

AMENDMENT TO PROTECTIVE COVENANTS
FOR
MONUMENT HEIGHTS SUBDIVISION

WHEREAS, there was recorded in Book 793 at Page 197 of the Mesa County Clerk and Recorder's records on December 19, 1960, Protective Covenants for Monument Heights Subdivision; and

WHEREAS, said Protective Covenants applied for the protection of Blocks two, five, six and the West 118 feet of Block seven and the East 118 feet of Block one; and

WHEREAS, said Protective Covenants limited the use of said Block two, five, six and the West 118 feet of Block seven and the East 118 feet of Block one; and

WHEREAS, the parties signatory hereto are the owners of said Blocks two, five, six and the West 118 feet of Block seven and the East 118 feet of Block one; and

WHEREAS, the parties hereto desire to amend said Protective Covenants for Monument Heights Subdivision insofar as the same pertains to Blocks two, five, six and the West 118 feet of Block seven and the East 118 feet of Block one.

NOW, THEREFORE, for and in consideration of the mutual acceptance hereof and signing hereof by other parties signatory hereto, the undersigned parties agree to amend said Protective Covenants for Monument Heights Subdivision as follows:

1. Insofar as said Protective Covenants pertain to the East 118 feet of Block 1, they shall be amended to read that the east 118 feet of Block one may be used for service businesses limited to inside use in conformance with B-1 zoning regulations as adopted by the City of Grand Junction.
2. The East 118 feet of Block one shall no longer be subject to the restrictions set forth in Paragraph five of the Protective Covenants for Monument Heights Subdivision as set forth in Book 793, Page 197, Mesa County Clerk and Recorder's records; said East 118 feet of Block one shall rather be subject to restrictions adopted by the City of Grand Junction for placement of signs in that area.

DECLARATION **Book 2191 Page 653**
OF COVENANTS, CONDITIONS AND EASEMENTS

OF 1738428 0353PM 12/05/95
MONIKA TODD CLK&REC MESA COUNTY CO
MONUMENT HEIGHTS TOWNHOMES

THIS DECLARATION, made on the date hereinafter set forth by Boyd L. Wheeler, (hereinafter referred to as "Declarant").

 WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in the City of Grand Junction, County of Mesa, State of Colorado, which is more particularly described as:

Lots 1 through 10 of the replat of Lots 1, 2, and 3 of Block 4, Monument Heights Subdivision, in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 10, T.1 S., R.1 W., Ute Meridian, Mesa County, Colorado.

WHEREAS, Declarant intends to create a Planned Community called Monument Heights Townhomes and the Monument Heights Townhomes Association under the Colorado Common Interest Ownership Act of the state of Colorado and to define the character, duration, rights, obligations and limitations of interest ownership of the property pursuant to C.R.S. § 38-33.3-101, et seq. ("the Act"),

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, conveyed, and occupied 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. Declarant hereby submits the property described on Exhibit "A" to the provisions of the Act as it may be amended from time to time. In the event the Act is repealed, the Act, on the effective date of this Declaration shall remain applicable. This Declaration imposes covenants and restrictions which are in addition to applicable government laws and regulations. In the event of a conflict between the provisions of this Declaration and applicable laws and regulations of the city of Grand Junction or other governmental agency, the more restrictive restriction shall apply.

ARTICLE I

BOOK 2191 PAGE 654

DEFINITIONS

The capitalized terms used in this Declaration shall have the meaning specified or used in the Act, unless otherwise defined herein or on the plat or map to Monument Heights Townhomes or unless the context of their use indicates a different meaning should be applied. Among the terms defined in the Act which are used in this Declaration are the following:

1. "Allocated Interest" means the Common Expense Liability and votes in the Association allocated to each lot.
2. "Association" means the Monument Heights Townhomes homeowners Association, a Colorado corporation, not for profit, its successors and assigns.
3. "Bylaws" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including any amendments to those instruments.
4. "Common Elements" means any Real Estate within Monument Heights Townhomes owned or leased by the Association. Tract A and Tract B, as shown on the plat to the Monument Heights Townhomes subdivision, and referred to as "Open Space" are Common Elements. The terms "Common Elements" and "Open Space" may be used interchangeably.
5. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.
6. "Common Expense Liability" means the liability for Common Expenses allocated to each lot.
7. "Common Interest Community" means Monument Heights Townhomes.
8. "Declarant" means and refers to Monument Heights Townhomes.
9. "Declaration" means this recorded instrument as well as any plats referred to herein.
10. "Development Rights" means any right or a combination of rights reserved by Declarant to:
 - a. Add Real Estate to a Common Interest Community;

- b. Create units, Common Elements, or limited Common Elements within a Common Interest Community;
- c. Subdivide Units or convert Units into Common Elements; or
- d. Withdraw Real Estate from a Common Interest Community.

