

11 PAGE DOCUMENT

DECLARATION OF COVENANTS, BYLAWS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereafter set forth by the undersigned.

WITNESSETH:

WHEREAS, the undersigned are the owners of certain property in the County of Mesa, State of Colorado, which is more particularly described as all lots within the subdivision named Monument View Estates in Mesa County, Colorado.

NOW THEREFORE, the undersigned hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definition

Section 1. "Association" shall mean and refer to Monument View Estates Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property and the improvements and fixtures on it owned or leased by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any Common area.

Section 6. "Declarant" shall mean and refer to Red Cliff Properties LLC, its successors and assigns designated in writing to be the successor of Declarant.

Section 7. "Bylaws" shall mean the rules and regulations for the formation and operation of the Association.

ARTICLE II

Membership, Duties and Responsibility

Section 1. Membership and Voting Rights. The Monument View Homeowners' Association shall be established as a not-for-profit corporation, herein called the "Homeowner Association" which shall be vested with all powers, duties and responsibilities of that Homeowners Association set out in these covenants and restrictions and as provided by law. The Homeowners Association shall adopt by-laws for its operation and deliberations.

Section 2. Board of Directors for the Association shall be a president, treasurer and secretary elected for a term of 1 year beginning January 1 of each year.

Section 3. Meetings. An annual meeting shall be scheduled each January for the election of officers, a financial report and other business. Other meetings may be scheduled as

necessary. A request for a special meeting should be presented to the president in writing with an explanation of the need or purpose for the meeting.

Section 4. Co-Signatures. Two signatures will be required on all Association checks. The president and the treasurer will co-sign all checks.

Section 5. The Association secretary will keep a permanent chronological record of the minutes and any other records and/or documents for the Association.

Section 6. The Association treasurer will collect and pay all bills as they shall accrue and keep a record of these expenses.

Section 7. Each member shall be Owners and shall be entitled to one vote for each lot owned. When more than one persons holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 8. Notice and Quorum. Written notice of any meeting shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. A quorum shall be 25% of lot owners or more.

Section 9. Duties of the Homeowners' Association. The lot owners shall be freely permitted to form and maintain a homeowners' association for any or all of the following purposes:(a) To develop and provide for the distribution of irrigation water to the lots comprising the real estate and to levy assessments for the purpose of collecting water charges, and for payment by the association to the owner or supplier of said water.

(b) To levy assessments for services provided by the association to promote the recreation, health, safety and welfare of the residents of the subdivision.

© To maintain and regulate any open space area now or hereafter created.

(d) To create and maintain a reasonable reserve.

(e) To generally manage and administer the real estate within the limits and provisions of these restrictive covenants.

Section 10. Special Assessments for Capital Improvements In addition to the yearly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement with the Properties. Any such assessment shall have the assent of seventy-five per cent (75%) of the Association member who are voting in person or by proxy at the meeting duly called for this purpose.

Section 11. Creation of the Lien and Personal Obligation of Assessments. The undersigned, for each lot owned within the Properties, hereby covenant and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association a yearly assessment of \$75.00 and any other special assessments approved by the membership. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The annual and special assessments, together with interest and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

The annual assessment shall become due January 1 each year.

Section 12. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all lots.

Section 13. Effect of Nonpayment of Assessment; Remedies of the Association. Any Assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of eight per cent (8%) per annum. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his Lot.

ARTICLE III

Property Rights

Section 1. Association's Easements. The Association shall have a right and easement for all underground utilities as will be installed with reasonable right of access thereto for maintenance purposes.

Section 2. Common Area. The Association shall define the rights and obligations in regard to use of any common area within the Properties.

ARTICLE IV

Covenants

Section 1. Purpose. These covenants, although enforceable under law, are designed as good faith guide for Lot Owners. When Owners know and follow the covenants, everyone's property values and property rights are enhanced. Proposed changes to the covenants can be submitted to any member of the board for consideration at a meeting scheduled for that purpose.

Section 2. Enforcement. The homeowners' association as well as any owner or any lot within Monument View shall have the right to enforce these covenants by maintaining an action at law or inequity against any person or persons violating or attempting to violate any restrictive covenant herein by seeking relief through a court of competent jurisdiction, either to enforce said covenant or to restrain said violation or to recover damages for the violation thereof, or both injunctive relief and recovery of damages. Any person who is judicially determined to have violated any of the restrictive covenants herein shall, in addition to other sanctions imposed by the court, pay all costs, including a reasonable attorney's fee incurred by the person or association for the enforcement of these covenants. It is provided, however, that no director or officer of the Homeowners' Association shall be subject to any personal liability or any civil action brought under the provisions of these covenants.

