

7 PAGE DOCUMENT

AMENDED DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS FOR SPRINGFIELD ESTATES  
PREAMBLE

THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is intended to replace previous Declarations recorded in Book 4691 at Page 982 and is made on this 22 day of OCT, 2010, by Springfield Ranches LLC, Grantor, as owner of the real property in Mesa County, Colorado described on Exhibit "A" which is attached hereto and incorporated herein by this reference. Said property which is the subject of this Declaration will be known as SPRINGFIELD ESTATES, a subdivision of a part of Mesa County and it is the intention of the Grantor in making this Declaration that each protective covenant and restriction contained herein shall be understood and construed to achieve the objective of preserving the charm and natural beauty of the area and the value of each lot therein.

RESTRICTIONS ON USE

1. No structure shall be erected, altered, placed, or permitted on any lot within that part of SPRINGFIELD ESTATES described on Exhibit "A" except as permitted by 2000 Mesa County Land Development Code. Permitted structures may have any use allowed by the said Land Development Code for such zone.

2. Only new construction shall be permitted within the Sites and no existing structures shall be moved upon lot within any part of the subdivision and used for occupancy. No structure on any lots shall be built which does not meet or exceed requirements of the International Building Code then in effect at the time of Construction.

3. No temporary building or structure of any type or kind shall be used at any time for a residence, either temporary or permanent. Mobile homes, trailer or other movable structures shall be permitted as offices but not dwellings within the Subdivision.

4. Landscaping shall be required and of a type complimentary to the zoning for each area of the subdivision. Desert type (drought resistant) landscaping shall be encouraged and of a type complimentary to the zoning for each area of the Subdivision. Each owner shall keep all shrubs, trees, grass, and plants of every kind on his lot, and all planted areas neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly materials. Landscaping may consist of grass, clean rock, either natural or colored, or bark mulch and trees and shrubs. Any rock or mulch areas must have weed barrier installed first. Each owner shall avoid disturbance of the existing vegetation as much as possible. Any disturbed areas on all lots shall be re-vegetated or resurfaced within nine(9) months from the date of issuance of a Certificate of Occupancy for use on said lot. Corner lot landscaping shall comply with Mesa County restrictions within intersection sight triangles. Landscaping or fencing within drainage easements shall not interfere with storm water conveyance. No changes to the design or natural contours of the drainage courses and/or storm water detention areas are permitted without the express written consent of Springfield Estates Water and Drainage Company.

No work shall be done in the road right of way without a required Surface Alteration Permit issued by the jurisdiction administrating the Road system and no alteration is to be done to the roadside ditches without the proper authorization.

5. Lawns, gardens, and landscaping may be limited in area and/or size by Ute Water Conservancy District and/or Springfield Estates Water and Drainage Company to insure equal and/or fair distribution of water resources available.

6. No noxious or offensive trade or activity shall be carried on within any lot, nor shall anything be done thereon which is not allowed by the then existing governing city or county agency.

7. No lot shall be used as a dumping ground for rubbish. All garbage, rubbish and trash shall be placed and kept in covered containers and shall not be allowed to accumulate on any lot. In no event shall any container be maintained where visible from neighboring property except to make the same available for collection and then only for a period of twenty-four hours.

8. No animal may be kept on any lot or site which is a nuisance or annoyance to other owners in the neighborhood.

9. All perimeter fencing on all sites shall be a maximum height of eight (8) feet and shall be of a type complementary to the zoning. No fencing of any kind shall be allowed within Orchard Mesa Irrigation District Easement and no solid fencing shall be allowed within drainage or storm water detention easements, or be allowed within twenty (20) feet of the front yard property line. For example, split rail fencing would be acceptable, but a solid brick fence would not be acceptable. Owners of lots 2,3,4,5 and 6 must install gates in fences crossing drainage and ingress/egress easements to allow maintenance access for Springfield Estates Water and Drainage Company or authorized contractor/agent.

10. No building shall be ideally located on any lot nearer 25 feet to the front or nearer than 30 feet to the rear lot line or nearer than 20 feet to any side lot line. A minimum of 40 feet shall separate adjacent structures. The setback requirements for each lot shall however be controlled by then existing zoning as imposed by the authorized city or county agency.

11. No build shall exceed the allowed height for the zoning of the lot as measured from the highest ground elevation of the foundation finish grade to the highest part of the roof.

12. On all zoned areas the occupied structure and parking area shall be constructed so as to provide sufficient off street parking as required for each use by 2000 Mesa County Land Development Code. Driveways and parking areas shall be composed of asphalt, concrete, washed river rock, or other hard surface, unimproved dirt driveways and parking areas being expressly prohibited. Storing automobiles, trucks, campers, boats, snowmobiles, motorcycles, motorbikes or any other description in the street, driveway or in front of the principal building's setback lines is specifically prohibited. Such vehicles may be stored behind such set back lines within the boundaries of such lot.

