

**DECLARATION OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF  
WEDDING CANYON ESTATES,  
MESA COUNTY, COLORADO**

WITNESSETH:

1697289 09:06 AM 10/06/94  
MONIKA TODD CLK&REC MESA COUNTY CO

A. Harold M. Barnett and Mary E. Barnett, of Mesa County, State of Colorado, are owners of all the real property contained in **Wedding Canyon Estates Subdivision**, situate in Mesa County, State of Colorado, and particularly described as follows:

A parcel of land located in a part of the NW ¼ of Section 33 and the SW ¼ of Section 28, Township 1 North, Range 2 West of the Ute Meridian, lying North of the North right of way of Colorado State Highway 340, being more particularly described as follows:

Beginning at the Northwest corner of Section 33, which is a GLO brass cap, whence the West ¼ corner of Section 28, which is a found stone, bears North 00°14'00" East 2626.30 feet, (for a basis for bearings), thence North 00°14'00" East 916.17 feet, thence North 89°34'10" East 731.10 feet, thence South 15°39'20" East 949.57 feet to intersect the North line of the NW ¼ of Section 33, thence South 13°33'39" West 1022.43 feet to intersect the North right-of-way of Colorado State Highway 340, thence along said North right-of-way of Colorado State Highway 340 North 66°09'21" West 818.10 feet to intersect the West line of the NW ¼ of Section 33, thence North 00°16'02" West 655.91 feet along the West line of the NW ¼ of Section 33 to the Point of Beginning,

("Wedding Canyon Estates").

B. Harold M. Barnett and Mary E. Barnett do hereby make the following declarations as to limitations, restrictions and uses to which any of the said lots within Wedding Canyon Estates may be put, hereby specifying that said declarations shall constitute declaration to run with all of the land within Wedding Canyon Estates, as provided by law, and shall be binding upon Developer, its successors and assigns, and all persons claiming under it, and for the benefit of and limitations upon all future owners of lots within Wedding Canyon Estates, this declaration being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use.

**ARTICLE I  
DEFINITIONS**

1. "ACCO" means the Architectural Control Committee.
2. "Association" means Wedding Canyon Estates Owners Association.
3. "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements of Wedding Canyon Estates, Mesa County, Colorado.
4. "Developer" means Harold M. Barnett and Mary E. Barnett, the declarant of this Declaration.
5. "Lot" means a plot of land subject to this Declaration and designated as a lot on any subdivision plat of Wedding Canyon Estates recorded by Developer in the office of the Mesa County Clerk and Recorder, together with all appurtenances and improvements, now or in the future on the Lot, and includes the plural.
6. "Owner" means the owner of record, whether one or more person or persons, entity or entities, who own fee simple title to a Lot, including the Developer to the extent that it is the owner in fee simple title to a Lot.
7. "Wedding Canyon Estates" means Wedding Canyon Estates Subdivision.

**ARTICLE II  
ALLOWED USES**

8. Land Use and Building Type. All of the lots within Wedding Canyon Estates shall be used for residential purposes and for no other purpose. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit per Lot, together with any outbuilding incidental to the residential use of the Lot. No structure of a temporary nature, such as a tent, garage, trailer home, barn, or other outbuilding or basement shall be used on any Lot at any time as a residence, either temporarily or permanently.

9. Dwelling Quality and Size. All dwellings, garages, outbuildings and other structures constructed on any Lot shall be of good quality, workmanship and materials. All construction on any Lot shall be of new construction and no previously erected building, structure or improvement shall be moved and set upon any Lot from any other location. The construction of any structure on any Lot shall be completed with reasonable diligence after commencement of construction of such structure. Each dwelling shall have a minimum floor space of 2000 square feet, exclusive of open porches, garages, basement and garages, on the ground floor if constructed in a ranch style, and a minimum floor space of 1600 square feet, exclusive of open porches, garages, basement and garages, on the ground floor for any multistory dwelling. All garages shall be for at least two vehicles, and no more than four vehicles, and may be attached or detached.

10. Envelopes. Each dwelling and garage must be constructed entirely within the envelope as shown on the Site Plan on file with the Mesa County Current Planning Department, unless a variance is granted by the ACCO.

11. Setback Requirement. No structure shall be located on any Lot which shall be nearer than 50 feet to any Lot line, or 75 feet from the outer limit of the drainage easement of the major arroyo present between Lots 3 and 4 in Wedding Canyon Estates, and 50 feet from the outer limit of the drainage easement for every other arroyo. For the purposes of this Declaration, eaves, steps and porches shall be considered part of the structure, but decks are not to be so considered.

12. Easements. Easements for the installation and maintenance of utilities and drainage channels shall be as indicated on the plat of each Lot. Within such easements, no structure of a permanent nature, tree, fence or shrub shall be placed which may damage or interfere with the installation, maintenance or use of utilities, irrigation water, or the drainage channel.