11. "Dispose" or "Disposition" means a voluntary transfer of any legal or equitable interest in a lot, but the term does not include the transfer or release of a Security Interest.

12. "Executive Board" means the body, regardless of name, designated in this Declaration, to act on behalf of the Association.

13. "Identifying Number" means a symbol or address that identifies only one Lot in the Common Interest Community.

14. "Lot" means the physical portion of Monument Heights Townhomes designated for separate ownership as shown on the plat to Monument Heights Townhomes. For purposes of this Declaration, the terms "Lot", "Townhome Unit" and "Unit" may be used interchangeably.

15. "Lot Owner" means the Declarant or other person who is the record owner of any Lot created by the Declaration until that Lot is conveyed to another person.

16. "Open Space" means any Real Estate within Monument Heights Townhomes owned or leased by the Association. The terms "Common Elements" and "Open Space" may be used interchangeably.

17. "Person" means a natural Person, corporation, partnership, association, trust or any other entity or any combination thereof.

18. "Planned Community" means Monument Heights Townhomes, a Common Interest Community which is not a condominium or cooperative.

19. "Purchaser" means a person, other than Declarant, or a dealer, who by means of a transfer acquires the legal or equitable interest in a Lot.

20. "Real Estate" means any leasehold or any other estate or interest in, over, or under land, including structure, fixtures, and other improvements and interest that, by custom, usage or law, pass with a conveyance of lands though not described in the contract of sale or instrument of conveyance. "Real Estate" includes parcels without upper or lower boundaries and spaces that may be filled with air or water.

21. "Residential Use" means use for dwelling or recreational purposes, but does not include spaces or Lots primarily used for commercial income from, or service to, public.

22. "Rules and Regulations" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Common Interest Community, including any amendment to those instruments.

23. "Security Interest" means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as a security for an obligation.

24. "Special Declarant Right" means right to reserve for the benefit of a declarant to perform the following acts:

- a. To complete improvements indicated on plats filed with the Declaration;
- b. To exercise any Development Rights;
- c. To maintain sales offices, management offices, signs advertising Common Interest Community;
- d. To use easements through the Common Interest Community or within Real Estate which may be added to the Common Interest Community; or
- e. To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant Control.

25. "Unit" means a physical portion of the Common Interest Community which is designated for separate ownership or occupancy in the boundaries which are described in or determined from the Declaration.

26. "Unit Owner" means the Declarant or other Person who owns the Unit, but does not include a Person having an interest in a Unit solely as security for an obligation or having only a leasehold interest in the Unit. The Declarant is the owner of any Unit created by the Declaration until that Unit is conveyed to another Person.

ARTICLE II

NATURE AND INCIDENCE OF OWNERSHIP

Section 1: LOT. The identification number of each Lot shall correspond to the Lot number shown on the recorded plat to the property, as amended or replated from time to time. The boundaries of each Lot shall be identical to the boundaries of the lot shown on such plat. Declarant reserves the right to amend the plat from time to time as to those Lots then owned by the Declarant.

Section 2: RIGHT TO COMBINE LOTS. Lot Owners, upon obtaining written permission of the Association, are granted the right to combine physically the area of one

Lot with the area of one or more adjoining Lots. Such combination shall not affect the designation nor prevent separate ownership of such Lots in the future. Alterations to walls or other structural separation shall not alter the bearing capabilities of such structures and shall not adversely affect other owners.

Section 3: OWNERS RIGHT TO INGRESS, EGRESS AND SUPPORT. Each owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to his Lot and shall have the right to lateral support for his townhome Unit, and such right shall be pertinent to and pass with the title to each Lot.

