTICLE 5
THE ASSOCIATION AND ARCHITECTURAL CONTROL

5.1 Purpose and Membership. By acceptance of a deed to a Lot, each Owner shall be a member of the Association, which is a Colorado nonprofit corporation, organized for the general purpose of being and constituting an entity for the furtherance of the mutual interests of the Owners pursuant to this Amended Declaration, the Association Documents including without limitation, enforcement of the Amended Declaration; levying and enforcing Assessments to defray the cost and expenses of operation; and, providing other services pursuant to this Amended Declaration and the Association Documents.

5.2 Directors of the Association. The affairs of this Association shall be managed by a minimum of three (3) directors, as more fully provided in the Articles. Directors shall meet the qualifications described in the Articles and Bylaws of the Association.

5.3 Voting Rights.

5.3.1. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

5.3.2. The Association shall have one class of voting membership, each Owner being entitled to vote one vote for each Lot owned upon matters subject to vote by the members, as provided in the Articles and Bylaws of the Association. A vote for each Lot shall be exercised as the Owner(s) determines, but in no event shall more than one vote be cast with respect to any Lot.

5.4 Limitations Upon Liability.

5.4.1. Neither the Association, any member of the Board, any officer of the Association, nor any agent or employee of the Association, shall be liable to any Owner or other person or entity for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without willful or intentional misconduct. The Association shall indemnify and hold harmless any member of the Board, any officer of the Association or any agent or employee of the Association from any and all reasonable costs, damages charges, liabilities, obligations, fines, penalties and claims, demands, or judgments and any and all expenses, including, without limitation, attorney fees, incurred in the defense or settlement of any action arising out of or claimed on account of any act, omission, error or negligence of such person or of the Association, the Board, or any committee of the Association, provided that such person has acted in good faith and without willful or intentional misconduct.

5.4.2. Notwithstanding the duty of the Association to maintain and repair parts of the Subdivision, the Association shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by any latent condition of such property or by the conduct of other Owners or persons or by casualties for which insurance pursuant to this Amended Declaration is not required, or for which insurance is not provided by the Association.

5.5 Association Insurance. The Association may obtain and maintain such insurance as it finds appropriate, specifically including, without limitation the following:

5.5.1. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements.

5.5.2. Workers' Compensation coverage upon employees.

5.5.3. Insurance covering errors and omissions of the Board.

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

5.6 Architectural Control Committee.

5.6.1. There shall be an ACC composed of three (3) natural persons elected by the Owners, each of whom shall be Owners of one or more of the Lots in the Subdivision. A majority vote of the members of the ACC, with one (1) vote given to each member, shall be required for the approval of any matter requiring approval of

the ACC. The Owner of the Lot that is the subject of the particular matter before the ACC may not vote with respect to such matter.

5.6.2. No Residence or exterior Improvement of any kind, including landscaping, shall be erected, placed or altered on any Lot until the construction plans and specifications, and a plan showing the location of the structure or Improvement, have been approved by the ACC as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finished grade elevation all to be in conformity with this Amended Declaration, including, but not limited to, the requirements set forth in section 4.1, above.

5.6.3. Duplicate copies of plans and specifications relating to a Residence or Improvement shall be submitted to the ACC for review and final approval, one (1) copy of which will be retained by the ACC for its records. Plans and specifications shall contain, without limitation, the plot plans showing layout, including setbacks, flow and manner of surface drainage, finish and natural grade elevations, floor plans showing overall dimensions, roof plans showing pitch, roof materials, color, exterior elevations showing doors, windows and exterior materials and colors, and a perspective sketch if requested, and other information required by this Amended Declaration or that may be necessary or appropriate to explain any feature or component of the Residence or Improvements.

5.6.4. All plans, specifications, color selections and samples of exterior finish materials including paint, masonry, stucco, trim, roofing and all other materials visible on the exterior of any building, must be provided to the ACC at the time submission is made and must be approved by the ACC as provided herein.

5.6.5. Variance from the provisions of this Amended Declaration may be permitted, but must be approved by the ACC in advance.