13. Signs on all lots shall comply with 2000 Mesa County Land Development Code.

14. All lots are subject to and bound by Grand Valley Rural Power Lines, Inc. tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in all zoned areas, together with rates, rules, and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the residential sites according to the Grand Valley Rural Power Line, Inc. rates and regulations, including future amendments and changes on file with Public utilities Commission of the State of Colorado.

15. The area designated as "Open Space/Safety Zone" (TRACT B) on the official plat of SPRINGFIELD ESTATES is for the benefit of Orchard Mesa Gun Club Inc. ("Gun Clun") a qualifying sport shooting range, as defined by C.R.S. § 25-12-109. The Open Spaces/Safety

Zone is part of the premises of Springfield Ranches LLC and/or Orchard Mesa Gun Club Inc. and is specifically set aside for the protection of the public from injuries resultant from sport shooting activities. Entry into or presents upon the Open Spaces/Safety Zone property by any person is trespassing, and is strictly prohibited.

16. Each lot owner is hereby notified and acknowledges that pursuant to C.R.S. § 25-12-109 the Gun Club is a pre-existing sport shooting range which is entitled, along with Springfield Ranches LLC, to immunity from all public or private civil or criminal actions alleging excessive noise, and/or violations of noise related ordinances or regulations. Each owner shall have no right to object on noise grounds to normal Gun Club activities.

17. The area designated as "Orchard Mesa Irrigation District Easement" along Orchard Mesa Canal No. 2 on the official plat of SPRINGFIELD ESTATES is maintained and controlled by Orchard Mesa Irrigation District. Fencing and improvements within this easement are owned by Orchard Mesa Irrigation District and shall not be altered, violated or trespassed upon in any manner without the express written consent of said Orchard Mesa Irrigation District.

18. These Protective Covenants and Restrictions shall run with the land and be in effect for a period of ten years, and shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots within all Zoning areas, it is agreed to change these Protective Covenants and Restrictions in whole or in part.

19. If the parties hereto, or any of them, or their heirs, grantees or assigns, shall violate or attempt to violate any of the covenants herein or provisions hereof, it shall be lawful for any other person or persons owning real property situate within the Zoning areas to prosecute in any proceedings at law or in equity the person or persons violating or attempting to violate any such covenants or provision hereof and either to prevent him or them from such violations or to recover damages from such violations, or both such remedies may be pursued.

20. The invalidation of any of these covenants or provisions by judgment or court order shall in no way affect or alter any of the other provisions, which shall remain in full force and effect.

21. Each lot may require additional storm water retention as part of the Mesa County site plan approval process before construction. the owner must submit a storm water management plan prepared by a Registered Engineer and adhere to that plan during and after Construction.

IN WITNESS WHEREOF, Grantor has executed this Declaration of Protective Covenants and Restrictions the day and year first above written.

SPRINGFIELD RANCHES LLC

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By: Gary E. Rinderle, President

COVENANT OF LOT OWNERS  
SPRINGFIELD ESTATES

THE UNDERSIGNED, being the owner of all the lots in SPRINGFIELD ESTATES, Mesa County Colorado, do hereby place these Covenants on all Zoning Areas of said SPRINGFIELD ESTATES with the intent that they shall run with the land and will apply to each individual lot owner:

Further, each Zoned Area lot owner shall be entitled to one share of stock. Each Zoned Area lot owner shall be required to be a member in the non-profit corporation known as SPRINGFIELD ESTATES WATER AND DRAINAGE COMPANY, and shall be bound by the Articles of Incorporation and By-Laws of such corporation.

Each Zoned Area lot owner shall be responsible for paying such assessments as may be levied by the Board of Directors of SPRINGFIELD ESTATES WATER AND DRAINAGE COMPANY for the purposes of owning, operating and maintaining detention areas (OUTLOT A) and drainage systems for all Zoned Areas, in accordance with the Articles of Incorporation and By-Laws.

DATED this 27 day of Oct, 2010

SPRINGFIELD RANCHES LLC

  
By: Gary E. Rinderle, President

EXHIBIT "A"

"ZONED AREAS"

General Commercial (C-2) Zoning

Lots 1, 2, 16, 17, 18, 19 and Outlot A of SPRINGFIELD ESTATES SUBDIVISION;

LIMITED INDUSTRIAL (I-1) Zoning

Lots 3 through 15 and Tract A of SPRINGFIELD ESTATES SUBDIVISION;

# 9 Revision October 11, 2010

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