Section 4: USE OF UNITS. Each Unit shall be limited to Residential Use only. No trade or business of any kind may be carried on therein, except as authorized in writing by the Association, except that any Unit may be used by the Declarant as a sales Unit or management center.

Lease or rental of a Unit for residential purposes shall not be considered a violation of Article II, Section 4, provided that each Unit is rented for a term greater than 30 days, subject to the provisions of these Declarations, the Articles, Bylaws, and Regulations of the Association.

Section 5: USE OF COMMON ELEMENTS. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements, without the prior written consent of the Association, except as specifically provided herein.

Section 6: GENERAL RESTRICTIONS.

A. Insurance Rates. Nothing shall be done or kept in Monument Heights Townhomes which will increase the rate of insurance on any property without the approval of the board, nor shall anything be done or kept in Monument Heights Townhomes which would result in the cancellation of any insurance or which would be in violation of any law, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

B. Damages. No damage to, or waste of, the Common Elements, or any part thereof, or the exterior of the Properties and buildings, shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste, caused by him or his invitees, to the Association or the other Owners.

C. Garbage and Trash Disposal. All garbage, rubbish and trash shall not be allowed to accumulate in open areas and shall be placed and kept in covered containers for

immediate disposal by the City of Grand Junction or the appropriate refuse disposal service.

D. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate on any property within Monument Heights Townhomes, including Common Elements, and no odor shall be permitted to arise therefrom so as to render any such property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Association.

E. Exterior Maintenance and Repair. No improvement upon any property within Monument Heights Townhomes shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. The Association shall be responsible for the routine exterior maintenance of all improvements within Monument Heights Townhomes, including painting and caulking. The Association shall not be responsible for the repair or replacement of any exterior components whether occasioned by fire, casualty or ordinary wear and tear. Such shall be the responsibility of the Unit owner of the property in need of repair or replacement.

The Association shall be responsible for maintenance of exterior landscaping, including, but not limited to, planting, weeding, fertilizing, trimming of grass, trees, shrubs and other plantings, and the maintenance, operation and repair of the irrigation system. The Association shall also be responsible for the removal of snow and ice from the walks included within Monument Heights Townhomes.

All other maintenance, repairs and upkeep shall be the responsibility of the Unit Owner of the property in need thereof, who shall bear the expense thereof. In the event that any Unit Owner shall permit any improvement owned by him to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the Association, upon 30 days prior written notice to such Unit Owner, shall have the right to correct such condition and to enter upon such Unit Owner's property for the purpose of doing so, and such Unit Owner shall promptly reimburse the Association for the costs thereof. Such costs shall be a separate assessment and shall create a lien enforceable in the same manner as other assessments as set forth in Article IV below.

F. Animals. No animals of any kind shall be raised, bred, or kept, except that a reasonable number of dogs, cats, or other household pets shall be kept, provided that

they are not kept, bred or maintained for any commercial purpose. A "reasonable number" as used in this section shall ordinarily mean no more than two pets per household, provided, however, that the Association (or the architectural committee or such other Person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. All household pets shall be controlled so as not to create a nuisance or hazard for other Unit Owners or their guests.

G. Parking. Ownership of each Unit shall entitle the owner or Unit Owners thereof to the use of a carport for the parking of two automobiles. Only passenger motor vehicles may be parked in the parking spaces which are a part of each Lot or on portions of the Common Elements designated for parking by the Association. Parking in driveways is prohibited if to do so obstructs free traffic flow, constitutes a nuisance, violates the Rules and Regulations, or otherwise creates a safety hazard. The Association, through the Executive Board and its agents, is hereby empowered to establish "parking", "guest parking", and "no parking" areas within the property. Any additional parking spaces which may constitute a part of the Common Elements shall be subject to reasonable control and use limitation by the Executive Board. The Association, to the extent permitted by law, shall have the right to enforce all parking restrictions pertaining to any publicly dedicated streets within the property and to remove any vehicles at owner's expense without damage or liability therefore.

H. Installations. No exterior radio, television antenna, and/or satellite dish, except the antennae installed by the Declarant as part of the initial construction of the Unit, or except as specially approved with the prior written approval of the architectural committee, shall be erected or maintained in Monument Heights Townhomes.