5.6.6. The ACC's approval or disapproval as required in this Amended Declaration shall be in writing. In the event the ACC fails to approve or disapprove within thirty (30) days after sufficient plans and specifications have been submitted to it, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

5.6.7. The ACC and the members thereof shall make decisions concerning the approval or denial of an Owner's application for architectural review in accordance with the standards and procedures set forth in this Amended Declaration, or in rules, regulations, policies or procedures duly adopted by majority vote of the ACC. The ACC and the members thereof shall not be liable for damage to any person submitting requests for approval, or to any Owner within the Subdivision by reason of any

action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request to the fullest extent permitted by law. The actions of the ACC shall be deemed conclusively binding upon the Owners.

5.6.8. The members of the ACC shall not be entitled to any compensation for services performed pursuant to this Amended Declaration.

5.6.9. In addition to all the other criteria herein set forth, the ACC shall generally determine whether the proposed Improvement will protect the then value and future values of the Improvements then located in the Subdivision and to be erected therein. The ACC shall, in the exercise of its judgment and determination, use reason and good faith. Among the other considerations applied, the ACC will determine and base its approval or rejection upon the fact of whether said proposed Improvements are reasonably compatible with other Improvements erected and planned in the Subdivision. The ACC shall evaluate the proposed construction as to location, harmony of exterior design, materials and colors with existing dwellings and surroundings, finished grade evaluation and other criteria as it deems necessary for the purposes set forth in this section.

ARTICLE 6 ASSESSMENTS

6.1 Owner's Obligation. By accepting a deed to any Lot, each Owner agrees to pay to the Association its allocated share of Common Expenses, to be fixed and levied in the form of Assessments from time to time as provided in the Amended Declaration or the Association Documents. Such amounts, together with interest accruing thereon and the costs of collection in the event of a delinquency of payment, shall be the personal obligation of the person who is the Owner, or the persons who are jointly and severally the Owner, at the time the assessment was made.

6.2 Regular Assessments. At least thirty (30) days prior to the commencement of each fiscal year, the Board shall estimate the cost and expenses to be incurred by the Association during such fiscal year in performing its functions, and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves) in the operating fund at the start of such fiscal year that is attributable to the assessments for the prior fiscal year. The annual assessments made for common expenses shall be based upon this advanced estimate of the cash requirements by the Association to provide for the payment of all Common Expenses, which sums may include, among other things, expenses of management, taxes and special assessments, premiums for all insurance which the Association is required or permitted to maintain, landscaping and care of grounds, common lighting, repairs and renovations, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of the Association Documents, any deficit remaining from a previous assessment period, the creation of a reasonable

contingency or other reserve or surplus fund and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners. The sum or net estimate so determined shall be assessed to the Owners in the proportions described in section 1.1.1 and notice of the amounts due sent to the Owners on or before the 31st day of May each year. Assessments shall be paid in one (1) annual installment due on or before the 30th day of June each year, or at such other time as the Board may determine in its discretion.

6.3 Assessments. If at any time during the year the regular assessment levied under section 6.2 proves inadequate for any reason, including, without limitation, nonpayment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy. Such special assessment shall be assessed to the Owners in the proportions described in section 1.1.1, such assessment to be paid either in equal monthly installments over the balance of the remaining fiscal year, or in a lump sum upon billing as the Board shall determine.

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

6.5 Reserve Fund. The Association may establish a reserve fund. The amount of such fund shall be determined by the Association and shall be funded through annual payments of Common Expenses and shall be held by the Association in a separate account or shall be separately accounted for by the Association. All such monies shall be held in trust for the Owners.

6.6 Capital Improvements. In addition to regular and special assessments under sections 6.2 and 6.3, the Association may levy, in any assessment year, an assessment for the purposes of defraying in whole or in part the cost of any capital improvement to be made by the Association in the Subdivision, provided that such assessment shall have the assent of a majority of the members of the Association, subject to the assessment by vote in accordance with section 1.1.2.

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

6.7.1. The Association may elect to accelerate and declare immediately due and payable the remaining balance of Assessments for such fiscal year.

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

6.7.3. All delinquent assessments shall be a lien on the Owner's Lot which the Association may notice, and foreclose as otherwise provided by law.

6.7.4. Beginning with the second month of delinquency, interest at a rate of twenty-one percent (21%) annually will be added to all delinquent amounts each month until payments are current.

6.8 Lien for Assessments.

6.8.1. The Association has a statutory lien on an Owner's Lot for any assessment levied against that Lot. Fees, charges, late charges, attorney fees, fines and interest charged pursuant to this Amended Declaration are enforceable as assessments. The amount of the lien shall include all those items set forth in this section from the time such items become due. If an assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid acceleration of installment obligations.

