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THE HOMESTEAD AT RIFLE, PUD
DECLARATION OF COLORADO COMMON INTEREST COMMUNITY

I. DECLARATION

A. AMENDED DECLARATION: WSJ, LLC, a Colorado limited liability company ("Declarant"), owner of the following described real property ("Property"), pursuant to Article VI.F.para.10 and VII.para.6 of THE HOMESTEAD AT RIFLE, PUD DECLARATION OF COLORADO COMMON INTEREST COMMUNITY, recorded October 23, 2002, Rec. No. 613075, Book 1398, Page 428, hereby amends, rescinds, and restates said Declaration as set forth herein. **THIS AMENDED DECLARATION CONSTITUTES A COMPLETE REVOCATION AND TERMINATION OF ALL PREVIOUSLY RECORDED DECLARATIONS FOR THE HOMESTEAD AT RIFLE PUD.**

B. Declarant declares that the following, hereinafter referred to as the Property, is subject to the provisions stated herein, which shall be covenants that run with the land and be binding upon the Declarant and its successors and assigns:

Block 1 Lots	1 & 2, and 15-20	Phase 2
Block 1 Lots	13, 14	Phase 3
Block 1 Lots	3-12	Phase 4
Block 2 Lots	1-3	Phase 2
Block 2 Lots	4-12	Phase 4
Block 3 Lots	1-16	Phase 3
Block 3 Lots	17-19	Phase 1
Block 4 Lots	1-4	Phase 1
Block 4 Lots	5-17	Phase 3
Block 5 Lots	1-14	Phase 1
Block 6 Lots	1-13	Phase 2
Block 6 Lot	14	Phase 3
Block 8 Lots	1-24	Phase A

according to the Final Plat for Phase 1 recorded 7/9/99 as Reception No. 548551, Final Plat for Phase 2 recorded 4/26/2000 as Reception No. 562527, Final Plat for Phase 3 recorded 4/4/2002, as Reception No. 578632, Final Plat for Phase A recorded October 23, 2002, as Reception No. 613073, and Final Plat for Phase 4 recorded 5-10-2003, at Reception No. 622629.

B. PLANNED COMMUNITY: The Homestead at Rifle PUD ("community"), located in The City of Rifle, Garfield County, Colorado; is a planned community as defined by the Colorado Common Interest Ownership Act ("CCIOA") (C.R.S. 38-33.3-101 *et seq.*).

C. RESERVED RIGHTS: As set forth in more detail below, Declarant reserves the right to add additional units to this community, to dedicate additional public rights, to establish limited or general common elements, to add additional property to this community, and to amend this Declaration accordingly.

D. ADDITIONAL REGULATIONS: In addition to the provisions of this Declaration, the Property may be subject to additional obligations, restrictions and requirements that may be stated on the PUD Final Development Plan, Final Plat and Subdivision Improvements Agreement for individual phases, the PUD Zone Guide, as amended from time to time, the Rifle Municipal Code, Uniform Building Codes, laws and regulations of other applicable jurisdictions, and other matters that may be set forth in recorded documents that affect the Property.

In addition to other matters contained therein, the following notes appear on one or more HOMESTEAD AT RIFLE PUD Final Plats (paragraph nos. correspond to the numbering of plat notes on the indicated plat. Omitted plat notes are technical matters not generally relevant to individual lot owners.):

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1 PHASE 1 FINAL PLAT:

2 2. All lots shall have a 10 foot wide easement along all front lot lines (street facing) and along all
3 rear lot lines, and a 5 foot wide easement along all side lot lines, for utility and drainage purposes, unless otherwise
4 specified.

5 4. Firethorn Drive east of the end of Phase I cul-de-sac shall not be open to public use until
6 construction of the street or a pedestrian trail.

7 6. The temporary cul-de-sac on Firethorn Drive is dedicated for public use until Firethorn Drive is
8 constructed beyond Phase I, at which time the temporary cul-de-sac shall automatically revert to the Dedicators and
9 their successors and assigns.

10 7. The Soils Report for this project (Hepworth-Pawlak Geotechnical, Inc., Job No. 194 546, dated
11 Dec. 15, 1994) indicates that standard spread footer foundations will be adequate for most sites, however, if
12 foundation excavation should reveal Wasatch Formation silt and claystones, site specific soils investigation should
13 be obtained to determine if expansive soils are present.

14 Said Soils Report also revealed shallow ground water in certain areas. Basements may not be
15 practical and/or perimeter drains may be required if shallow ground water is encountered. Site specific soils
16 information should be obtained for Lots 1, 2, 3, 11, 12, 13, and 14 of Block 5 before basements are constructed on
17 these lots.

18 8. Computer modeling for Phase I has predicted static water pressure of 35-40 psi, which is
19 towards the low end of acceptable water pressure. Individual homeowner's water pressure may vary substantially
20 depending on city wide water usage levels, water level in City storage tanks, the actual elevation of the home, and
21 other factors. Care should be taken in the design of in-home water supply facilities and particularly lawn and garden
22 sprinkler systems to make allowance for the possibility of periods of low water pressure. Developer has agreed to
23 install pressure boost systems in homes built for sale by it or its affiliates and to offer similar systems to custom
24 home buyers as an add-on option.

25
26 PHASE 2 FINAL PLAT:

27 4. Firethorn Drive north of the end of Phase 2 temporary cul-de-sac and Fir Avenue east of the
28 end of Phase 2 temporary cul-de-sac shall not be open to the public until construction of the street or a pedestrian
29 trail is completed.

30 6. The temporary cul-de-sacs on Firethorn Drive and Fir Avenue are dedicated for public use until
31 the streets are constructed beyond Phase 2, at which time the temporary cul-de-sacs shall automatically revert to the
32 Dedicators and their successors and assigns.

33 7. The Soils Report for this project (Hepworth-Pawlak Geotechnical, Inc., Job No. 194 546, dated
34 Dec. 15, 1994) indicates that standard spread footer foundations will be adequate for most sites, however, if
35 foundation excavation should reveal Wasatch Formation silt and claystones, site specific soils investigation should
36 be obtained to determine if expansive soils are present.

