

Covenants, Easements and Restrictions
"CEDAR MESA RANCHES"
Montezuma County, Colorado

Current Covenant	Proposed New Covenant	Vote
<p>It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said property, and to prevent the construction of improper and unstable improvements. To enjoy their property and attractive surroundings free of nuisance, undue noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible.</p>	<p style="text-align: center;">NO Change</p>	
<p style="text-align: center;">None in Current Covenants</p>	<p>Definitions:</p> <p>Survey Map -- The Plat map of Cedar Mesa Subdivision as recorded in the office of the county clerk of Montezuma county Colorado, Plat book 13 pages 138</p> <p>Agricultural – The farming of the soil for the purpose of growing plants</p> <p>Ranching -- The use of land for the purpose of keeping or raising livestock.</p> <p>Commercial – Any venture, which is done for a profit basis.</p> <p>Grantor -- Redstone Land Company, Inc.</p> <p>Grantee – The lot/tract owner(s)</p> <p>Private Roads – All roads as shown on the Survey Map</p>	<p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

	<p>Cedar Mesa Ranches Subdivision --All lots/tracts, roads and easements as shown on the Survey Map.</p> <p>Cedar Mesa Ranches Homeowner’s Association, Inc. -- A Non-Profit Corporation as recorded in the Articles of incorporation for Cedar Mesa Ranches Homeowner’s Association, Inc. with the State of Colorado.</p> <p>Grazing animal – Any animal which derives its primary substance from eating or grazing on the vegetation of the land such as horses, bovines, sheep, goats, and llamas.</p> <p>Non-grazing animal – Any animal which does not derive its primary substance from eating or grazing on the vegetation of the land such as dogs, pigs, chickens, birds, and meat eating animals.</p> <p>Average Grade – The average elevation (height) from the lowest to the highest point on the foundation ground grade. (where the foundation meets the ground)</p> <p>Shack – A building with no electricity or proper sewage removal or piped in water. For a building to not be classified as a shack it must have all of the above items.</p>	
<p>1. No lot owner within the Cedar Mesa Ranches Subdivision shall have the right to convey easements; partial interests and/or access rights-of-way to lands adjoining said subdivision. Lot owners shall have the right to convey easements, partial interests and/or access right-of-way to other lot owners within the subdivision with prior approval from the Cedar Mesa Ranches Homeowner's Association and all applicable government agencies.</p>	<p>No Change</p>	

<p>2. Lots shall be used only for residential, recreation, agricultural and ranching purposes. Industrial and/or commercial uses are prohibited unless agreed to by the Cedar Mesa Ranches Homeowner's Association.</p>	<p>2. Lots shall be used only for residential, recreation, agricultural and ranching purposes. Industrial and/or commercial uses are prohibited unless agreed to by the Cedar Mesa Ranches Homeowner's Association. <u>A limit of 4 grazing animals and 5 non-grazing animals such as dogs per lot and 10 grazing animals and 6 non-grazing animals for Tracts as shown on the survey map.</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. There shall be only one single family dwelling on each lot. Two family and/or multi-family dwellings are prohibited. No building or structure will be more than 30 feet in height at its highest point from grade including chimneys, antennas, etc.</p>	<p>3. There shall be only one single family dwelling on each lot. Two family and/or multi-family dwellings are prohibited. No building or structure will be more than 30 feet in height at its highest point from <u>the average</u> grade including chimneys, antennas, etc. <u>A guest house is permitted, but only for the expressed use of guests, and not for a resident or for rental.</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>4. Views and Sunlight. Buildings and structures constructed in a subdivision shall be placed, so as to minimize undue obstruction or views and sunlight to existing dwellings on adjacent properties.</p>	<p>No Change</p>	
<p>5. Residences will be located wherever possible in treed or vegetated areas so as to provide for adequate screening of new building and development.</p>	<p>DELETED Was included in number 4</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>6. Vegetative cutting is restricted to the following: on a given lot no more than 35 percent of the trees greater than 6 inches DBH (diameter at breast height) shall be removed.</p> <p>The following are exceptions to the above cutting restriction:</p> <p>a. those trees and/or vegetation within 100 feet from the edge of a residence</p>	<p>No Change</p>	

