

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Amended March 1, 2021

THIS DECLARATION is made on the date hereafter set forth
by Bray and Company, a Colorado corporation.

WITNESSETH:

WHEREAS, Bray and Company is the owner of certain property
in the County of Mesa, State of Colorado, which is more particularly
described as all lots within the subdivision named Pioneer Village II
Subdivision, Mesa County, Colorado.

NOW, THEREFORE, Bray and Company hereby declares that all
of the properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants, and
conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with, the real property and be
binding on all parties having any right, title or interest in the
described properties or any part thereof, their heirs, successors
and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Pioneer
Village II Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to any
Lot which is a part of the Properties, including contract sellers, but
excluding those having such interest merely as security for the per-
formance of an obligation.

Section 3. "Properties" shall mean and refer to that certain
real property hereinbefore described.

Section 4. "Common Area" shall mean all real property owned
by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land
shown upon any recorded subdivision map of the Properties with the
exception of the Common Area.

Section 6. "Irrigation Water System" shall mean and refer
to the entire system constructed, maintained, and used for the
delivery of irrigation water to each Lot within the subdivision
and those Common Areas as determined by the Association, including,
but not by way of limitation, lines and pumps.

Section 7. "Declarant" shall mean and refer to Bray and
Company.

ARTICLE II

Property Rights

Section 1. Common Area. The rights and obligations in
regard to use of any common area within the Properties shall be
defined by the Association. With respect to the recreational vehicle
parking area, the size thereof prohibits the use by all lot owners.
The Association may make such rules and regulations for use thereof,
as it deems proper and may make a monthly rental charge for the use
thereof, the income from which shall be used for such purposes as
the Association may determine.

ARTICLE III

Membership and Voting Rights

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or

B. on October 1, 1987.

ARTICLE IV

Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The undersigned, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property at the time when the assessment fall due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be for the following purposes:

A. operation and maintenance of the irrigation water system within the subdivision;

B. maintenance of street lights and payment for power therefor;

C. maintenance and improvements to the recreational vehicle storage area and other common areas in the subdivision;

D. creation and continuation of a reasonable reserve;

E. to defray the cost of any other repair or improvement approved by the Board of Directors of the Association to promote the recreation, health, safety, welfare of the residents in the subdivision, including, but not by way of limitation, entry signs and subdivision perimeter fences.

F. to acquire and improve property to be used as common area.

Section 3. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Properties. Any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized under Section 3. Written notice of any meeting called for the purpose of making a special assessment under Section 3 shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of seventy-five percent of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent of the votes of each class of membership. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 5. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date at a rate to be set annually by resolution of the Board of Directors not to exceed fifteen percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages and Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage or first deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien therefor.

ARTICLE V

Architectural Control, Building and Use Restrictions

Pioneer Village II Subdivision shall be subject to the following architectural control, building and use restrictions:

Section 1. Right of Occupancy. No person or persons under the age of 45 years shall be permitted as permanent resident within the Properties; and no person or persons renting from an Owner shall be permitted to reside in or on the Properties who are under the age of 45 years; provided, however, if a husband and wife reside on a Lot and either shall be 45 years of age or older, this covenant shall be deemed as satisfied.

Section 2. Land Use and Building Type. (A) Each Lot shall be used solely for the placing of a Modular or Factory built home with a permanent foundation thereon, plus appurtenances thereto, which home shall be used only as a single-family residence. A single-family residence shall be defined by current Colorado law and include two persons per bedroom. Living/Family Rooms are not considered acceptable spaces for permanent habitation and are not bedrooms.

(B) Principal structures shall have exterior materials of wood or other materials such as, composition to assimilate natural materials. Roofing shall be pitched and covered with composition shingles or metal;

appurtenant structures must be of like materials and construction as the principal structure;

(C) Fences on any Lot shall be restricted to enclosure of the patio area but this provision shall not apply to any fencing installed on the perimeter of the subdivision.

Section 3. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Approval by the Architectural Control Committee shall be an irrebuttable presumption of compliance with Section 2 next above, except the provision therein limiting the use to a single-family residence.

Section 4. Lot Maintenance and Improvement. Standard patio-type furniture and one storage unit approved in accordance with Section 3 above, are the only items permitted outside the Modular or factory built home with a permanent or engineered foundation on each Lot.

No changes or alterations shall be made by any Owner with respect to any of the gas, electrical, water or sewer facilities or equipment.

Section 5. Pets. Two (2) Domestic household pets shall be allowed on the Properties only in accordance with the following:

- A. Pets that are confined within the residence shall be permitted.
- B. Cats are permitted within the residence.
- C. Dogs are permitted within the residence.
- D. No pet will be permitted outside the residence unattended and all pets shall be on a leash when outside.
- E. An invisible fence is permitted or a small removable fence enclosure no more than four (4) feet in height.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Landscaping. Each Owner shall maintain the Lot in an orderly manner and provide proper care for the shrubbery and lawns including the watering and cultivating thereof.

Section 8. Signs. No Owner shall display a sign of any kind to the public view on any Lot except one sign of not more than five square feet which may be used to advertise for the sale of the Lot or a Modular or factory built home on a permanent or engineered foundation located on the Lot.

ARTICLE VI

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of ten years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five years. This Declaration may be amended during the first ten-year period by an instrument signed by not less than ninety percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent of the Lot Owners. Any amendment must be recorded.

In WITNESS WHEREOF, the undersigned have hereunto set their hands this date: 3/4/2021

Pioneer Village II HOA

Jacqueline Kerchner
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20194031868
MY COMMISSION EXPIRES 08/21/2023

By:


HOA President