37 8. WATER PRESSURE ISSUES: Phase 2 of THE HOMESTEAD AT RIFLE PUD is in the
38 Highlands East Pressure Zone where domestic water pressure is supplied by a pump system. This system has
39 experienced occasional periods of inadequate pressure and, infrequently, failed entirely for short periods. This
40 system is powered by electricity and there is no emergency power source. The Developer and the City of Rifle have
41 decided not to attempt to make temporary improvements to that system, but rather to dedicate all available resources
42 to construction of a water storage tank at a higher elevation which will provide gravity fed water pressure, a much
43 more reliable system. However, until that new water tank is constructed, THE HOMESTEAD Phase 2, may
44 experience occasional water pressure deficiencies. Care should be taken in the design of in-home water supply
45 systems and particularly landscape irrigation systems to make allowance for the possibility of periods of low water
46 pressure. Developer has agreed to install pressure boost systems in homes built for sale by it or its affiliates and to
47 offer similar systems to custom home buyers as an add-on option.

48
49 9. Before construction of improvements on lots that immediately border Highlands East, the lot
50 owner shall consult with the adjoining Highlands East lot owner(s) regarding placement of improvements on the
51 new lots. Reasonable accommodations shall be made to mitigate the impact of construction within Homestead
52 Phase 2, to the extent reasonably feasible, on existing lots and homeowners in Highlands East.

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1 PHASE 3 FINAL PLAT:

2 2. All lots shall have a 10 foot wide easement along all front lot lines (street facing) and along all
3 rear lot lines, and a 5 foot wide easement along all side lot lines, for utility and drainage purposes, unless otherwise
4 specified. See Lot 14, Block 4 for typical easements.

5 5. The Soils Report for this project (Hepworth-Pawlak Geotechnical, Inc., Job No. 194 546, dated
6 Dec. 15, 1994) indicates that standard spread footer foundations will be adequate for most sites, however, if
7 foundation excavation should reveal Wasatch Formation silt and claystones, site specific soils investigation should
8 be obtained to determine if expansive soils are present.

9 6. WATER PRESSURE ISSUES: Phase 3 of THE HOMESTEAD AT RIFLE PUD is in the
10 Highlands East Pressure Zone where domestic water pressure is supplied by a pump system. This system has
11 experienced occasional periods of inadequate pressure and, infrequently, failed entirely for short periods. This
12 system is powered by electricity and there is no emergency power source. The Developer and the City of Rifle have
13 decided not to attempt to make temporary improvements to that system, but rather to dedicate all available resources
14 to construction of a water storage tank at a higher elevation which will provide gravity fed water pressure, a more
15 reliable system. However, until that new water tank is constructed, THE HOMESTEAD Phase 3, may experience
16 occasional water pressure deficiencies. Care should be taken in the design of in-home water supply systems and
17 particularly landscape irrigation systems to make allowance for the possibility of periods of low water pressure. In
18 addition, water pressure in this area can exceed 60 PSI. Pressure relief valves are recommended.

19 7. Each lot is limited to a maximum of 5000 sq. ft. of irrigated area.

20 The areas labeled Agricultural Open Space and Private Open Space on the Phase 3 Final Plat are
21 dedicated to THE HOMESTEAD AT RIFLE Homeowners Association, Inc., to be maintained and administered as
22 Common Areas, as set forth herein.

23
24 PHASE A FINAL PLAT:

25 7. The Soils Report for this project (Hepworth-Pawlak Geotechnical, Inc., Job No. 194 546, dated
26 Dec. 15, 1994) indicates that standard spread footer foundations will be adequate for most sites, however, if
27 foundation excavation should reveal Wasatch Formation silt and claystones, site specific soils investigation should
28 be obtained to determine if expansive soils are present.

29 6. WATER PRESSURE ISSUES: Phase 3 of THE HOMESTEAD AT RIFLE PUD is in the
30 Highlands East Pressure Zone where domestic water pressure is supplied by a pump system. This system has
31 experienced occasional periods of inadequate pressure and, infrequently, failed entirely for short periods. This
32 system is powered by electricity and there is no emergency power source. The Developer and the City of Rifle have
33 decided not to attempt to make temporary improvements to that system, but rather to dedicate all available resources
34 to construction of a water storage tank at a higher elevation which will provide gravity fed water pressure, a more
35 reliable system. However, until that new water tank is constructed, THE HOMESTEAD Phase 3, may experience
36 occasional water pressure deficiencies. Care should be taken in the design of in-home water supply systems and
37 particularly landscape irrigation systems to make allowance for the possibility of periods of low water pressure. In
38 addition, water pressure in this area can exceed 60 PSI. Pressure relief valves are recommended.

39 All streets (except for the portion of Fir Circle marked "Public" , driveways, utility and drainage
40 easements are private and are dedicated to the Homestead Highlands Townhomes Association for the mutual use and
41 benefit of the Association and townhome owners.

42 The Homestead Highlands Townhomes Association is responsible for maintenance (including
43 snow removal), repair and replacement of all streets/driveways, sewer and water lines, drainage facilities,
44 landscaping, and exteriors (walls and roofs) of all townhomes within Block 8.

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46 PHASE 4 FINAL PLAT NOTES:

47 2. All lots shall have a 10 foot wide easement along all front lot lines (street facing) and along all
48 rear lot lines, and a 5 foot wide easement along all side lot lines, for utility and drainage purposes, unless otherwise
49 specified. See Lot 11 Block 2 for typical easements.

50 5. The Soils Report for this project (Hepworth-Pawlak Geotechnical, Inc., Job No. 194 546, dated
51 Dec. 15, 1994) indicates that standard spread footer foundations will be adequate for most sites, however, if
52 foundation excavation should reveal Wasatch Formation silt and claystones, site specific soils investigation should
53 be obtained to determine if expansive soils are present.

6. Each lot is limited to a maximum of 5000 sq. ft. of irrigated area.

9. Before construction of improvements on lots that immediately border Highlands East, the lot owner shall consult with the adjoining Highlands East lot owner(s) regarding placement of improvements on the new lots. Reasonable accommodations shall be made to mitigate the impact of construction within Homestead Phase 4, to the extent reasonably feasible, on existing lots and homeowners in Highlands East.

E. DEFINITIONS:

ACC: Architectural Control Commission created by Article IV.

LOTS: Each lot of The Homestead at Rifle PUD shall be considered a unit, as defined by the CCIOA. Owners of individual units in the MDR Zone, Block 8 shall be considered a lot owner. Unit, unit owner, lot and lot owner are used interchangeably herein, unless the context indicates otherwise.