<ul style="list-style-type: none"> b. those trees and/or vegetation within 25 feet from the edge of any accessory structure c those trees and/or vegetation within a power line right-of-way, road right-of-way or driveway less than 25 feet in width d. those trees and/or vegetation within 25 feet from the edge of a sewage disposal system e. excluding any dead, diseased, dying trees or trees that present a health or safety hazard 		
<p>7. Vegetative cutting requirements for fire prevention (safety zones) are as follows:</p> <ul style="list-style-type: none"> a. Within 100' of a home site, trees must be cut and/or trimmed so that 12' of open space exists between crowns. Occasional clumps of two to three trees may be retained for natural landscape effects. Pruning when necessary should be done to a height of 10'. b. All dead wood must be removed from the ground within 100' of the home site and small patches of scrub and brush directly adjacent to a home site must be separated at least by irrigated grass or non-combustible material. c. If the home site is within 50' of the crest of a steep hill, trees should be thinned at least 100' below following the same guidelines for thinning set forth in item a. d. Irrigated grass and/or other non-combustible material is required for landscape use immediately around the home site. The use of bark or wood chips is prohibited. 	<p>No Change</p>	

<p>8. All buildings, accessory structures, temporary cabin and sewage disposal systems shall adhere to the following setbacks:</p> <ul style="list-style-type: none"> a. 100' from the edge of any pond b. 100' from the boundary of any designated wetland c. 25' from the side and rear lot lines of each lot d. 100' from any stream, brook or intermittent water course e. 100' from the centerline of any Town, County or private road (placement of sewage disposal is exempt from this setback) f. 50' from the edge of any slope greater than 50% 	<p>8. All buildings, accessory structures, temporary <u>storage</u> and sewage disposal systems shall adhere to the following setbacks:</p> <ul style="list-style-type: none"> a. 100' from the edge of any pond b. 100' from the boundary of any designated wetland c. 25' from the side and rear lot lines of each lot d. 100' from any stream, brook or intermittent water course e. <u>120'</u> from the centerline of any Town, County or private road (<u>placement of sewage drain fields are to be 55' from the center line</u>) f. 50' from the edge of any slope greater than 50% 	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>9. All septic systems are required to be designed and approved by an engineer licensed in the state of Colorado.</p>	<p>9. All septic systems are required to be designed and approved by an engineer licensed in the state of Colorado. <u>All Residences and guest houses must have a septic system for sewage treatment. Any other system must be designed and approved by an engineer and approved by the board of the Cedar Mesa Homeowner's Association Inc.</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>10. Further subdivision of any lot in Cedar Mesa Ranches subdivision is prohibited.</p>	<p>No Change</p>	

<p>11. No structure of temporary character, recreational vehicle, camper unit, trailer, mobile home, basement, tent shack, garage, accessory building or other out-building shall be used on any parcel as a residence. A temporary camp, tent or camper unit may be used for recreational purposes but such structures may not be allowed to remain or be stored on any lot for a period of more than 9 months in a given year. Recreational vehicles may be stored longer than the 9 months per year, provided they are stored in a storage facility, i.e. barn or garage, which meets all the requirements set forth herein.</p>	<p>11. No structure of temporary character, recreational vehicle, camper unit, trailer, mobile home, <u>double-wide mobile home, prefab homes, manufactured home</u>, basement, tent, shack, garage, accessory building or other out-building shall be used on any parcel as a residence. A temporary camp, tent or camper unit may be used for recreational purposes but such structures may not be allowed to remain or be stored on any lot for a period of more than <u>4 months per year</u>. <u>Proper sewage disposal is required for any temporary camp or camper unit used for recreational purposes</u>. Recreational vehicles may be stored longer than the <u>4 months per year</u>, provided they are stored in a storage facility, i.e. barn or garage, which meets all the requirements set forth herein <u>or in a place out of the sight of neighbors</u>.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>12. Whenever possible, building material and roofing must be non-combustible and fire-resistant.</p>	<p>No Change</p>	
<p>13. No motorized vehicle, which is either non-operational or non-licensed, shall be kept or stored on any parcel, unless said vehicle is stored in a fully enclosed building meeting standards set forth in the covenants for the Cedar Mesa Ranches subdivision.</p>	<p>13. No <u>garbage, junk offensive to the neighbors</u> or motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any parcel, unless said vehicle is stored in a fully enclosed building meeting standards set forth in the covenants for the Cedar Mesa Ranches subdivision</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>14. The outside finish of all buildings must be completed within nine months after construction has started. No building paper, insulation board, sheathing or similar non-exterior materials shall be used for the exterior finish of any building. The exterior finish of all buildings shall be composed of earth tone colors harmonious with the existing environment. Individual lot numbers at least 4" in size must be mounted on each house and/or entrance to each driveway so as to be clearly seen from the adjoining road.</p>	<p>14. The outside finish of all buildings must be completed within nine months after construction has started. No building paper, insulation board, sheathing or similar non-exterior materials shall be used for the exterior finish of any building. Individual lot numbers must be mounted on each house and/or entrance to each driveway <u>or lot/tract</u> so as to be clearly seen from the adjoining road. <u>If the lot has a residence on it, the address of the residence must also be placed in the aforesaid manner. A recreational vehicle, camper unit, trailer, or temporary facility may be used as living quarters for the duration of the 9 months of house construction.</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>15. Lighting. All outdoor lighting should be low sodium lighting affixed to a building and designed to illuminate only the premises and to minimize nuisance to adjoining landowners. Overhead lighting is prohibited. Non-intrusive lampposts are allowed at the edge of a driveway and lower level lighting (less than 30 inches) will be permitted along walkways.</p>	<p>No Change</p>	
<p>16. Drainage. All open areas of any site, lot, tract or parcel should be graded and planted as appropriate to provide proper drainage and minimize flooding, erosion and pollution.</p>	<p>No Change</p>	
<p>17. Noxious Weed Control. The subdivision will require inspections for noxious weed infestation under provisions of the Colorado Weed Management Act, the Montezuma County Comprehensive Weed Management Act, the Montezuma County Comprehensive Weed Management Plan Resolution 4-93 and development and submittal of an approved weed management plan.</p>	<p>No Change</p>	

