

**Easement Agreement and Grants  
For  
Common Areas and Golf Course  
November 30, 2015  
HIGHLIGHTS**

**Definitions:**

Grantor – Weststar Development

Grantee – Cobble Creek Homeowners Association

Members – Cobble Creek Homeowners Association, its members, guests and invitees

**Easement Areas:**

- Golf Course
- Common Areas Adjacent to golf course including landscaped entrance to the Community, native grass and mowed areas that buffer the Course and Members residences
- Lot 1 – north 3/4s of the north lake, pitching/putting areas, practice area and bunkers.
- Lot 2 – south 1/4 of the north lake and all of the south lake, playground and adjoining area. (REFER TO EXHIBIT A)

**Highlights – General:**

- Members will be allowed to fish, walk, run, walk dogs, picnic, and cross country ski on the golf course, subject to certain restrictions, including but not limited to, no access when course is open for golfers or maintenance repair activities are in progress in the Easement Area.
- The HOA and Weststar will determine rules, restrictions, and enforcement procedures for recreational use of the Easement Area.
- Weststar will be responsible for maintaining the Easement Area at its current standards.
- HOA will have access to Common Areas to determine that proper maintenance levels are being met.
- The Easement to the HOA will be a non-exclusive Easement.  
*(“Nonexclusive” in this context means that Weststar retains its rights to use the property, and to grant similar rights to owners in portions of the Cobble Creek Community. An easement does not grant ownership, but allows the use of the easement area subject to the terms of the easement grant.)*
- The HOA will help offset maintenance costs.
  - Weststar’s current cost to maintain the Easement Area is \$109,696 for 2016
  - Weststar projects a 2% annual increase in these costs
  - The HOA’s first payment in 2016 will be \$30,000
  - The annual payment will gradually increase for 10 years, after which the HOA will be paying the full maintenance cost of the common area.
  - Member dues will increase gradually over the initial 10 year period to meet the payment under the Easement Agreement
  - After 10 years, the Easement Agreement will remain in effect as long as the Cobble Creek HOA continues to pay the full maintenance costs of the common areas based on the fixed increase of 2% each year.
  - HOA members are not to deposit materials of any kind on Easement area and shall remove their pet’s feces from the Easement area immediately.

- HOA members shall not have access to, adjust or tamper with any irrigation valve, gate, equipment or facilities.

#### **Highlights – Specific to Golf Course**

- For the term of the Easement Agreement, Weststar is required to maintain the golf course as a golf course or keep it as open space.
- The common area surrounding the Golf Course will remain open space and may not be developed in the future. (See Easement Area Exhibit)

#### **Highlights – Specific to Lot 1**

- Members are entitled to non-exclusive use of Lot 1 subject to certain use restrictions

#### **Highlights – Specific to Lot 2**

- The HOA will continue to own Lot 2, but will not be responsible for the maintenance
- Weststar is responsible for the maintenance of Lot 2 and has been granted an easement to perform such maintenance
- Each party, Grantor and Grantee, will provide written notice to the other party in the event of planned activities that will restrict access to Lot 2.
- If any equipment for the playground or pond needs to be replaced, Weststar will be responsible for those costs

# **USES/LIMITATIONS OF GOLF COURSE, COMMON AREAS CONTIGUOUS TO GOLF COURSE, LOT 1 AND LOT 2 PER EASEMENT AGREEMENT**

## **DEFINITIONS:**

GRANTOR: Weststar

GRANTEE: Cobble Creek Homeowners Association

MEMBERS: Cobble Creek Homeowners Association, its members, guests, and invitees

## **OVERRIDING LIMITATIONS, REGULATIONS, OR STATEMENTS PERTAINING TO ALL EASEMENT AREAS USE BY HOA LOT OWNERS:**

- No motorized vehicles or snowmobile, except electric golf carts
- Activities must be low impact and not damage or alter the land, structures, creeks, lakes or ponds
- Montrose City Ordinances must be obeyed at all times
- Members should self-monitor their noise levels and activities to be respectful of the CC community at large
- Dogs, when allowed on Easements, Lot 1 and Lot 2 must be on a leash at all times. Owners are responsible for picking up after their dog
- No remote control devices, including, without limitation, flying drone craft
- Under no circumstances, will the Grantee or Members engage in, authorize, or permit any commercial, retail or other income producing activities anywhere on any Easement area without the prior written consent of Grantor
- Grantor may prohibit or restrict access to all or portions of the Course, Lot 1 and Lot 2 in connection with special events or for other commercial purpose
- Members are not to tamper with sprinkler or irrigation systems affecting any of the Easement Areas

## Golf Course

### Winter Permitted Uses:

- Only between 8:00am and 8pm
- Cross country skiing
- Snow shoeing
- Walking/Running
- Sledding
- Other low impact activities that do not damage the Course

### Winter Limitations:

-Use only after the "Superintendent" has provided notice to HOA members thru MMM of adequate snow coverage for winter use.

Winter use will continue until further notice

- No dogs allowed
- No use of golf course greens

### Golf Season Permitted Uses:

- Only between 5:00am and 10:00pm
- Walking/Running
- Strollers, children's wagons with adult supervision
- Other low impact activities that do not damage the Course

### Golf Season Limitation:

- No use when there is frost on the Course,
- No dogs allowed
- No use when the Course is open for golfing, maintenance and watering, or repair activities are in process
- No use of golf course greens

### **Common Areas (Contiguous to the Golf Course)**

#### Permitted Uses:

- Walking/Running
- Picnics
- Low-impact recreation
- Fishing in creeks, lakes and ponds. An adult must accompany children 9 years old and younger
- Other similar activities

#### Limitations:

- No activity that interferes with the playing of golf
- Other uses of Common Areas by Grantee or Members for any purpose not provided for above without Grantor's prior written consent

### **Lot 1 (north 3/4s of north lake, pitching/putting area, practice area and bunkers)**

#### Permitted Uses:

- Only between hours of 7:00am and 10:00pm
- Pitching and putting golf balls
- Fishing. An adult must accompany children 9 years old and younger

#### Limitation:

- No use when frost or snow is present on Lot 1 as defined by Course Superintendent
- Other uses of Lot 1 by Grantee or Members for any purpose not provided for above without Grantor's prior written consent
- Under no circumstances, will the Grantee or Members, engage in any group activities anywhere on Lot 1 area without the prior written consent of Grantor

**Lot 2 (south ¼ of north lake, south lake, playground and adjoining area)**

Permitted Uses:

- Only between hours of 7am and 10pm
- Use of playground equipment by children
- Fishing. An adult must accompany children 9 years old and younger
- Strollers, children's wagons with adult supervision
- Other low-impact recreation that does not damage Lot 2

Limitations:

- No pitching or putting of golf balls
- Each party, Grantor and Grantee, will provide written notice to the other party in the event of planned activities that will restrict access to Lot 2.

The HOA Board retains the right to modify these rules and regulations at any time when necessary or advisable, in its discretion, to assure compliance with the terms of the underlying Easement Agreement.

HOA members should contact Mountain Mansion Management by phone (626-4314) or via email ([mountainmansionmgmt@frontier.net](mailto:mountainmansionmgmt@frontier.net)) with any questions, concerns, or to report any violations of the Easement Access Rules for HOA members.