RMC: Rifle Municipal Code.

II. ASSOCIATION

A. ASSOCIATION: Declarant has formed The Homestead at Rifle Homeowners Association, Inc. ("Association") for the purposes of exercising the rights and obligations of the Association as set forth in this Declaration.

B. ORGANIZATION AND OPERATION OF THE ASSOCIATION:

1. EXECUTIVE BOARD: The Association shall be governed by a Board of Directors, (executive board as defined by the CCIOA), and shall act through the officers appointed by the executive board. The terms "executive board" and "Board of Directors, or Directors" are used interchangeably herein, unless the context indicates otherwise. The Association shall have all powers allowed or granted by law.

2. BLOCK 8 SEPARATE ASSOCIATION: The internal affairs and common elements of Block 8 (MDR zone), now referred to as Homestead Highlands Townhomes Association, shall be governed by a separate townhome association. The owners of townhomes in Homestead Highlands shall also be members of The Homestead at Rifle Homeowners Association, Inc. and subject to its rules, regulations, and assessments as set forth herein.

3. NUMBER OF DIRECTORS AND ELECTION:

a. During the period of Declarant Control, there shall be at least three directors who shall be appointed by Declarant.

b. No later than termination of any period of Declarant Control, the unit owners shall elect a board of directors of at least five members, for annual terms, at least a majority of whom must be owners other than the Declarant or designated representatives of owners other than the Declarant.

c. When Block 7 (Estate Zone lots) is added to the community, at least one director shall be an owner, or designated representative of an owner in Block 7, to be elected by Block 7 owners.

d. When Block 8 (MDR Zone), now known as Homestead Highlands, is added to the community, at least one director shall be an owner, or designated representative of an owner in Block 8, who shall be elected by the owners in Block 8, or appointed by the Block 8 Townhome Association, as said Association shall determine from time to time.

e. Additional blocks entitled to election of a director may be added, but if any are so added, one additional at large director shall be added for each additional special block director. At large directors

1 shall be lot owners in any part of the community. This provision shall be interpreted so that in any event, at large
2 directors shall constitute a majority of the board.

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4 C. DECLARANT CONTROL:

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6 1. APPOINTMENT OF EXECUTIVE BOARD AND OFFICERS: Until expiration of Declarant
7 Control, and as otherwise limited below, Declarant, or persons designated by Declarant, may appoint and remove
8 the directors and officers.

9
10 2. TERMINATION OF DECLARANT'S CONTROL: Declarant's Control shall terminate upon
11 the happening of either of the following events, whichever occurs earlier:
12 a. 60 days after conveyance of 75% of the lots that may be created to owners other
13 than a Declarant;
14 b. 2 years after the last conveyance of a lot by the Declarant in the ordinary course
15 of business; or
16 c. 2 years after any right to add new lots was last exercised.

17
18 3. VOLUNTARY SURRENDER OF CONTROL: Declarant may voluntarily surrender the right
19 to appoint and remove officers and members of the executive board before termination of the period of Declarant
20 Control, but, in that event, the Declarant may require, for the duration of the original period of Declarant Control,
21 that specified actions of the Association or executive board, as described in a recorded instrument executed by the
22 Declarant, be approved by the Declarant before they become effective.

23
24 4. PHASING OUT OF DECLARANT CONTROL: Declarant's control shall phase out on the
25 following schedule:
26 a. Not later than sixty days after conveyance of twenty-five percent of the lots that
27 may be created to lot owners other than a Declarant, at least one director and not less than twenty-five percent of the
28 directors must be elected by lot owners other than the Declarant.
29 b. Not later than sixty days after conveyance of fifty percent of the lots that may be
30 created to lot owners other than a Declarant, at least two directors and not less than thirty-three and one-third percent
31 of the directors must be elected by lot owners other than the Declarant.

32
33 D. SURPLUS FUNDS: Any surplus funds may be allocated to a capital reserve account if the executive
34 board, by resolution, adopts a plan for use of any such capital reserves. If not so allocated, surplus funds shall be
35 refunded to lot owners, or credited to them to reduce their future common expense assessments.

36
37 E. MEMBERSHIP:

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39 1. LOT MEMBERSHIP AND VOTING POWER: Each lot shall be entitled to one membership in
40 the Association. All lots shall have equal voting power. Memberships shall be appurtenant to and may not be
41 separated from lot ownership.

42
43 2. CLASSES OF MEMBERSHIP: The Association may have multiple classes of membership.
44 a. SF (single family lots) membership shall consist of those lots occupied by
45 detached, single family residences.
46 b. EZR (estate lots) membership shall consist of those lots zoned EZ-PUD.
47 c. MFR (multi-family lots) membership shall consist of those lots located in Block
48 8.
49 d. Additional classes of membership may be created by Declarant in conjunction
50 with Declarant's exercise of reserved development rights and special Declarant rights. Any such additional classes
51 of membership shall reasonably reflect the character of the additional lots and their use of common elements. No
52 new classes may have any greater voting power than SF membership.

1 F. NOTICE: Notice to members shall be made by first class mail to the last known address of each
2 member as reflected on the records of the Association. It shall be each member's sole responsibility and obligation
3 to keep the Association informed of each members correct mailing address. Purchasers of lots shall provide the
4 Association with their names and mailing addresses within 30 days of recording of the conveyance by which a
5 member takes title to a lot. The Association may adopt alternative or additional means of notification that are
6 reasonably deemed to be as effective or more so as that stated herein.
7
8

9 III. ASSESSMENTS

10 A. ASSESSMENTS: Each lot shall be obligated to pay a proportional share of the expenses of the
11 Association levied against and allocated to such lot. Each assessment levied shall be a separate, distinct and
12 personal debt and obligation of the lot owners against whom assessed. No lot may waive or otherwise escape
13 liability for the assessment by non-use of the common elements, or abandonment of the lot. No assessment
14 obligation may be passed to a successor in title, unless expressly assumed by the successor and approved by the
15 Association.
16