<p>18, No owner shall cause or allow the origination of excessive odors or sounds from his parcel. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his or her parcel. In case of a dispute, at the request of an owner, the Cedar Mesa Ranches Homeowner’s Association, Inc. board shall make the final determination of what constitutes a nuisance.</p>	<p>No Change</p>	
<p>19. In an effort to protect and preserve native wildlife and birds, no dogs, cats or other domestic pets shall be allowed to roam free within the Cedar Mesa Ranches project. All pets must be kept on a leash, in a kennel, or under voice control at all times. Pets should always be kept under the immediate supervision of their owners.</p>	<p>No Change</p>	
<p>20. All fencing shall be set back 30 feet from the edge of all private and county roads excluding driveways and shall be 48 inches, four strand or less, with a 12-inch kickspace between the top two strands. Any rail fencing shall be the round type, three rails or less with at least 18 inches between the two rails, excluding corrals and loading pens/sheep pens.</p>	<p>20. All fencing shall be set back <u>at least</u> 30 feet from the <u>center</u> of all private and county roads excluding driveways. <u>A perimeter fence around the edge of the lot cannot be more than 52” high</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>21. In the event an item of potential archaeological and/or native American historical significance such a native American artifacts is found on a lot within the subdivision, the find should be reported to a non-profit organization that is dedicated to archaeological preservation, research and education. Items of significance should not be disturbed or removed from the site except by a qualified archaeologist and only for necessary historical preservation and educational purposes</p>	<p>No Change</p>	