Section 3. Severability. Invalidation of any one of these covenants by judgment or order shall in no way affect any of the other provisions or covenants herein stated, which shall remain in full force and effect.

Section 4. Effect and Duration of Covenants. These restrictive covenants shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, and all parties hereafter owning or acquiring any interest in the land and Lots of said subdivision until such time, if ever, as an instrument modifying or nullifying said covenants in whole or in part and bearing the signatures of the owners of sixty-seven per cent (67%) or more of the lots shall have been recorded in the office of the Mesa County Clerk and Recorder

Section 5. Voting Rights. The owner of one or more lots shall have (1) one vote for each lot owned.

Section 6. Resubdivision. The lots set out and described on the plat of said subdivision herein before mentioned shall not be resubdivided or partitioned in any way by sale, mortgage, lease, court order or otherwise during the duration of these covenants.

ARTICLE V

Building and Use Restrictions

Section 1. Right of Occupancy. No person or persons shall be denied occupancy or permanent residency based on age; and no person or persons renting from an Owner shall be denied occupancy based on age. Children are allowed.

Section 2. Land Use and Building Type. Each Lot shall be used solely for the placing of a manufactured home thereon, plus appurtenances thereto, which home shall be used only as a single-family residence.

Section 3. Use of Property. Only one single family dwelling may be placed or constructed on each lot. Each single dwelling may be occupied by a single family. A "single family" includes member(s) of the first, second, and third generation, related by blood, marriage or adoption. The sharing of a single family dwelling by two or more non-related adults or families is forbidden.

Section 4. Lot Maintenance and Improvement. Standard patio-type furniture and one approved size storage unit are the items permitted outside the manufactured home on each lot. No laundry shall be hung outside of the home except in areas provided expressly for such purpose. No changes or alterations to any of the gas, electrical, water or sewer facilities or equipment shall be made by any Owner.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The repair of motor vehicle engines, transmissions, etc. shall be considered a noxious activity. All motor vehicles shall be operational and currently licensed for use. No non-operating junk vehicle, whether automobile, truck, boat, snowmobile, motorcycle or other, shall be maintained on any Lot.

Section 6. Landscaping. Each Owner shall maintain the Lot in an orderly manner and provide proper care for the shrubbery and lawns including the watering and cultivating thereof. The front portion of a lot shall be landscaped and free of weeds no later than one year following the date the home is first occupied. Absentee landowners must arrange for periodic weed control, lawn mowing and watering. If a lot is neglected, the Association will notify the City of Fruita. The city can and will hire someone to maintain the lot and bill the owner.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet to advertise the sale of the Lot. Temporary political, election and community service signs will be allowed providing such signs are removed immediately after the event.

Section 8. Garbage and Refuse Disposal. Each Lot Owner shall maintain his property and keep it in good condition, neat appearance and free of weeds. No lot shall be used or maintained as a dumping ground of trash, junk or rubbish. Trash, garbage or other waste shall not be kept on any lot except in containers designed for storage and disposal of the same, which containers shall be kept in a clean and sanitary condition at all times.

Section 9. Obstructions and Fences. No Lot Owner in Monument View shall erect, place, maintain or permit to remain any fence, wall, hedge, tree or shrub on any lot which will obstruct the sight of drivers and other persons using the streets within or adjoining said subdivision and which interferes with the safe use of said streets or interferes with the installation or maintenance of utilities. No front fence shall in any event exceed a height of four (4) feet.

Section 10. Installation. A manufactured home to be installed on any lot shall be permanently installed within 6 months following placement upon the lot, and Lot Owners are expected to landscape at least the front of the lot, and to control weeds on the remainder of the lot.

Section 11. Size and Age. A double wide (manufactured) home may be installed on any Lot in Monument View Estates as a permanent residence. Each home must be installed on a permanent foundation approved by the Architectural committee. The architectural committee may approve a home more than 10 years old, if the quality and condition of the home warrants an exception. Homes with metal siding or metal roofs are prohibited.

Single wide manufactured homes may be approved for some blocks or special lots within the subdivision upon recommendations from the architectural committee and approval by a majority of association members.

Section 12. Pets. No animals such as horses, pigs, cows, ducks, geese, chickens, rabbits etc. are allowed. Dogs weighing less than 35 pounds are more appropriate for our small lots. Dogs shall be indoors or in escape-proof enclosures or on a leash at all times. The City of Fruita (Chapter 6.11) requires all dogs and cats to have current rabies vaccinations and a county license certification, tag and collar. Feral cats (without collars) may be live trapped.