No Owner shall cause or permit any mechanic's lien to be filed against any Unit or portion thereof, for labor or materials furnished or alleged to have been furnished or delivered to the Unit. The Owner of any Unit against which a mechanic's lien has been filed shall cause the lien to be discharged within five (5) days after notice to the Owner from the Board. In the event the mechanic's lien is not so discharged, the Board may discharge the lien. In that event, the Unit Owner shall be charged a special assessment in the amount paid by the Board to satisfy the lien.

I. Temporary Structures. No tents, shacks or other temporary structure shall be placed upon any property.

J. Improvement and Alterations. There shall be no excavation, construction or alteration which in any way alters the exterior appearance of any improvement within Monument Heights Townhomes, nor the removal of any improvement in Monument Heights Townhomes (other than repair or rebuilding pursuant to Article VII hereof, without the prior approval of the architectural committee pursuant to Article VI hereof.

K. Vehicle Storage and Repair. No house-trailer, camping trailer, hauling trailer, running gear or boat, or accessories thereto, truck, pickup, van or camper-van in excess of 3/4 ton size shall be parked, stored, repaired, or maintained within Monument Heights Townhomes unless such vehicle is stored inside an approved attached carport. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residence or Unit Owners of the Lots or the Association or to contractors within the properties. No vehicle of any type shall be parked in Monument Heights Townhomes for the purpose of making any kind of repairs, other than routine maintenance work.

L. Hazardous Activities. No activities shall be conducted on any Lot or in any Unit which are, or might be, unsafe or hazardous to any Person or property.

M. Signs. No sign of any kind shall be displayed to public view without the approval of the architectural committee, except such signs as may be used by Declarant in connection with the development of Monument Heights Townhomes and sale of Units and Lots and except such signs of customary and reasonable dimension set forth by the committee as may be displayed on or from a residence advertising the residence for sale or lease. All signs, except such signs as may be used by the Declarant, shall be placed on the exterior of the residence parallel to the exterior wall. Any "for sale" or "for lease" signs not more than 3 feet by 2 feet shall not require committee approval.

N. Payment of Utilities. Each Lot Owner shall be responsible for the payment of all utilities, including gas, electricity, telephone, cable television, water and sewer which are provided to such Lot Owner's Lot.

O. Drainage. There shall be no interference with the established drainage pattern over any property within Monument Heights Townhomes unless adequate provision is made for proper drainage and is approved by the architectural committee. For the purposes hereof, "established drainage" is defined as the drainage which exists at the time the overall grading of Monument Heights Townhomes is completed, or which is shown on any plans approved by the architectural committee.

P. Violation of Monument Heights Townhomes Association Rules and Regulations. There shall be no violation of the Monument Heights Townhomes Association Rules and Regulations adopted by the Executive Board after notice and hearing. If any owner, his family, or any licensee, lessee, or invitee violated any of the rules, the Board may suspend the right of such Person to use the Association properties, under such conditions as the Board may specify, for a period not to exceed 30 days for each violation. Before invoking any suspension, the Board shall give such Person notice and hearing. In the event any Lot Owner of any Lot shall violate any Monument Heights Townhomes rule or regulation which shall result in damage, the Board of Directors shall have the right, after notice and hearing, to assess the cost of repair

of such damage against the Lot or Lot Owners responsible for such damage. Such assessment shall be added to and become a part of the assessment to which such Lot is subject.

Q. Exemption of Declarant. Nothing in the Monument Heights Townhomes restrictions shall limit the right of the Declarant to complete excavation, grading, and construction of improvements to any property within Monument Heights Townhomes owned by Declarant, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of Monument Heights Townhomes so long as any Lot remains unsold or to use any structure in Monument Heights Townhomes as a model home for real estate sales or leasing office. Declarant need not seek or obtain architectural committee approval of any improvement constructed or placed by Declarant on any property owned by Declarant. The rights of Declarant hereunder and elsewhere in these restrictions may be assigned by Declarant.

Section 5: DEDICATION OF COMMON ELEMENTS. The Developer, in recording the map of Monument Heights Townhomes has designated certain Common Elements for use by the Owners. The designated areas are not dedicated hereby for use by the general public, but are dedicated to the common use and enjoyment of the Owners.