<p>22. The burying or dumping of garbage, junk, trash, oil petroleum, or other liquid or solid waste or littering of any kind on any lot is strictly prohibited.</p>	<p>22. The burying or dumping of garbage, junk, trash, oil petroleum, <u>any offensive material that is offensive to the neighbors</u> or other liquid, solid waste or littering of any kind on any lot is strictly prohibited</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>23. Commercial wood harvesting, mining and/or oil or gas production is prohibited.</p>	<p>No Change</p>	
<p>24. Grantor hereby grants to each lot owner, and each lot owner grants to all other lot owners, easement for utilities along boundary lines and access to rights-of-way through the subdivision as shown on said survey map, such utilities are to be located as close as practicable to existing roads within the property.</p>	<p>No Change</p>	
<p>25. All new utilities must be constructed underground except when extreme conditions such as ledge or wetlands will cause undue economic hardship for the lot owner.</p>	<p>No Change</p>	
<p>26. An easement providing ingress and egress to each lot is granted over all existing roads within the subdivision for the Grantor and all County officials for purposes of monitoring and enforcing these covenants, easements and restrictions and/or County zoning regulations.</p>	<p>26. An easement providing ingress and egress to each lot is granted over all existing roads within the subdivision for the <u>Cedar Mesa Ranches Homeowner's Board</u> and all County officials for purposes of monitoring and enforcing these covenants, easements and restrictions and/or County zoning regulations</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>27. Maintenance of the private access roads within the subdivision shall be the sole responsibility of those lot owner which adjoin said private roads and are members of the Cedar Mesa Ranches Homeowner's Association, Inc. Each lot owner agrees to keep their section of the road free of debris and all other natural and man-made obstructions. Lot owners will maintain roads in common with others in a suitable condition for two wheel drive vehicular traffic.</p>	<p>27. Maintenance of the private access roads within the subdivision shall be the sole responsibility of <u>Cedar Mesa Ranches Homeowner's Association Inc.</u> Each lot owner agrees to keep their section of the road free of debris and all other natural and man-made obstructions. <u>Cedar Mesa Ranches Homeowner's Association Inc</u> will maintain roads in common with others in a suitable condition for two wheel drive vehicular traffic <u>except for extreme conditions where four-wheel drive may be needed.</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>28. All lot owners will agree as members of the Cedar Mesa Ranches Homeowner's Association to form a forestry and fire prevention committee within the Homeowner's Association to suggest and oversee fire mitigation activities. In addition, said committee will be responsible for keeping a fire danger sign at the entrance to the subdivision, kept current on a daily basis.</p>	<p>No Change</p>	
<p>29. The Grantor and Grantees herein covenant and agree that said lot shall be subject to these covenants, restrictions and easements. These covenants, restrictions and easements shall be included in all deeds and shall bind all lots in the subdivision of property presently owned by Redstone Land Company, Inc. of which this lot is a part. These covenants, restrictions and easements shall inure to the benefit of the Grantees herein, their heirs, legal representatives, successors and assignees.</p>	<p>29. The Grantees herein covenant and agree that said lot <u>and tracts</u> shall be subject to these covenants, restrictions and easements. These covenants, restrictions and easements shall be included in all deeds <u>now and in the future of all lots/tracts in the subdivision as shown on the survey map.</u> These covenants, restrictions and easements shall inure to the benefit of the Grantees herein, their heirs, legal representatives, successors and assignees</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>30. These covenants, restrictions, and easements may be enforced by the owner(s) of any lot in said subdivision (including Grantor) against any person or persons violating or attempting to violate any provision hereof, either to restrain the violation thereof or to recover damages caused thereby. The failure to enforce any of these covenants, restriction or easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any of these covenants, restrictions and easements shall not affect any other of these provisions which shall thereafter remain in full force and effect. Any lot owner who violates any of these covenants, restriction and easements shall be liable for the reasonable attorneys' fees and legal expenses of any other lot owner who is successful in a legal action to enforce such covenant, restriction or easement.</p>	<p>30. These covenants, restrictions, and easements may be enforced by the owner(s) of any lot/<u>tract</u> in said subdivision, the <u>Cedar Mesa Homeowner's Association Inc. or Board of County Commissioners</u> (including Grantor) against any person or persons violating or attempting to violate any provision hereof, either to restrain the violation thereof and/or to recover damages caused thereby. The failure to enforce any of these covenants, restrictions or easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any of these covenants, restrictions and easements shall not affect any other of these provisions which shall thereafter remain in full force and effect. <u>The party who loses a legal action in the courts which concerns the covenants, restrictions and/or easements shall be liable for the reasonable attorneys' fees and legal expenses of the winning party in the legal action.</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>31. These covenants, restrictions and easements may also be enforced by the Board of County Commissioners. The County shall likewise be entitled to recover the reasonable attorney's fees and legal expenses of enforcement in a successful legal action.</p>	<p style="text-align: center;">Deleted Was included in number 30</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>32. The Grantor reserves to itself the right to vary or modify the aforesaid covenants, restrictions and easements, in cases of hardship or practical difficulty where the basic intent and purposes of said covenants, restrictions and easements would not be violated, subject to approval by the Cedar Mesa Ranches Homeowner's Association.</p>	<p>32. The <u>Cedar Mesa Homeowner's Association Inc.</u> reserves to itself the right to vary or modify the aforesaid covenants, restrictions and easements, <u>for an individual lot/tract owner</u> in cases of hardship or practical difficulty where the basic intent and purposes of said covenants, restrictions and easements would not be violated, subject to approval <u>first of a majority vote of the board and then a majority vote of the membership of the Cedar Mesa Ranches Homeowner's Association, Inc.</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>33.</p> <p>None in Current Covenants</p>	<p><u>33. The lot or tract owner(s) in the Cedar Mesa Ranches Subdivision as shown on the survey map are required to be members of the Cedar Mesa Homeowner's Association, Inc. and cannot be removed from membership by any party. As a member of Cedar Mesa Homeowner's Association, Inc., the lot or tract owner(s) are responsible for their equal and fair share of the expenses and benefits of the Cedar Mesa Homeowner's Association, Inc.</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>34.</p> <p>None in Current Covenants</p>	<p><u>34. These Covenants may be altered or changed or added to by a 2/3 vote of the membership of the Cedar Mesa Homeowner's Association, Inc. The owner(s) of a lot or tract has one vote for each lot or tract owned as shown on the survey map.</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>35.</p> <p>None in Current Covenants</p>	<p><u>35. All double-wide mobile homes that are currently on lots or tracts in the Cedar Mesa Ranches Homeowner's Subdivision that were there before January 1, 2003 are grand fathered in and are exempt from the no double-wide part of these covenants. This does not preclude the enforcement of the no double-wide part of these covenants in the future.</u></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>