6.8.2. Recording of this Amended Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required. However, the Board or managing agent of the Association may prepare, and record in the records of Mesa County, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot, and a description of the Lot. If a lien is filed, the costs and expenses thereof shall be added to the assessment and collected as a part thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate.

6.8.3. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of assessments becomes due.

6.9 Priority of Association Lien.

6.9.1. A lien under this Article 6 is prior to all other liens and encumbrances. Notwithstanding anything herein to the contrary or anything under state or federal law, as applicable, no liens for assessments shall be prior to the lien of a mortgage insured or guaranteed by the FHA, VA or other government agencies to the extent required by such federal law.

6.9.2. This section does not affect the priority of mechanics' liens or the priority of liens for other assessments made by the Association. A lien under this Article is not subject to the provisions of part 2 of Article 41 of Title 38, C.R.S., as amended, or to the provisions of C.R.S. § 15-11-201, as amended.

ARTICLE 7
CASUALTY, DAMAGE AND REPLACEMENT OF IMPROVEMENTS

7.1 Owner's Insurance. All Owners shall keep and maintain fire and casualty insurance upon all Improvements situated on their Lots to the full insurable value thereof.

7.2 Loss, Damage or Destruction of Improvements Other Than Residences. In the event of a loss, destruction or damage to any Improvements situated on any Owner's Lot exclusive of the Residence, such Owner shall, after first obtaining the approval of the ACC, replace, repair or restore such damaged Improvement with an identical or similar Improvement as to the one destroyed, lost or damaged, or another Improvement approved by the ACC.

7.3 Loss, Damage or Destruction to Residences. In the event of loss, damage or destruction of any Residence, the Owner thereof shall, after first obtaining the approval of the ACC, repair, restore or rebuild the same within one (1) year following such damage or destruction. It is the specific intent of this section, with the noted exception, to impose upon the Owner of each Lot, the obligation to replace any destroyed Residence with a new Residence having a similar appearance as the Residence destroyed, or having such other appearance as may be approved by the ACC. Further, following completion of the repair, restoration or replacement of the damaged structure, the Owner shall repair, replace or restore any landscaping or other Improvements involved in the damage, destruction or loss to the residents within ninety (90) days of completion of the structure. However, in the event completion is after September 1st of any year, landscaping shall be completed by May 1st of the following calendar year.

ARTICLE 8
GENERAL PROVISIONS AND MISCELLANEOUS

8.1 Enforcement. Any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended 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, or a waiver of any other or subsequent breach of any covenant, condition or restriction herein contained.

8.2 Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

8.3 Amendments. The covenants and restrictions of this Amended Declaration shall run with and bind the land for a term of ten (10) years from the date this Amended Declaration was recorded, after which time they shall be automatically extended for

successive periods of ten (10) years. This Amended Declaration shall only be amended by vote or agreement of sixty-seven percent (67%) of all the Owners of Lots in the Subdivision. Any amendment must be recorded.

8.4 Notice. Notice of matters affecting the Subdivision may be given to Owners by mailing such notice by first class mail to the address of such Owner's Lot. If an Owner wants notices to be provided to an address other than the Owner's Lot address, the Owner may register such address with the Association and notice of matters affecting the Subdivision may be given to such Owner by mailing such notice by first class mail to the address registered by the Owner.

Certification of Adoption

1. The Owners by signing this Amended Declaration hereby agree to the adoption of this Amended Declaration.

2. The Association through its President by signing below hereby certifies that the Owners representing at least sixty-seven percent (67%) of the votes allocated under the Original Declaration have agreed to the adoption of this Amended Declaration.

Executed this 9th day of June, 2014.

Cris-Mar Homeowners Association,
a Colorado non-profit corporation

Thomas M. Parrish
THOMAS M. PARRISH, President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 9th day of June, 2014, by Thomas M. Parrish, President of the Cris-Mar Homeowners Association, a Colorado non-profit corporation.

My commission expires: 4/2/2017.
Witness my hand and official seal.