13. Activities Not Permitted. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which is or may become an annoyance or nuisance or disturbance to others, or which may constitute a health hazard. For the purpose of this covenant, the maintenance and repair of motor vehicle, engines and/or transmissions shall be considered a noxious or offensive activity unless conducted within an Owner's garage. No trade or business of a commercial nature, including the exploration and development of oil, gas or minerals is allowed on any Lot.

14. Home Business. Home occupations or a home business may be allowed only if in conformance with Mesa County Land Development Code Section 9.1.5.D. as in effect, or any similar regulation then in effect.

15. Signs. No sign of any kind shall be displayed to the public view on any Lot with the exception of signs no greater than five square feet advertising the Lot or residence for sale, including signs used or erected by a builder to advertise the property during the period when construction and sales of new dwellings occur. The Developer is exempted from this restriction as to size, number and location of signs for the purpose of advertising the subdivision and the initial and first sale of Lots.

16. Mobile Homes. The placement, installation or occupancy of mobile homes or living units of all types is strictly prohibited. An Owner may maintain on a Lot a vacation or travel trailer

or camper for the use of the Owner so long as the same is not installed on the Lot or occupied as a residence.

17. Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except as provided in this paragraph. Dogs, cats and other common household pets kept for family use shall be permitted, provided that they are not kept, bred or maintained for commercial purposes. All pets shall be controlled so that they do not become a nuisance to the neighborhood and do not run at large or endanger or harass persons, cars or other animals. Horses may be kept on lots, not to exceed two head per Lot. The location and plans for the construction of barns or corrals must be approved by the ACCO. Any horse arena, riding or exercise area must be dust free.

18. Garbage and Refuse Disposal. Each Lot and the improvements thereon shall be maintained by the owner of the same in good condition. No Lot shall be used or maintained as a dumping ground for trash, junk or garbage, nor shall any Lot be used for the storage of the same. All equipment for the storage or disposal of garbage or refuse shall be kept in a clean and sanitary condition.

19. Motor Vehicles. All motor vehicles maintained by a Lot Owner shall be operational and currently licensed for use. No abandoned or junk vehicles, whether automobile, truck, boat, snowmobile, motorcycle or other shall remain on any Lot.

20. No Hazardous Activities. No activities shall be conducted on any Lot and no improvements constructed on any Lot which are or might be hazardous or unsafe to any person or property. Without limiting the general nature of the foregoing prohibition, no firearms shall be discharged upon any property within Wedding Canyon Estates, no open fires shall be lighted or permitted on any property (including the burning of trash or rubbish) except in contained barbecue or cooking units while attended and in use for cooking purposes or within an interior fireplace or stove in compliance with all applicable building codes, and except for ditch or pasture burning in accordance with all applicable Mesa County regulations and requirements.

21. Hunting. No hunting, shooting, trapping or otherwise killing or harming of wildlife shall be permitted in Wedding Canyon Estates, it being the intent to conserve and protect all wildlife to the fullest extent possible.

22. Natural Drainage. Except as in approved grading, drainage and erosion control, no structure shall be placed or located in such a manner that will obstruct, divert or otherwise alter the natural water drainage courses and patterns, and no landscaping or changes to the existing terrain will be made which will obstruct, divert or otherwise alter such drainage.

23. Fences. No fences or hedges shall be permitted in Wedding Canyon Estates which are higher than 42 inches, except patio fences with a total length not to exceed 40 feet, placed in connection with a building, unless specific written permission is given by the ACCO. In determining whether or not such permission shall be granted, the ACCO shall consider the topography of the Lot and its immediate area, and the desires of the neighborhood. All fences must be approved by the ACCO. Only split rail construction is expected to be considered for boundary fences. Two rail fencing will be encouraged throughout Wedding Canyon Estates, except where horses are kept three rail fencing is permitted. Fences constructed with steel posts, barb wire, hog wire or chain link are expressly prohibited.

24. Landscaping. All landscaping plans and site plans shall be approved by the ACCO. Landscaping plans must be submitted to the ACCO within one year from the completion of house construction, which plans shall include a schedule for completion. No owner shall permit any condition upon a Lot which shall induce, breed or harbor infectious plant diseases or nesting, destructive insects and their metamorphic variations.

25. Owner Expense. Each Lot Owner, his heirs, successors and assigns shall be financially responsible for the expenses of installing and maintaining domestic waterlines, gas lines, sewer lines, electrical lines, and communication lines from each service's primary source at the lot line to all improvements on the Lot. All domestic waterlines, gas lines, sewer lines,

electrical lines, and communication lines shall be buried underground from their primary source at the lot line at the Owner's sole expense. All landscaping shall be the individual Lot Owner's expense.