17 B. ASSESSMENT LIEN: The Association shall have a statutory lien on each lot for any assessment levied
18 against each lot, or fines or other amounts found to be due against a lot, from the time the assessment, fine, or
19 expense becomes due. Said lien shall have the full priority provided by statute. All fees, charges, late charges,
20 attorney's fees, fines, expenses, and interest outstanding from such lot shall be included in such lien. Said lien shall
21 be superior to the Homestead Exemption provided by C.R.S. 38-41-201, *et seq.* and each lot owner hereby agrees
22 that the acceptance of the deed or other instrument of conveyance to a lot shall signify that lot owner's waiver of any
23 Homestead Exemption. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure
24 of mortgages, or in any other manner provided by law. At the Association's sole option, the Association may also
25 sue for a personal judgment to collect any delinquent amounts from any defaulting lot owner.
26

27 C. ANNUAL BUDGET: The Association shall prepare an annual budget of expenses in the manner
28 provided by law.
29

30 D. SPECIAL ASSESSMENTS: If the assessments received by the Association are inadequate to
31 meet the expenses of the Association, including because of nonpayment of assessments by members, the Association
32 may amend the budget and levy a special assessment.
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35 E. LATE CHARGES AND INTEREST: Any assessment not paid within 30 days after the due date shall
36 bear interest from the due date at 18% per year. Any delinquent member shall also be liable for attorney's fees and
37 all other related cost incurred as a result of such delinquency, including all court, collection, and arbitration costs.
38

39 F. NO OFFSETS: All assessments shall be payable in the amounts specified in the levy thereof and no
40 offsets or reductions shall be permitted for any reason, unless specifically approved by the Association.
41

42 G. ALLOCATION OF ASSESSMENTS:

43 1. Allocation of interests in common elements and expenses of the Association shall be
44 determined by dividing the total interest or expenses by the number of lots for which a final plat has been recorded,
45 except that lots in the MDR-PUD section (Block 8, now known as Homestead Highlands) shall only be counted as
46 1/2 lot for purposes of general Association expense allocation.

47 2. Allocation of interests and expenses for limited common elements and expenses related
48 thereto will be determined by dividing the subject limited common element(s) by the number of lots having use of
49 the limited common element.

50 3. These formulas shall be used when additional lots or limited or common elements are
51 added to the community or when lots are withdrawn.
52

1 H. DECLARANT RESPONSIBILITIES: Declarant shall be responsible for all Association expenses until
2 the first of the year following completion of infrastructure improvements for Phase 3 of the PUD or termination of
3 Declarant's control, whichever is earlier.
4

5 I. ASSOCIATION RESPONSIBILITIES:

6 1. The Association shall:

7 a. Operate, maintain, repair and replace all common areas and the agricultural open
8 space (including private open space, but not including open space included within any lot or any publicly dedicated
9 areas, except as noted herein);

10 b. Operate, maintain (including snow removal), repair and replace 16th St. Trail
11 (formerly 293 Road) adjacent landscaping, common area fencing, community identification sign(s), and open space
12 and stormwater detention area easements.

13 c. Operate, maintain, repair and replace all irrigation ditches and pipelines,
14 including the Davidson Lateral.

15 d. Maintain property damage and liability insurance, naming the City of Rifle as
16 additional insured, in an amount equal to 150% of the minimum amount contained within the Governmental
17 Immunity Act.

18 e. All irrigation water rights for use by the Association are owned by The City of
19 Rifle and held for the benefit of the Association. The Association shall be responsible for all ditch assessments on
20 said water rights. The Association may not convey or encumber said water rights without the consent of The City of
21 Rifle.

22 f. Maintain and operate the agricultural open space irrigation system and provide
23 irrigation water to the estate zone lots.

24 g. Assess all EZ zone lots a proportional share of the cost of irrigation water made
25 available, regardless of actual usage (except Lot 5 which has its own separate irrigation system).

26 h. If not serviced by the City of Rifle, or a private provider through the City of
27 Rifle, the Association shall be responsible for refuse collection from the EZ zone lots.

28 i. Maintain, including landscaping, snow removal, trash pickup and weed control
29 of all Birch Ave. right of way to the back of curb on the east side of Birch Ave., not including repair or replacement
30 of the sidewalk, except as otherwise hereafter agreed, or as provided by law.

31 j. Any and all obligations assigned or delegated to the Homeowners Association
32 by the Subdivision Improvements Agreement for The Homestead at Rifle P.U.D. Phase 1, Phase 2, Phase 3, and all
33 subsequent phases.
34

35 2. OTHER ACTIONS: The Association may take such other actions as the Association or the
36 members may determine from time to time.
37

38 3. LOT MAINTENANCE: If any lot owner fails to maintain the lot and the improvements in a
39 manner consistent with the requirements of this Declaration and the rules and regulations of the Association, the
40 Association, upon a vote of a 2/3rds majority of the directors, may enter upon said lot and repair and maintain the
41 surface and exterior of any improvements in conformance with this Declaration. All costs of such repair or
42 maintenance shall be assessed against said lot.
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44

45 III. USE RESTRICTIONS:
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47 The following restrictions are imposed as a common scheme upon the community for the benefit of the
48 community and shall be enforced, at the sole discretion of the board of directors, as they may deem proper. All such
49 restrictions are subject to the reserved Development Rights and Special Declarant rights of Declarant. Block 8,
50 Homestead Highlands Townhomes are subject to additional Use Restrictions set forth in a separate Declaration.
51

1 A. ACCESSORY DWELLING LOT: To the extent allowed by the Rifle Municipal Code and subject to
2 ACC review and approval, an accessory dwelling unit may be incorporated into the primary residence, or on larger
3 lots, as a separate structure. No Accessory Dwelling Units shall be allowed in Block 8, Homestead Highlands.
4

5 B. ACCESSORY STRUCTURES: One or more non-residential outbuildings may be allowed, subject to
6 ACC review and approval, one of which may be a detached garage. All such outbuildings shall conform to the
7 general architectural scheme of the residence and the community. No outbuildings shall be allowed in Block 8,
8 Homestead Highlands, except for structures reasonably necessary for maintenance of landscaping.
9

10 C. ALTERNATIVE ENERGY SOURCES: Reasonable accommodation to design standards shall be
11 considered for applications for alternative energy sources such as solar power, but not including windmills.
12 Screening or alternative finishes that do not unreasonably compromise energy efficiency may be required as a
13 condition of approval.
14

15 D. ANIMALS: Except for EZ zone lots, only those animals allowed by the Rifle Municipal Code shall be
16 allowed. Any such animals shall only be allowed if they do not unreasonably interfere with any other lot owners use
17 and enjoyment. The Association is specifically empowered to take action against any lot owner or occupant if
18 animals kept thereon become a nuisance.