Section 13. Right to a quiet and peaceful subdivision. Because the lots are small and neighbors are very close, the Association will discourage activities that disturb others. Such activities include dogs barking at length, loud music, loud parties etc. especially at night. Law enforcement and animal control personnel will be called as required.

Section 14. Parking. Each Lot shall have sufficient off-street parking for all cars and other vehicles belonging to the Lot owner. No permanent parking will be allowed along the street. Recreational vehicles and/or boats may not be stored or parked longer than a few days on any lot or street in the subdivision. At this time the association cannot provide any kind of long term, secure storage for an RV.

Section 15. Safety. Each lot owner shall be responsible for removing snow, ice or any other potential safety hazard on the sidewalk adjacent to the Lot before it comes a hazard.

Section 16. The City of Fruita has building codes and regulations not addressed by these covenants. Please consult the city before you build or modify anything.

Section 17. Driveways. All driveways shall be composed of concrete unless otherwise approved by the committee.

Section 18. Leasing. Lot owners who rent, lease or sublet their property shall provide a copy of these covenants to the leaser, prior to the lease, so that leasers are aware of parking restrictions and other restrictions before signing the lease.

Section 19. Use of Property. No portion of any lot shall be used other than residential purposes. No commercial activity of any kids shall be carried on in any portion of the property.

Section 20. These covenants were developed by a joint effort of the Declarants and the Association. It is the first set of covenants to be recorded for the subdivision.

ARTICLE VI

Architectural Control

Section 1. Architectural Control. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee.

Section 2. Architecture Control Committee. The committee shall consist of three (3) association members to be appointed by the Declarant. The Declarant shall have the power to appoint members, fill vacancies and remove any member without cause. The declarant(s) shall be one member of the committee and serve as chairman and spokesman for the committee.

Section 3. Declarant(s) Improvements. All improvements within the property constructed by the Declarant during the development of the subdivision, shall be deemed approved by the Architectural committee without any written evidencing such approval.

Section 4. Rules and Regulations. The committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions of Article VI.

Section 5. Monitoring and Inspections. Any member or agent of the committee, upon reasonable prior notice may enter and inspect any property subject to the jurisdiction of the committee, and Article VI, as to its improvements or maintenance in compliance thereof.

Section 6. Plans and Specifications. Any plans and specifications submitted in writing for approval shall be submitted to the Declarant(s) as chairman of the Architectural Committee. The application must include a current phone number and address.

Section 7. Time For Construction. Each owner acquiring from the Declarant any lot(s) on which a residence is not located at the time of purchase shall commence construction of a residence within one year after the date of purchase, unless an extension is granted by the Architectural Committee prior to the expiration of that one year period.

Section 8. Completion. Approved projects must be completed with six (6) months after issuance of a building permit or within six months after approval by the Architectural Committee if no building permit is required. The committee may grant an extension under extenuating circumstances brought to its attention.

Section 9. General Provision. The members of the association including members of the Architectural Committee shall not be entitled to any compensation for services performed.

Section 10. Existing Improvements. Notwithstanding anything to the contrary in this declaration, after the expiration of one (1) year from the date of completion of construction of any improvement within the property. Such improvements shall be deemed to be in compliance with all provisions of Article VI.


Section 11. Variances. Where circumstances require, the committee by the written consent of a majority of the members, allow reasonable variances as to any of the covenants or restrictions contained in Article VI. The Architectural Committee shall maintain a record of all variances.

Section 12. Compliance with Governmental Law. The Declarant and all owners of any lot, their successors and assigns by their acceptance of their respective deeds and the association, shall be bound and subject to the laws of the State of Colorado and ordinances of the City of Fruita and all other applicable governmental laws and regulations. No building or structure, addition, change or alteration shall be commenced, constructed, altered, maintained or permitted to remain on any of the real property within the property, which is violation with any of the laws or ordinances of the City of Fruita or any other applicable governmental laws or regulations.

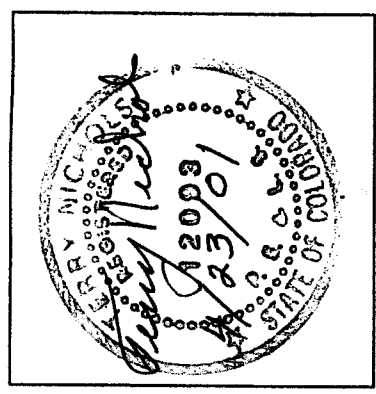
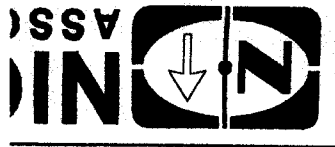
Section 13. Declarants' Use. Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for the Declarant, its successors and assigns, to maintain during the period of construction and sale upon such portion of the properties as Declarant deems necessary such facilities that in the sole opinion of the Declarant may be reasonably required.