26. Antennae. No towers, radio or television antennae shall be erected on any Lot which are higher than three feet above the roof line of the highest structure on each Lot. Satellite reception dishes are only allowed when screened in accordance with the standards set forth in the next numbered paragraph.

27. Screening. All clotheslines, implements, recreational vehicles, boats, equipment, service yards, wood piles, storage piles or satellite dishes shall be kept screened by adequate vegetation or fencing to conceal the same from view of other lots. All screening plans shall be submitted to the ACCO for approval.

28. Lighting. All exterior lights and light standards, other than ordinary low intensity lights, shall be subject to approval by the ACCO for harmonious development and prevention of lighting nuisances.

29. Building Materials and Colors. Shake, cedar or cypress shake roofing materials (commonly known as split shakes) are not permitted. All roofs shall be covered with premium asphalt shingles, wood shingles, tile or built up roof where approved by the ACCO. Exterior paints, stains and dyes shall be colors known as earth shades, which include light sand to dark brown, light green to dark green, or natural wood. Any variations must be approved by the ACCO. No bright or garish colors shall be permitted on the exterior of any structure in Wedding Canyon Estates. All exterior walls shall contain at least 60% brick, stone or stucco material with such percentage determined by measuring each exterior wall individually and not determined by an average of all walls.

30. Street Lighting. At the Developer's sole discretion, street lighting may be installed in Wedding Canyon Estates in a manner and at locations as determined by Developer. The Association shall have the authority to assess the Owner of each Lot a pro rata share of the cost of construction, installation, operation, repair and maintenance of a street lighting system. The assessments shall be paid promptly as the same become due, and each assessment shall constitute a lien on the real property against which the same is assessed from the date of such assessment, which shall be subject only to a first lien on each Lot, if any there be, and may be enforced as provided by Colorado Law or the bylaws of the Association. Such assessments shall accrue to the benefit of and may be enforced jointly and severally, at law or in equity, by any Lot Owner or Owners or the Association.

31. Private Roads. The Association shall be responsible for the maintenance, upkeep and repair of the two private roads within Wedding Canyon Estates, Wedding Canyon Court and Double Ring Court. 18 Road is a dedicated Mesa County right-of-way. The Association shall have the authority to assess the Owner of each Lot a pro rata share of the cost of construction, installation, operation, repair and maintenance of the private roads. The assessments shall be paid promptly as the same become due, and each assessment shall constitute a lien on the real property against which the same is assessed from the date of such assessment, which shall be subject only to a first lien on each Lot, if any there be, and may be enforced as provided by Colorado Law or the bylaws of the Association. Such assessments shall accrue to the benefit of and may be enforced jointly and severally, at law or in equity, by any Lot Owner or Owners or the Association.

32. Homeowners Association. Wedding Canyon Estates shall hereafter organize a homeowners association under the Colorado Nonprofit Corporation Act. In accepting a deed or contract for any Lot within Wedding Canyon Estates, the grantee under any such instrument of conveyance expressly agrees to and shall become a member of any such homeowners association, and shall agree to be subject to all obligations and assessments imposed thereby, and shall comply with all bylaws, rules and regulations duly enacted and amended from time to time by the homeowners association.

**ARTICLE III  
ARCHITECTURAL CONTROL COMMITTEE**

33. Approval of Plans. No buildings or exterior improvements of any kind, including without limitation driveways leading to the various structures within Wedding Canyon Estates shall be constructed, remodeled or altered in any manner on any Lot within Wedding Canyon Estates, nor may any vegetation be altered or destroyed, nor any landscaping performed unless and until two complete sets of plans and specifications for such construction, remodeling, alteration or landscaping are submitted to and approved by the ACCO prior to the commencement of such work. All submissions to the ACCO shall be in writing, and all decisions of the ACCO shall be in writing. In the event the ACCO fails to take any action within thirty days after complete architectural plans and specifications for such work are submitted to it, then such submitted plans shall be deemed to have been approved. In the event any plan or specification is denied by the ACCO, and the owner submits a change addressing said denial and the same is not acted upon within thirty days by the ACCO, the desired change shall be deemed incorporated into the complete plans and specifications without further action by the owner or the ACCO. The ACCO may adopt rules and regulations for the submittal and processing of any such application for approval.

34. Contents of Plans. Plans and specifications submitted to the ACCO shall show or indicate where appropriate the nature, kind, shape, height, materials, floor plans, location, exterior color scheme, alterations, grading, drainage, erosion control and all other matters necessary for the ACCO to properly consider and make a determination as to its approval or disapproval of a submission. The ACCO shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required of it by these Declaration.

35. Variances. Where circumstances such as topography, location of trees, brush, rock outcroppings, area aesthetic considerations or as other matters may require or allow, the ACCO may, by a two-thirds majority vote, allow reasonable variances as to any of these Declaration, including required sizes of structures, setback or side yard requirements, on such terms and conditions as it shall require. Opinions of adjoining property owners shall be considered by the ACCO in any such decisions.