Section 6: ELEMENTS.

A. Reciprocal Easements. The Declarant hereby reserves for itself and the Association, their successors and assigns, a right-of-way and easement for installation and continued operation, maintenance, alteration, inspection, replacement and repair of all walkways, driveways, irrigations systems, the exterior portion of improvements, drainage facilities, trees, shrubs, grass areas, and other landscaping, and the installation and continued operation, maintenance, repair, alteration, inspection and replacement of utilities, including, but not limited to, water lines, sewer lines, gas lines, telephone lines, cable television cable lines, and such other utility lines and incidental equipment thereon, over, under and across that portion of any Lot situate on the exterior of any residential dwelling. Perpetual reciprocal easements for the aforementioned purposes shall exist both for the benefit and burden of all the Lot Owners.

B. Easements for Encroachments. If any portion of an improvement constructed by Declarant or the association encroaches upon a Lot, valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist.

C. Unit Owner's Easement of Enjoyment. Every owner shall have a right to, and easement of enjoyment in and to the Common Elements, which easement shall be appurtenant to and 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, subject to the right of the Association to dedicate or transfer all, or any part of, the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless such dedication or transfer has been approved by a 3/4 vote of the Executive Board.

D. Reservation of Easements. Declarant reserves for itself and the Purchasers of the existing and additional Monument Heights Townhomes property the use of the easements set forth in this Article II which are intended to and shall be for the benefit of all owners, and no reference thereto need be made in any deed, instrument of conveyance or any other instrument.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1: MEMBERSHIP. Every owner shall be entitled and required to be a member of the Association, a non-profit corporation organized under the laws of the state of Colorado, which association shall be organized and made effective by Declarant. If title to Lot is held by more than one Person, the membership related to that Lot shall be shared by all such Persons in the same proportion interests by the same type of tenancy in which the title to the Lot is held. Lot Owners shall be entitled to one membership for each Lot owned by him. No Person or entity, other than an owner, may be a member of the Association and the memberships in the Association may not be transferred except in connection with the transfer of the Lot; provided however, that the rights of membership may be assigned to a mortgagee as further security for a loan secured by a lien on a Lot.

Section 2: VOTING RIGHTS. The Association shall have one class of membership. Each Lot shall be entitled to one vote. In no event shall more than one vote be cast with respect to any Unit, nor can there be a split vote cast with respect to any Unit.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1: CREATION OF ASSOCIATION LIEN AND PERSONAL OBLIGATION TO PAY COMMON EXPENSE ASSESSMENTS. Declarant, for each Lot, shall be deemed to covenant and agree, and each Lot Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, annual common expense assessments, special expense assessments, and capitol assessments. Such assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the Unit Owner at the time when the

assessment or other charges became or fell due. The personal obligation to pay any past due sums due to the Association shall not pass to successor in title unless expressly assumed by them.

The common expense assessments of the Association shall be a continuing lien upon the Lot against which each such assessment is made. A lien under this section is part of all other liens and encumbrances on a Unit, except:

1. Liens and encumbrances recorded before the recordation of the Declaration;
2. First lien Security Interest on the Unit recorded before the date on which common expense assessments ought to be enforced became delinquent;
3. Liens for real estate taxes and other governmental assessments or charges against the Lot.

This section does not prohibit an action to recover sums for which this section creates a lien or prohibit the Association from taking a Deed In Lieu of Foreclosure. Sale or transfer of any Lot shall not affect the Association's lien, except that sale or transfer of any Lot pursuant to foreclosure of any first lien, Security Interest or any proceeding in lieu thereof, including Deed In Lieu of Foreclosure, or cancellation of forfeiture, shall only extinguish the Association's lien as provided in the act. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including Deed In Lieu of Foreclosure, no cancellation or forfeiture shall relieve any law from continuing liability for any common expense assessments thereafter becoming due, nor from the lien thereof.

Section 2: APPORTIONMENT OF COMMON EXPENSES. Common Expenses shall be assessed against all of the Units equally.