Section 14. Lots owned by Declarants. Any lot owned by the Declarant are exempt from the regulations in Article VI. Unsold lots shall not be assessed the annual homeowners association fee.

Section 15. Recording of Covenants. The owners and developers of Red Cliff 2 Subdivision, herein renamed Monument View Estates record these covenants on _____, 2007. The owners are partners in Red Cliffs Properties LLC.

 Date 09-18-07
Shirley R. Clements

 Date 09-18-07
Eddie L. Clements

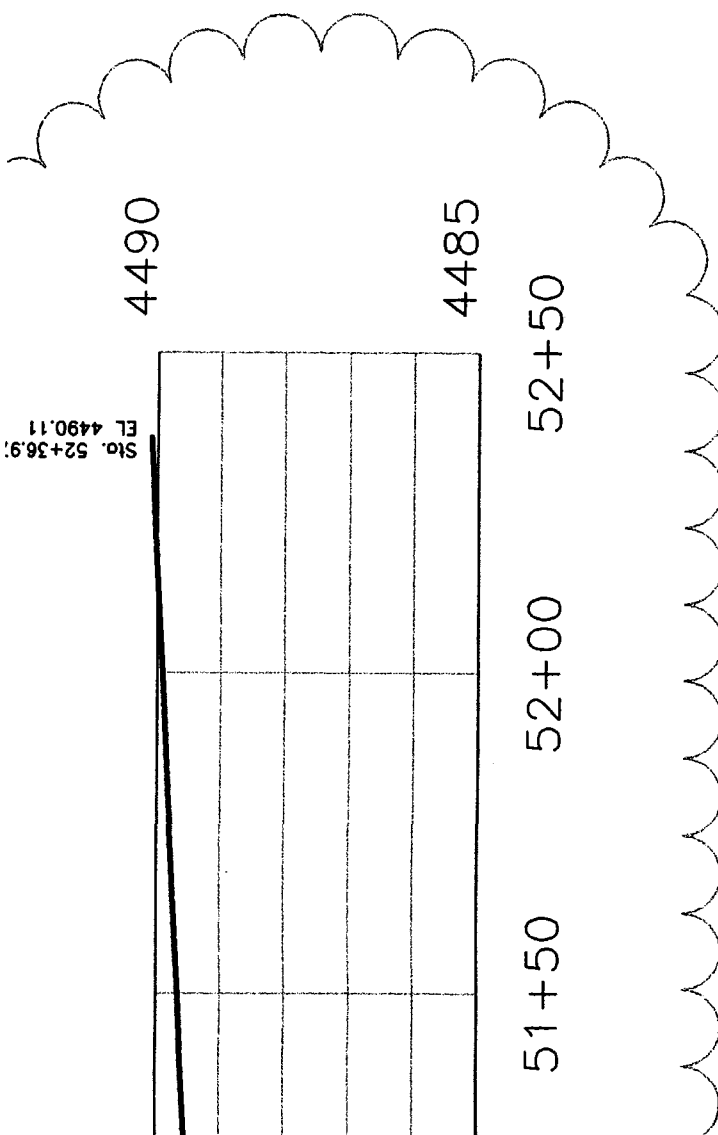


DATE DRAWN
11/15/00

SCALE
1 in. = 30 feet

PROJECT NUMBER
3680

SHEET NUMBER
10 OF 13

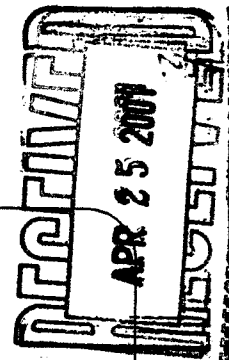


Sta. 52+36.9
EL 4490.11

ACCEPTED FOR CONSTRUCTION
 ACCEPTANCE OF THESE PLANS DOES NOT RELIEVE THE DEVELOPER, CONTRACTOR OR ENGINEER FROM CONFORMANCE WITH THE CITY OF FRUITA STANDARD SPECIFICATIONS.
Janice Rich
 CITY ENGINEER 04/25/01 DATE

ACCEPTED AS CONSTRUCTED
 ACCEPTANCE OF THESE PLANS DOES NOT RELIEVE THE DEVELOPER, CONTRACTOR OR ENGINEER FROM CONFORMANCE WITH THE CITY OF FRUITA STANDARD SPECIFICATIONS.