19 1. Subject to rules and regulations adopted by the Association, EZ lots 5, 6, 7, and 8 may
20 keep horses on the premises. All facilities shall be maintained in such a manner to limit odors and pests.

21 2. The right to pasture and maintain horses on the agricultural open space shall not be
22 unreasonably limited.

23 3. Except for EZ zone lots 5-8, only household type pets shall be kept on any lot. All such
24 pets, including cats, shall be restrained within the lot boundaries, unless under the direct and immediate Control of a
25 handler.

26 4. All pets shall be subject to all applicable provisions of the Rifle Municipal Code and any
27 rules and regulations adopted by the Association.
28

29 E. ANTENNAS: No exterior television antennas shall be allowed, unless fully screened. Single staff radio
30 antennas and satellite reception dishes are allowable, but subject to ACC review and approval upon such terms and
31 conditions as the ACC may deem appropriate.
32

33 F. CONSTRUCTION: All construction materials shall be stored on site in a neat and orderly manner so as
34 not to create an unsightly condition or to allow debris to scatter. All construction shall be diligently pursued and
35 completed. All construction sites shall be provided with access to bathroom facilities and a trash depository.
36

37 G. FENCES:

38 1. All fences shall be subject to approval of the ACC. Private open spaces shall not be
39 fenced with "privacy fences", but screening landscaping is encouraged. Lot owners and the ACC are encouraged to
40 seek a balance between lot owners' needs and desires to maintain privacy and Declarant's intent to foster a
41 neighborhood that encourages a sense of community and openness.

42 a. All side lot fences shall be of "two sided" style, or the finished side shall face outward,
43 unless the adjoining lot owners agree otherwise.

44 b. All lot owners are hereby granted the right to enter into the side lot easement on
45 adjoining lots for the sole purpose of maintaining and construction of approved fencing, but only after reasonable
46 notice to the adjoining lot owner.

47 c. Any lot owner who intends to construct a fence between adjoining lots may request
48 the ACC to require the adjoining lot owner to share in the cost thereof. The ACC shall by rule or regulation,
49 establish a procedure for determining the means and methods of sharing adjoining fencing construction and
50 maintenance costs.

51 2. Birch Avenue right of way will initially be fenced with 4 foot dowel pole (three rail with
52 wire liner) to provide pet and child restraint. Upon the application of at least 60% of the lot owners backing on

1 Birch Avenue, the Association shall replace said fencing with a "privacy fence" with costs thereof borne by lot
2 owners with Birch Avenue lot frontage, based on lot width on Birch Ave.

3
4 H. HILLSIDE LOTS: In order to reduce the visual impact of housing on the hillsides and ridges of The
5 Homestead, the following provisions shall apply:

6
7 1. Hillside and Ridge lots are the following lots:

8 Block 2: Lots 5-9

9 Block 3: Lots 1-4

10 Block 4: Lots 5-17

11 Block 6: Lots 4-14

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14 2. Siding on homes located on these lots must be naturally appearing products, including
15 stucco, stone or brick, wood, or vinyl with wood grain. All siding, regardless of type, shall be a muted earth tone
16 color.

17
18 3. House colors, trim and roof materials shall be of muted earth tones. Solid primary colors
19 or hard white or black are not allowed.

20
21 4. Roofing should give a natural variegated look and may be made of tile, slate, masonry,
22 metal, wood, or composition materials. "Dimensional or architectural" composition shingles are also acceptable.
23 Metal roofs, although discouraged, are acceptable if an appearance comparable to other products can be achieved.

24
25 5. Lots that back on the lower side of the private open space (Lots 8-14 of Block 4) shall be
26 restricted to one story in order to minimize visual infringement on the background open space. These lots may have
27 a garden level basement, including lower level garage.

28
29 I. IRRIGATION SYSTEMS: All landscaped areas requiring regular irrigation must be serviced by a
30 functional underground irrigation system that is approved by the ACC. The system must be designed by an
31 approved residential irrigation system designer, a list of which will be provided by the ACC upon request. All such
32 systems shall provide for adequately sized zones for the water volumes and pressures available and shall include an
33 automatic irrigation controller. The Association may impose water use restrictions for the purposes of equalizing
34 water usage in the community.

35
36 J. LANDSCAPING: All lots shall be landscaped within one year of completion of the original
37 improvements and shall include a reasonable number of trees. Irrigated landscaping shall be limited to 5,000 square
38 feet, unless the lot owner pays for and obtains the appropriate water taps fees for increased irrigation area from the
39 City of Rifle. One of the principals of development of The Homestead is the retention of significant portions of the
40 native vegetation in its undisturbed condition. Lot owners are encouraged to adopt and implement this concept in
41 their landscaping plans. All landscaping shall be maintained in a visually attractive condition at all times, including
42 all easement areas within any lot. Landscaping in drainage swales shall not alter the grades established for drainage
43 purposes and no fences, landscaping materials, or other obstructions shall be constructed in a manner that would
44 prevent the flow of water or inhibit the function of the drainage swales. Landscaping plans shall be subject to
45 approval of the ACC.

46
47 K. LIGHTING: All exterior lighting shall be indirect or of such controlled focus and intensity as to not
48 unreasonably disturb adjacent lots. All exterior lighting shall be submitted to the Architectural Control Committee
49 ("ACC") for review before installation.

50
51 L. LIMITATION OF USES: All lots in this community are primarily intended for residential use,
52 including use as easements and access to other lots. In home businesses or occupations are allowable, to the extent
53 allowed for similar residential districts under the Rifle Municipal Code. In addition, any home based business or

1 occupation use shall be subject to ACC review and approval upon such terms and conditions as the ACC may deem
2 appropriate.

3
4 M. LOT SIZES AND BUILDING SIZES:

- 5
6 1. In Blocks 1-6 the minimum lot size shall be 8000 square feet and the average of all lots in
7 Blocks 1-6 shall be 10,000 sq. ft.
8 2. In Block 8, Homestead Highlands, minimum unit size shall be 1300 sq. ft. and shall
9 include a 2 car garage. Minimum unit square footage does not include the garage.
10 3. In Block 7, average lot size shall be 1.5 acres.