Section 3: PURPOSE OF ASSESSMENTS. The assessments levied by the Association through its Executive Board shall be used for the purposes of promoting the health, safety and welfare of the residents in Monument Heights Townhomes including, but not limited to, maintenance, operation, and repair of the irrigation systems, landscaping and exterior portions of improvements, payment of any assessments on irrigation water, utilities operating input pumps and for snow removal.

Section 4: ANNUAL ASSESSMENT/COMMENCEMENT OF COMMON EXPENSES. Common expense assessments shall be made on an annual basis against all the Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year. Common expense assessments may be collected in the manner as determined by the Executive Board. The common expense assessment shall begin on the first day of the month in which conveyance of the first Lot to a Lot Owner or other than deeded Declarant occurs.

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Section 5: BASIS OF MAXIMUM ANNUAL ASSESSMENT. Except as provided below, until the first day of the Association's fiscal year next following the conveyance of the first Lot, the maximum General Assessment under this Article V shall be Three Hundred Sixty Dollars (\$360.00) per year per Lot, based upon the initial estimated annual budget of the Association prepared by the Developer.

If the Board of Directors determines that the initial Annual Assessment is insufficient to meet the Common Expenses of the Association during the Association's initial fiscal year, the Board of Directors may, by majority vote, increase that Annual Assessment by not more than three percent (3%) above the maximum assessment for such year reflected in the approved budget for the Association. Prior to the end of the Association's initial fiscal year any proposed Annual Assessment in excess of three percent (3%) above the maximum Annual Assessment shall be subject to approval by a 3/4ths vote of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(a) Commencing on the first day of the fiscal year next following the conveyance of the first Lot, the maximum Annual Assessment for any fiscal year may be increased by the Board above the maximum Annual Assessment for the previous fiscal year, in an amount no more than the percentage (but not more than twenty percent (20%)) by which the U.S. Bureau of Labor Statistics, Colorado Area, Consumer Price Index for All Urban Consumers (the "Index"), has increased as of the date of the Annual Assessment increase over the level of the Index of the close of the immediately preceding fiscal year of the Association. Any increase in the maximum Annual Assessment, which exceeds the maximum increase authorized in the Sub-Section (a) shall require the vote or written consent of 3/4ths of Members voting at a meeting duly called for this purpose.

Section 6: STATEMENTS. The Board of Directors shall periodically prepare and deliver to each Owner a statement of the amount due to the Association for the General Assessment. However, the failure of the Association to deliver a statement shall not affect the liability of the Owner of any Townhome Unit for such assessment, but the date when payment shall become due in such case shall be deferred until the thirty days following the date such statement is mailed or delivered. Each Owner shall be responsible for the prompt notification of the Association of any change of address for the delivery or mailing of his monthly statement.

Section 7: INITIAL CAPITAL CONTRIBUTION. The Association shall levy and collect from each Owner at the closing when the Owner acquires a Lot, a sum equal to two (2) times the original estimated monthly assessment apportioned to the Unit. Said sum may be used by the Association for working capital, for application against a delinquent account of an Owner, or for emergency needs. Deficiency amounts in any Owner's account shall be promptly restored upon request by the Board to maintain an amount equal to two times the original estimated assessment for such Unit. The existence of this reserve account shall in no way relieve an Owner from the duty to pay assessments when due. Upon the sale of a

Lot, other than the first sale by the Developer, the amount in the reserve account may be transferred by the seller to the buyer, but in no event shall the Association be obligated to refund the deposit upon such sale.

Section 8: SPECIAL ASSESSMENTS. In addition to the General Assessments authorized above, the Association may levy a Special Assessment on an Owner or all Owners for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, and for the cost of replacing, repairing or reconstructing Townhome Units or portions thereof, when such costs are in excess of insurance coverage or are not within the scope of insurance coverage.

Notwithstanding the above, upon the affirmative vote of three-fourths (3/4ths) of the Board, the Board may authorize and expend funds in the event of an emergency concerning property under the jurisdiction of the Association. The expenditure thereafter shall become a Special Assessment collectible by the Association from the Owners in accordance with the terms of this Declaration without further approval by the membership being required. However, any such action by the Board may be rescinded by a majority vote of the Class A members at a special meeting called for that purpose.