36. Plans to Conform. The ACCO shall exercise its best judgment to see that all improvements, structures, landscaping and all alterations on the land within Wedding Canyon Estates conform to and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siding, height, topography, grade, drainage, erosion control and finished ground elevations.

37. Completion of Plans. After approval of any plan by the ACCO, the same shall be completed with due diligence in conformity with conditions of approval, if any. Failure to adhere to any term of approval shall operate automatically to revoke such approval, and the ACCO may require the property to be restored as nearly as possible to its previous state. The time for completion of any work may be extended by the ACCO.

38. No Liability. The ACCO or any member thereof, the Developer, or any Owner shall not be liable in damages to any person, partnership, corporation or association submitting any plans or specifications or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such plans or specifications. Any Owner or Owner's agent submitting or causing to be submitted any plans or specifications to the ACCO agrees and expressly covenants that he will not bring any suit or action, at law or otherwise, to recover damages against the ACCO, its members, the Developer, its advisors, employees or agents or any Owner, collectively or individually.

39. Members of the ACCO. Until such time as the Developer owns less than four Lots within Wedding Canyon Estates, the right to appoint and remove all members of the ACCO shall be and is expressly vested solely in the Developer. Regardless of ownership, this right of appointment shall terminate no later than two years after the first Lot is sold by Developer in the ordinary course of business, or if the Developer records a declaration waiving his rights hereunder. When the Developer waives or no longer has the right to appoint and remove members

of the ACCO, said right shall be vested solely in the ACCO. Any member of the ACCO may resign upon written notice to the ACCO delivered to the Developer or the Association, whichever has the right to appoint members. The composition, tenure and operation of the ACCO shall be determined initially by the Developer, and after such time the Developer no longer has the right to do so, then by the Association.

#### ARTICLE IV GENERAL PROVISIONS

40. Duration of Declaration. The provisions of these Declaration shall run with and bind the land until January 1, 2014, and shall be automatically extended for successive periods of five years, unless by vote of sixty-seven percent (67%) of the Owners of Lots within Wedding Canyon Estates, as reflected by a signed document duly recorded in the office of the Mesa County Clerk and Recorder, it is agreed to change or repeal said Declaration in whole or in part. For the purpose of such a vote, each Lot shall be entitled to one vote, no matter how many Owners each Lot may have.

41. Amendment. Any provision contained in this Declaration may be amended or repealed by the recording in the office of the Mesa County Clerk and Recorder of a written document specifying the amendment or repeal, and duly executed by sixty-seven percent (67%) of the Owners of Lots within Wedding Canyon Estates. For the purpose of such a document, each Lot shall be entitled to be represented once, no matter how many Owners each Lot may have.

42. Enforcement. Except as otherwise provided in this Declaration, each provision of these Declaration shall be enforceable by the Developer or any Owner or by the board of directors of the Association, by a proceeding at law or in equity for prohibitive or mandatory injunctive relief, or an action to recover damages, or both, to enforce all restrictions, conditions, Declaration, reservations, liens and charges now or hereafter imposed by the provisions of these Declaration. Failure by the Developer, any Owner or the board of directors of the Association to enforce any provision of this Declaration in whole or in part shall not operate as a waiver of any right to enforce such provision or any other provision of these Declaration. In connection with the enforcement of rights and remedies as provided herein, the prevailing party, plaintiff or defendant, in an action at law or in equity shall be entitled to recover costs and expenses of litigation, including reasonable attorneys' fees and expert witness fees.

43. Mortgages. No violation or breach of these Declaration, or enforcement action, including any lien imposed or foreclosed upon, shall impair the lien of any mortgage, deed of trust or other lien created in good faith and for value prior to the recording of a lis pendens or any other document of a plaintiff alleging violation or breach of these Declaration.

44. Liability. Neither the Developer, the ACCO or its members, an Owner, or any agent, member, or employee shall be liable to any 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 malice, or as a duty imposed by these Declaration.

45. Severability. Invalidation or a declaration of unenforceability by a court of competent jurisdiction of any provision of these Declaration shall not affect any other valid and enforceable provision of these Declaration, which shall remain in full force and effect.

46. Conflicts Between Documents. In case of conflict between these Declaration and the Articles and the Bylaws of the Association, these Declaration shall control. In case of conflict between the Articles and the Bylaws of the Association, the Articles shall control.

47. Caption and Headings. Captions and headings in this document are for convenience only and shall not be considered in construing any provision of these Declaration.

48. Binding Effect. Except as otherwise provided herein, these Declaration shall be binding upon and inure to the benefit of the Developer, the Association, the ACCO and each Owner and their respective heirs, assigns, successors and personal representatives of each.