11
12 N. MANUFACTURED HOUSING: Manufactured housing, as defined by the Rifle Municipal Code, shall
13 not be allowed on any lot in the community. This provision shall not be interpreted to prohibit new or alternative
14 construction methods, which may include the prefabrication of significant portions of a structure.

15
16 O. MINERAL EXTRACTION: No oil or gas drilling, development operations, refining, mining operations
17 of any kind or any quarrying (excluding operations incidental to development of the property) shall be permitted
18 within the community. To the extent any mineral extraction is required by law within the community, it shall occur
19 in the open spaces, as far from residential lots as possible.

20
21 P. MODIFICATION AND AMENDMENTS:

- 22 1. The Association may modify, amend, or waive any of the foregoing restrictions, or
23 otherwise restrict and regulate the use and occupancy of the community and lots by reasonable rules and regulations
24 of general application.
25
26 2. Additional or modified restrictions may be imposed by Declarant for future phases of the
27 community.

28
29 O. NUISANCES: No nuisance or unsightly object, in the sole determination of the Association, using an
30 objective reasonable person standard, shall be allowed within the PUD nor shall any use or practice be allowed
31 which is a source of unreasonable annoyance to residents or which unreasonably interferes with the peaceful
32 possession and proper use of any lot. In accordance with the provision regarding pets, it shall be a nuisance for
33 anyone to keep a dog or other animal that barks, howls or makes other unreasonable noises that interferes with the
34 peace of neighboring lots. No immoral, improper, offensive, or unlawful use shall be made of the property nor any
35 part thereof. Nothing in this provision shall be interpreted to unreasonably limit the use of the Agricultural Open
36 Space or EZ zone lots.

37
38 P. SIGNS: Subject to the Special Declarant rights, and the RMC, all signs shall be approved by the ACC.

39
40 Q. TEMPORARY BUILDINGS: No used or previously erected or temporary house, structure, house
41 trailer, mobile home, or other non-permanent outbuilding shall be placed, or allowed to remain on any lot, except
42 during construction, subject however to Declarant's right to maintain such temporary trailers or buildings as it deems
43 necessary for construction, sales and marketing purposes.

44
45 R. TRASH: All trash, garbage, refuse, rubbish and vegetation cuttings shall be kept in suitable containers
46 and disposed of in a regular manner. Nothing herein shall be construed to prohibit composting if done in a
47 reasonable manner so as not to foster or create an unsightly condition, vermin or odors. In no case shall any trash or
48 vegetation be disposed of in the open spaces, unless specifically authorized by the Association.

49
50 S. VEHICLES:

- 51 1. The minimum number of off-street parking spaces as required by the RMC shall be
52 maintained on each lot.

1 2. Only operable and currently licensable vehicles shall be kept or maintained on any lot
2 unless enclosed in a garage or other screened area.

3 3. Recreational vehicles, trailers of any type, and commercial vehicles shall not be parked
4 on the public streets of the community for more than 96 hours at one time, or as otherwise required by RMC.

5 4. Recreational vehicles, trailers, campers, snowmobiles, other sports utility machinery or
6 other moderately sized equipment or machinery may be stored on a lot, if done so in a neat, orderly and well
7 maintained manner. Covered and/or screened storage areas or landscape screening are encouraged, but not
8 mandatory.

9 5. Provision may be made for shared access easements between lots to allow for occasional
10 vehicle access to the rear of lots.

11
12 T. WEED CONTROL: It shall be each lot owners responsibility to control all noxious weeds on the entire
13 lot. If any lot owner fails to control weeds in a reasonable manner, the Association, after 15 days notice, may enter
14 the lot and perform such actions as it deems appropriate for weed control and assess the lot owner for all expenses of
15 such weed control.

16
17
18 IV. ARCHITECTURAL REVIEW

19
20 A. ARCHITECTURAL CONTROL COMMITTEE: There is hereby established an Architectural Control
21 Committee ("ACC") which shall be composed of three or more persons appointed by the board of directors for
22 staggered one year terms. During the period of Declarant Control, ACC members need not be lot owners and may
23 be employees or principals of Declarant. After the period of Declarant Control and after Blocks 7 and/or 8 are
24 developed, all ACC members shall be lot owners or designated representatives of lot owners and one member shall
25 be from Block 7 and one member from Block 8. The majority of members shall be SF class lot owners.

26
27 B. ARCHITECTURAL REVIEW: No structure, landscaping, fencing or other improvement shall be
28 constructed or maintained on any lot and no alteration, or repainting of the exterior of a structure shall be made and
29 no landscaping performed unless complete plans and specifications, showing the exterior design, height, building
30 materials and color scheme, location and size of driveways, plan of landscaping, fencing, walls and windbreaks, and
31 the grading plan shall have been submitted to and approved in writing by the ACC and a copy of such plans, as
32 finally approved, shall have been deposited with the ACC.

33
34 C. ARCHITECTURAL STANDARDS: The ACC shall exercise its best judgment to see that all
35 improvements, construction, landscaping, and alterations approved by the ACC conform with the character,
36 standards, and esthetics of the community as a whole. No ACC member shall be liable in damages to anyone for
37 any action or inaction in the role of the committee representative or by the committee, whether negligent,
38 inadvertent or otherwise, related to approval or disapproval of any plans, proposals, or reviewable activities
39 hereunder.

40
41 D. APPROVAL DEADLINE. In the event the ACC fails to approve or disapprove such design and
42 location within 30 days after said plans and specifications have been submitted to it, approval will not be required
43 and this article will be deemed to have been fully complied with. To commence the 30 day time period described
44 herein, the proponent must submit his plans and specifications, in person, to the ACC chairman or other person
45 designated by the committee and receive a written dated receipt reflecting the commencement of the 30 day period.

46
47 E. VARIANCES. The committee may allow reasonable variances to any of the restrictions contained
48 herein, or rules and regulations adopted by the Association or ACC on such terms and conditions as the ACC may
49 impose. No variance shall be granted which contravenes any provisions of The Homestead at Rifle PUD Guidelines
50 or the City of Rifle Land Use and Building Codes. No variance shall be granted until written notice of the request
51 for such variance has been provided to all lot owners within 200 feet of the subject lot, except that the ACC may
52 require broader notice of any particular application for variance. Notice shall be given by U.S. Mail, first class
53 postage prepaid, to the address of record with the Association for each lot entitled to notice.

