

6 PAGE DOCUMENT

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR SPRINGFIELD ESTATES

PREAMBLE

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made on this 1 day of July, 2008, 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 USES

1. No structure shall be erected, altered, placed or permitted on any lot within that part of SPRINGFIELD ESTATES described on Exhibit "A" (hereinafter as "Residential Sites") except for use as a Single Family Dwelling and Accessory Building as permitted by 2000 Mesa County Land Development Code. All lots described on Exhibit "A" (hereinafter as "AFT Sites") may have any use or structures permitted by the said Land Development Code for AFT zone.
2. Only new construction shall be permitted within the Residential Sites and no structures for occupancy as residences shall be moved upon lots within any part of the Residential Sites. No structure on any lot 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. No mobile homes, trailers or other moveable structures shall be permitted as dwellings within the Subdivision.
4. Landscaping shall be required and, of a type complimentary to the rural residential character of the Subdivision. Desert type (drought tolerant) landscaping shall be encouraged and, of a type complimentary to the residential character 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 Residential Sites shall be re-vegetated within nine (9) months from the date of issuance of a Certificate of Occupancy for a home 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 Residential Site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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 Residential Sites which is a nuisance or annoyance to other owners in the neighborhood.

9. Front yard fencing on Residential Sites shall not exceed four (4) feet in height. Privacy fencing within 100 feet of the residence shall be a maximum of eight (8) feet in height. All other perimeter fencing on Residential Sites shall be a maximum height of four (4) feet and shall be of a wildlife friendly type. 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 located on any Residential Site nearer than 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 residences. The setback requirements herein shall control unless greater setback requirements are imposed by the authorized county agency.

11. No building shall exceed thirty-five (35) feet in height on any lot as measured from the highest ground elevation to the foundation finish grade to the highest part of the roof.

12. On all Residential Sites, the total area of any main structure, enclosed under one roof, whether one or more levels of said structure, shall not be less than 1300 square feet of living area plus at least a two car garage.

13. On all Residential Sites, the dwelling units shall be constructed so as to provide sufficient off street parking to accommodate not less than four automobiles, inclusive of garage and driveway. Driveways shall be composed of asphalt, concrete, washed river rock, or other hard surface, unimproved dirt driveways being expressly prohibited. Storing automobiles, trucks, campers, boats, snowmobiles, motorcycles, motorbikes or any vehicle of any other description in the street, driveway, or in the front of the principal building's setback lines is specifically prohibited. Such vehicles may be stored behind such setback lines within the boundaries of such lot.

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

15. 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 these Residential Sites, 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 Lines, Inc. rates, rules and regulations, including future amendments and changes on file with Public Utilities Commission of the State of Colorado.

16. 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 Club'), a qualifying sport shooting range, as defined by C.R.S. § 25-12-109. The Open Space/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 Space/Safety Zone property by any person is trespassing, and is strictly prohibited.

17. 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."

18. 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.

19. 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 the Residential Sites and AFT Sites, it is agreed to change these Protective Covenant and Restrictions in whole or in part.

20. 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 Residential Sites and AFT Sites 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.

21. 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.

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

SPRINGFIELD RANCHES LLC



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 the Residential Sites and AFT Sites of said SPRINGFIELD ESTATES with the intent that they shall run with the land and will apply to each individual Residential Site and AFT Site lot owner:

Further, each Residential Site and AFT Site lot owner shall be entitled to one share of stock. Each Residential Site and AFT Site 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 Residential Site and AFT Site 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 said Residential Sites and AFT Sites, in accordance with the Articles of Incorporation and By-Laws.

DATED this 1 day of July, 2008

SPRINGFIELD RANCHES LLC


By: Gary E. Rinderle, President

EXHIBIT "A"

"AFT Sites"

Lot 1, Lot 18 and Lot 19 of SPRINGFIELD ESTATES

"Residential Sites"

Lot 2 thru Lot 17 of SPRINGFIELD ESTATES