 CITY ENGINEERING DIVISION REPRESENTATIVE DATE

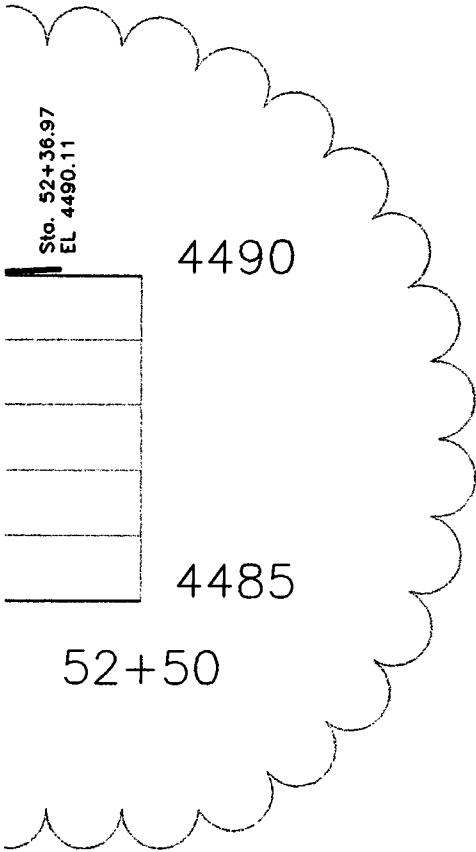


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TRUCTION

NOT RELIEVE THE DEVELOPER, CONTRACTOR OR THE CITY OF FRUITA STANDARD SPECIFICATIONS.

04/25/01
DATE

RUCTED

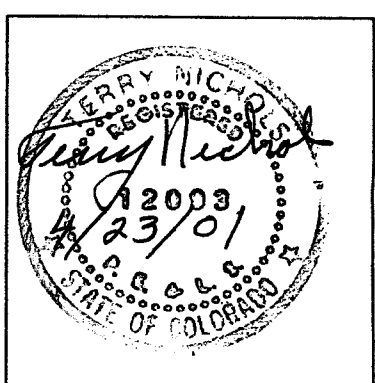
NOT RELIEVE THE DEVELOPER, CONTRACTOR OR THE CITY OF FRUITA STANDARD SPECIFICATIONS.

ITATIVE _____ DATE _____

RECEIVED
APR 25 2001

Red Cliffs Mobile H
Linden Way &

CIVIL
751 Horizon C



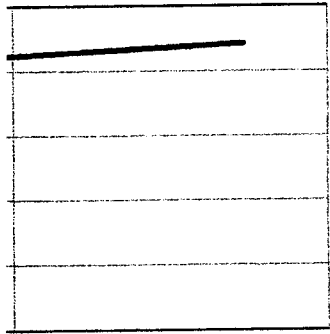
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11/15/00

SCALE
1 in. = 30 feet

PROJECT NUMBER
3680

SHEET NUMBER
10 OF 13

Match Existing
Sta. 52+36.97
EL 4489.43

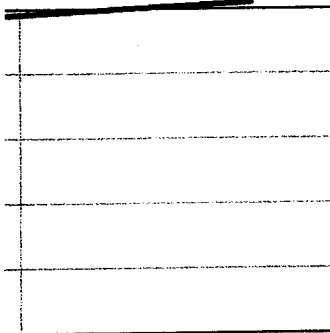


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FOR CONSTRUCTION

THESE PLANS DOES NOT RELIEVE THE DEVELOPER, CONTRACTOR OR INFORMANCE WITH THE CITY OF FRUITA STANDARD SPECIFICATIONS.

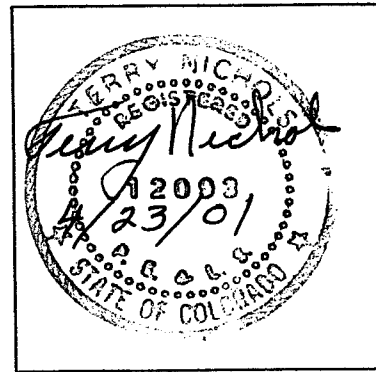
Merck _____ DATE 04/25/01

AS CONSTRUCTED

THESE PLANS DOES NOT RELIEVE THE DEVELOPER, CONTRACTOR OR INFORMANCE WITH THE CITY OF FRUITA STANDARD SPECIFICATIONS.

Red Cliffs Mobile Home
Linden Way & 17 1

CIVIL ENGINEER
751 Horizon Court



DATE DRAWN
11/15/00

SCALE
1 in. = 30 feet

PROJECT NUMBER
3680

RECORDER'S NOTE :
THE FOLLOWING PAGE(S)
ARE OVERSIZE