1
2 F. COSTS: The ACC may assess reasonable fees for any review requested. In the event that an application
3 requires extraordinary legal, engineering, or other fees, the ACC shall notify the applicant of the estimated extra
4 costs and shall not be required to take further action until the estimated cost of any such review has been paid by
5 applicant. Any delay caused by applicant's failure to pay costs shall be added to the 30 day review time limit. Any
6 unpaid ACC review fees or costs may be assessed against the subject lot and owner.

7
8 G. DECLARANT EXEMPTION: Declarant shall be exempt from ACC review until expiration or
9 termination of all reserved development rights and special Declarant rights.

10
11
12 V. COMMON AREAS

13
14 A. PHASE 1: There are no common or limited common elements in Phases 1 and 2 of The Homestead at
15 Rifle PUD, except for the utility, drainage, trail, and sign easements noted on the Final Plats. PHASE 3: The Private
16 Open Space, Agricultural Open Space, and utility, drainage and trail easements shown on the Final Plat for Phase 3
17 are Common Areas, to be managed and maintained by the Association, subject to the provisions hereof. PHASE A:
18 The Private Open Space shown on the Phase A Final Plat is a common element of The Homestead at Rifle PUD and
19 not restricted to use only by owners in Block 8, Homestead Highlands Townhomes.

20
21 B. FUTURE COMMON ELEMENTS: Common elements, as generally described in The Homestead
22 Annexation Agreement dated 7/30/98 and recorded as Reception No. 520226 in Book 1082 at Page 680
23 ("Annexation Agreement") may be dedicated and allocated in subsequent phases. Declarant has no obligation to
24 construct any additional phases of The Homestead. Dedication of common areas and open spaces are contingent on
25 construction of future phases of the project. Said Annexation Agreement is also subject to modification by
26 Declarant, successors to Declarant, and the City of Rifle.

27
28 C. LIMITED COMMON ELEMENTS: There are no limited common elements in Phases 1, 2 and 3.
29 Limited common elements, yet to be identified, may be dedicated and allocated in later phases.

30
31 D. COMMON ELEMENTS EASEMENT: Subject to provisions of this Declaration, as amended; the
32 Association by-laws; and rules and regulations adopted by the Association; lot owners have an easement in the
33 common elements for the purpose of access to their lots and to use the common elements for all other purposes.

34
35 E. OPEN SPACE USES: Subject to Declarant's right to amend this Declaration, all private open spaces
36 designated on the PUD Final Development Plan are to be managed as undisturbed open space with limited
37 recreational uses as approved from time to time the Association, including, but not limited to natural trails, utility
38 and drainage easements, and access to utilities and stormwater detention structures. The "Agricultural Open Space"
39 may be leased by the Association to Declarant or others for agricultural uses, including hay production and horse
40 pasture.

41
42 F. AGRICULTURAL OPEN SPACE: Future lot owners and residents are advised, that uses of the
43 Agricultural Open Space will include normal and customary farming practices, including, but not limited to: tilling
44 of the soil and other crop production activities which may cause periods of dust and noise; fertilizer and weed and
45 insect control, including application of chemical agents, sprinkler irrigation which will include the noise of pumps
46 running and sprinkler heads rotating 24 hours per day during the irrigation season; forage harvesting which may
47 include operation of heavy machinery at any hour of the day or night; and pasturage of horses which will result in
48 some insects gathering and damage to neighboring vegetation and injury to persons and children who get too close
49 to animals in the area. Declarant has developed The Homestead with the understanding and intent that preservation
50 of portions of the historical agricultural activities of the area was an important value. Preservation of these
51 agricultural activities carries with it some burden on those who elect to reside in close proximity to these agricultural
52 activities. In consideration of these values and goals, the Association will not and may not unreasonably restrict the
53 agricultural use of the Agricultural Open Space.



1
 2 G. WAIVER OF RIGHTS: Purchasers and residents of The Homestead, by their voluntarily electing
 3 to purchase a lot or reside in The Homestead, hereby waive any right they may have to assert that normal and
 4 customary agricultural practices in the Agricultural Open Space constitute a public or private nuisance.
 5

6 H. RECREATIONAL USES: Unless otherwise agreed by Declarant or the present owner of areas
 7 within The Homestead PUD that have not yet been dedicated, no person shall have any rights to use or occupy any
 8 such undedicated areas.
 9

10 I. FUTURE RECREATIONAL USES: The time may come when continued agricultural use of the
 11 Agricultural Open Space is not practical or advisable. In that event, with the consent of 75% of the SF lots adjoining
 12 the Agricultural Open Space, and the unanimous consent of Block 7, Lots 1-5, the Association may elect to utilize
 13 some or all of the Agricultural Open Space for recreational uses of the members of The Homestead community.
 14 Any such uses shall be subject to approval by The City of Rifle as a zone district amendment.
 15
 16

17 VI. DEVELOPMENT RIGHTS
 18

19 A. DEVELOPMENT RIGHTS: Declarant reserves the following "development rights":

- 20 1. To add real estate to this common interest community;
 21 2. To create lots, common elements, or limited common elements within this common
 22 interest community; and
 23 3. To withdraw real estate from this common interest community.
 24

25 B. SPECIAL DECLARANT RIGHTS: Declarant reserves the following "special Declarant rights":

- 26 1. To complete improvements indicated on plats and maps filed with or referred to in this
 27 Declaration and subsequent amendments thereto;
 28 2. To exercise any development rights;
 29 3. To maintain sales offices, management offices, signs advertising the common interest
 30 community, and sales models in such locations, quantity and character as Declarant in its sole discretion shall
 31 determine;
 32 4. To use easements through the common elements for the purpose of making
 33 improvements within the common interest community or within real estate which may be added to the common
 34 interest community; and
 35 5. To appoint or remove any officer of the Association or any director during any period of
 36 Declarant Control.
 37

38 E. SPECIFIC DEVELOPMENT RIGHTS: In addition to the general development rights enumerated
 39 above, Declarant reserves the following specific development rights:
 40

- 41 1. To develop Blocks 1, 2, 3, 4, 5, and 6 of The Homestead at Rifle PUD as detached single
 42 family lots.
 43 2. To develop Block 7 as 8 estate zone lots.
 44 3. To develop Block 8 as multi-family lots and units.
 45

46 F. LIMITATIONS AND CONDITIONS: Declarant's reserved development rights are subject to the
 47 following limitations and conditions:
 48

- 49 1. These rights apply to the those lands which were annexed to the City of Rifle by
 50 Annexation Plat recorded at Reception No. 531631, plus such additional real estate as may be added to the common
 51 interest community.
 52

1 2. Development of these rights is subject to a phasing plan approved by the City of Rifle,
2 but Declarant has not made any commitment as to the timing of completion of any particular phase, or that any
3 phase of the project will ever be constructed, until a Final Plat has been recorded.