Sandra S. Forsgren
Notary Public

SANDRA S. FORSGREN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20014010289
My Commission Expires April 2, 2017



**EXHIBIT A
(Legal Description)**

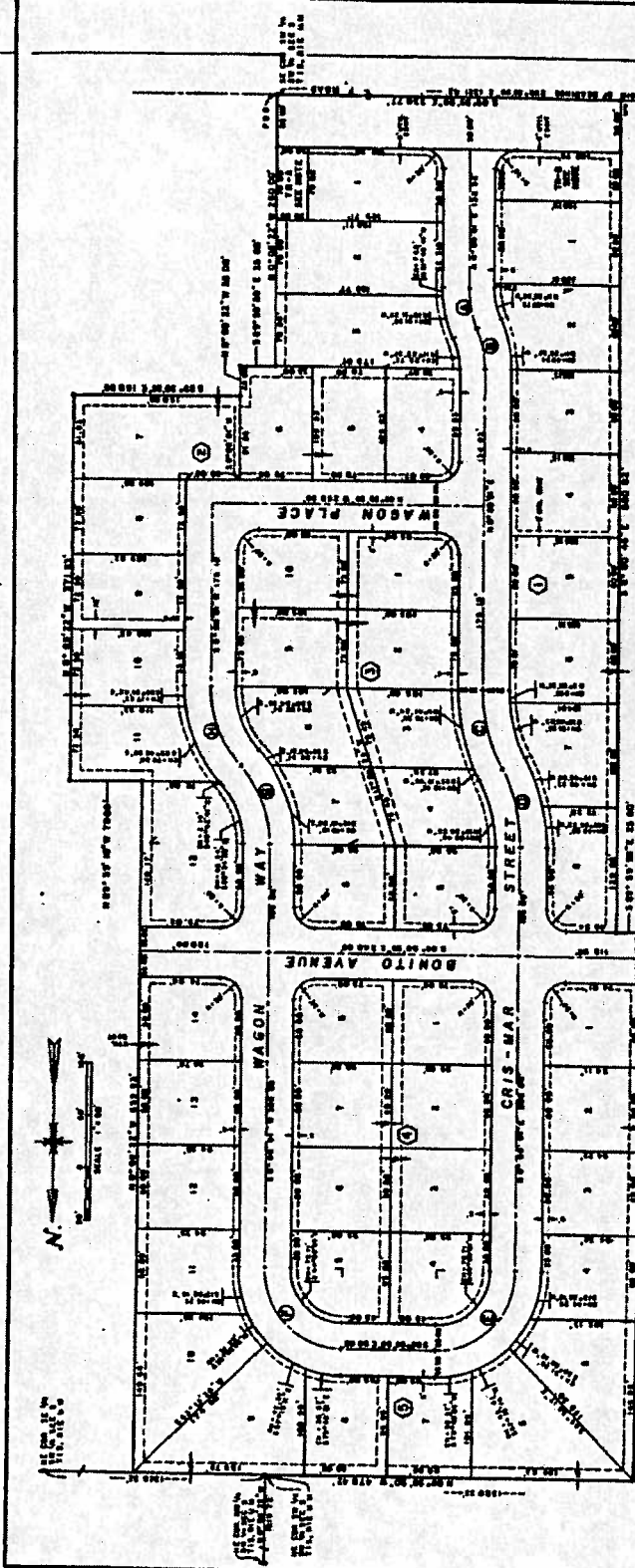
**Lots One (1) through Eight (8) inclusive in Block One (1),
Lots One (1) through Twelve (12) inclusive in Block Two (2),
Lots One (1) through Ten (10) inclusive in Block Three (3),
Lots One (1) through Eight (8) inclusive in Block Four (4), and
Lots One (1) through Fourteen (14) inclusive in Block Five (5),
CRIS—MAR SUBDIVISION,**

**together with all water rights appurtenant to the property by reason of its inclusion in the
Palisade Irrigation District.**

All of the foregoing property is situated in the County of Mesa, State of Colorado.

EXHIBIT B
(Plat)





CRIS-MAR SUBDIVISION

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

Map No. 1000
 Prepared by *[Signature]*
 Surveyor

THIS MAP IS FOR THE PROPERTY OF
 THE STATE OF CALIFORNIA
 COUNTY OF SANTA CRUZ

Map No. 1000
 Prepared by *[Signature]*
 Surveyor

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 Prepared by *[Signature]*
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CRIS-MAR SUBDIVISION
 PLAT NO. 1000
 COUNTY OF SANTA CRUZ, CALIFORNIA