Section 9: EFFECT OF NONPAYMENT OF ASSESSMENTS. Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the rate of one and one-half percent (1½%) per month until payment thereof. The Association may suspend the voting rights of, and 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 the Common Area or abandonment of his Townhome Unit. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10: SUBORDINATION OF THE LIEN TO FIRST MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record (including deed of trust) and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. Sale or transfer of any Lot shall not affect the lien for said assessment charges except that sale or transfer of any Lot pursuant to foreclosure of any such mortgage or any such executory land sales contract, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contract shall extinguish the lien of assessment charges which became due prior to any such sale or transfer, or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of any such executory land sales contract shall relieve any Lot from liability of any assessment charges thereafter becoming due, nor from the lien thereof.

Section 11: HOMESTEAD. The lien of the Association for assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado or Federal law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien.

Section 12: STATEMENT OF ACCOUNT. Upon payment of a reasonable fee and upon written request of any Owner or any Mortgagee, prospective Mortgage or prospective purchaser of a Townhome Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Townhome Unit, the amount of the current monthly assessment and the date that such assessment becomes due, and all credits for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

Section 13: PERSONAL LIABILITY OF PURCHASER FOR ASSESSMENT. Subject to the provisions of Section 12 above, a purchaser of a Townhome Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Townhome Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the Seller the amount paid by the purchaser for such assessment.

ARTICLE V

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 the harmony of external design and location in relation to surrounding structures and topography by the Executive Board of the Association, or by an Architectural Committee composed of the Board of Managers of the Association, or a representative or representatives designated by the Board of Managers. In the event said board or its designated committee fails to approve or disapprove such design and location within 30 days after 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.

ARTICLE VI

PARTY WALLS

Section 1: GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the Units in Monument Heights Townhomes and placed on or adjacent to the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding

party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: SHARING OF REPAIRS AND MAINTENANCE. The cost of normal reasonable repair and maintenance of the party wall shall be deemed a common expense and, unless due to the negligence or willful acts or omissions of an owner, shall be paid for by the Association. The Association and any owner are hereby granted neutral, reciprocal easements for repair or replacement of the party wall.

Section 3: DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, deficiencies in insurance proceeds for damage to party walls only shall be shared by the Unit Owners who make use of the wall in proportion to use, without prejudice, or to the right of any Unit Owner to call for a larger contribution from the other Unit Owner under any rule of law regarding liability for negligent or willful acts or omissions.

ARTICLE VII

INSURANCE

Section 1: DUTY TO OBTAIN INSURANCE; TYPES. The Board shall cause to be obtained and maintained adequate blanket public liability insurance (including medical payments), with such limits as may be considered acceptable to the Federal National Mortgage Association (not less than \$1 million covering all claims for personal injury and property damage arising out of a single occurrence), insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its members with respect to the common areas and any other property under its jurisdiction. The Board shall also cause to be obtained and maintained fire and casualty insurance with extended coverage, without deduction for depreciation, in an amount as near as possible to the full replacement value of the common areas and facilities thereon, all buildings (including the townhome Units, and if economically available, those portions of the Units consisting of all fixtures, installations or additions comprising a part of the buildings housing the Units and initial basic floor covering, as initially installed or replacements thereof in accordance with the original plans and specifications for the Units. Such insurance shall be maintained for the benefit of the Association, the Owners, the Mortgagees, as their interests may appear as named insured, subject, however, to loss payment requirements as set forth herein. The Board of Directors shall purchase such other insurance, as necessary, including, but not limited to, errors and omissions, directors, officers and agents liability insurance, plate glass insurance, medical payments, malicious mischief, liquor liability and vandalism insurance, fidelity bonds and worker's compensation, and such other risks as shall customarily be covered with respect to Common Interest Community projects similar in construction, location and use. Fidelity bond coverage must be obtained by or on behalf of the Association for any Person or entity handling funds of the Association, including, but not limited to, officers, directors, trustees and employees of the Association and employees

of the professional managing agent of the Association. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA") and The Mortgage Corporation ("TMC"), so long as any of which is a Mortgagee or Owner of a Unit within the project, except to the extent such coverage is not available or has been waived in writing or by the FNMA, the GNMA and TMC, as applicable.