4
5 3. The boundaries of the various blocks, phases, common elements, easements and other
6 features are shown on the attachments to the Annexation Agreement in general outline and layout only. Actual legal
7 descriptions will only be determined at time of final platting of each phase.

8
9 4. All development phases, except for phasing requirements by the City of Rifle, are
10 independent of each other and may be developed in any order and without regard to development of any other block
11 or phase.

12
13 5. The Development Rights and Special Declarant Rights reserved shall expire as to any
14 portion of The Homestead PUD at the earlier of 10 years from the recording of this Declaration or recording of a
15 Final Plat for that particular portion of the PUD, unless such rights for a particular phase are extended by
16 amendment of this Declaration for that phase. The Association may, in its sole discretion, and upon the written
17 application of Declarant, extend any such Development Rights and Special Declarant Rights.

18
19 6. Any portion of the real estate may be withdrawn from the community until a Final Plat
20 has been recorded. After a Final Plat has been recorded, any portion not subject to a Final Plat may be withdrawn.

21
22 7. The maximum number of lots Declarant reserves the right to create in this common
23 interest community is: 150 lots or units the character of which is to be determined when such Development Rights
24 are exercised.

25
26 8. Declarant may maintain sales offices, management offices, and models in the common
27 interest community. Declarant may maintain one sales office per phase, one management office per phase, and a
28 maximum of 5 models in each phase. Except in Block 8, all such offices and models shall be located on a lot and
29 not in a common area, the location of which is to be determined by Declarant. Offices and models shall be
30 considered lots and not common elements, unless otherwise declared for each Phase. If the Declarant ceases to be a
31 lot owner, the Declarant ceases to have any rights with regard to any real estate used as a sales office, management
32 office, or model, unless it is removed promptly from the common interest community which right of removal is
33 hereby reserved. Declarant may maintain signs on the common elements advertising the common interest
34 community to the extent authorized by the City of Rifle Sign Code. This section is subject to the provisions of other
35 state laws and to local ordinances.

36
37 9. Declarant hereby reserves a blanket easement over all common elements, as may be
38 reasonably necessary for the purposes of discharging Declarant's obligations or exercising special Declarant's rights,
39 and for exercise of Declarant's' reserved development rights. All such easements shall continue in effect until
40 completion of all improvements in the community, or expiration of Declarant's development rights or special
41 Declarant rights, whichever is earlier.

42
43 10. Declarant may amend the Declaration at any time before expiration of reserved
44 development rights or special Declarant rights to add additional real estate to the common interest community. The
45 amount of added real estate shall not exceed 10% of the total area, as described in the Preliminary PUD Plan for The
46 Homestead at Rifle PUD.

47
48 11. All income or proceeds from real estate subject to development rights inures to the
49 Declarant.

50
51 12. Upon the expiration of any development rights for a particular portion of the real estate,
52 said portion for which the development rights have expired shall, at Declarant's option; be retained by Declarant,
53 subject to the provisions of this Declaration, in which case Declarant shall be responsible for all expenses of said

1 real estate; or upon written notice of surrender of retention rights by Declarant, become common elements or lots
2 and the Declarant shall have no further liability for any expenses of said lots or common elements for which
3 development rights have terminated.

4
5 13. Declarant may voluntarily terminate any portion of the reserved development rights at
6 any time with 30 days written notice to the Association.

7
8
9 VII. GENERAL PROVISIONS

10
11 1. ENFORCEMENT. The Association and the City of Rifle shall have the right to enforce, by any
12 proceeding at law or in equity, all restrictions, conditions, and covenants contained in this Declaration. No
13 individual lot owners or other 3rd party shall have any right to enforce the provisions hereof. Subject to any
14 applicable statute of limitations, failure by the Association to enforce any covenant or restriction herein shall not be
15 deemed to be a waiver of the right to do so thereafter. The City of Rifle shall be a 3rd party beneficiary of this
16 Declaration and may, but shall have no obligation to or liability for, failure to exercise its rights hereunder.

17
18 2. FURTHER SUBDIVISION OF LOTS. Lots may be further subdivided with the consent of the
19 executive board and subject to the land use regulations of the City of Rifle.

20
21 3. LENDERS AUTHORITY. Lenders who hold security interests encumbering the lots shall have
22 no authority to approve actions of the Association, or Declarant in exercise of their rights and obligations to the
23 community. This provision may be amended by Declarant, or the Association, if required by law or regulation, or
24 general lender requirements, without the consent of any security holders.

25
26 4. COLORADO COMMON INTEREST OWNERSHIP ACT. Except to the extent expressly stated
27 herein and allowed by law, this community shall be governed by the provisions of the Colorado Common Interest
28 Ownership Act (C.R.S. 38-33.3-101 et seq.) in effect at the time of the recording of the original Declaration.

29
30 5. SEVERABILITY. If any provisions of this Declaration or the application thereof to any person or
31 circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which
32 can be given effect without the invalid provisions of application and, to this end, the provisions of this Declaration
33 are severable to the extent such can be done so in a just and equitable manner to all parties concerned.

34
35 6. AMENDMENT. This Declaration is subject to amendment by Declarant as more fully set forth
36 herein, to the extent allowed by law. Any subsequent amendment shall restate the entire Declaration and recording
37 of an amendment shall provide that the previously recorded Declaration is of no further force and effect.

38
39 **WSJ, LLC, a Colorado limited liability company**

40
41 By: John W. Savage Date: 3/10/03
42 John W. Savage, Managing Member

43
44 State of Colorado)
45 County of Garfield) ss.

46 The foregoing Declaration was acknowledged before me on 3/10/03 by John W. Savage as
47 Managing Member of WSJ, LLC, a Colorado limited liability company.

48
49 My commission expires: 10/19/2004
50 Witness my hand and seal.

51
52 Nita J. Puffer
53 Notary Public