Section 2: WAIVER OF CLAIM AGAINST ASSOCIATION. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Directors and Developer, to the extent of the insurance proceeds available, whether or not the insurable danger or injury is caused by the negligence of or breach of any agreement by any of said persons.

Section 3: RIGHT AND DUTY OF OWNERS TO INSURE. It is the responsibility of each Owner to provide insurance on his personal property and upon all other property and improvements within his Lot. Nothing herein shall preclude any Owner from carrying any public liability insurance as he deems desirable to cover his individual liability for damage to personal property occurring inside on his individual Lot. Such policies shall not adversely affect or diminish any liability under insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association, to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

Section 4: NOTICE OF EXPIRATION REQUIREMENTS. If available, all of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be cancelled, terminated or expired by their terms, without ten (10) days prior written notice to the Board, Developer, Owners and their respective first Mortgages (provided that Developer, such Owners or Mortgages have filed written request with the carrier for such notice) and every other Person in interest who request such notice of the insurer.

Section 5: INSURANCE PREMIUMS. Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a common expense to be included in the general assessments levied by the Association and collected from the Owners.

Section 6: BOARD OF MANAGERS AS AGENT. In the event of loss under any policy in the name of the Association, the Board of Managers is irrevocably appointed agent for

all the Owners to adjust claims with insurance carriers and deal with all matters pertaining to the repair or reconstruction of damages areas.

Section 7: INSURANCE TRUSTEE. The Board of Managers may, with the approval of all holders of first Mortgagees, appoint an Insurance Trustee to assist the Board in carrying out its responsibilities under Section 3 above, and (or) represent the interests of all Mortgagees in the adjustment of claims and (or) the application of proceeds therefrom to repair or reconstruct.

Section 8: REPAIR OR RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY. Except as hereinafter provided, in the event of casualty loss, the Board of Managers shall arrange for the prompt and orderly repair or restoration of damaged insured properties. In the event of total destruction of a building or buildings, reconstruction shall be substantially to the same design, plan and specifications as originally build, except that the design, plan and specifications may vary from those of the original upon approval of the Association. However, the number of square feet in any townhome Unit may not vary by more than 5% from the number of square feet for such townhome Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to the destruction.

The Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance claims to the contractors engaged in such repair or restoration in appropriate progress payments. Any cost of such repair or restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Owners for such deficit as part of the common charges, except that the cost of any repair or restoration of any wall, ceiling or floor decoration or coverings or other furniture, furnishings, fixtures or equipment installed by Owners shall not constitute a common expense for assessment to all the Owners.

Section 9: DECISION NOT TO RECONSTRUCT. If $56 \frac{2}{3}$ or more in value of a building is destroyed or substantially damages and if within sixty (60) days of the date of such destruction or damage 75% or more of the Owners determine not to proceed with repair or restoration, the Property shall be subject to an action of partition at the suit of any Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance adjustments (or, if there shall have been repair or restoration pursuant to the first paragraph of this section, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Owners on an equal basis, after first paying out of the share of each Owner the amount of any unpaid liens on his townhome Unit, in the order of priority of such liens.

ARTICLE VIII

GENERAL PROVISIONS

Section 1: AMPLIFICATION: The provision of this Declaration are and may be amplified by the Articles of Incorporation and By-Laws of the Monument Heights Townhomes and by the Rules and Regulations adopted by the Association provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners as set forth herein.

Section 2: DOCUMENTS: ORDER OF PRECEDENCE. This Declaration of Covenants, Conditions, Restrictions and Easements, together with the Articles of Incorporation of the Monument Heights Townhomes Association, Inc., the By-Laws of the Association and all Rules and Regulations hereafter adopted by the Association, as the same may be lawfully amended from time to time, shall constitute the Documents of the Monument Heights Townhomes. Where conflict or discrepancy occurs in the Documents, the Declaration shall take precedence, followed by the Articles, then by the By-Laws, and lastly the Rules and Regulations.

Section 3: COMPLIANCE AND ENFORCEMENT. Each owner shall comply with the provisions of the documents. Failure to comply with any of the same shall be grounds for an action at law to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the owners, or, in proper case, by an aggrieved owner.

Failure by the Association or by any owner to enforce any provision contained in the Documents shall in no event be deemed a waiver of the right to do so thereafter. If the provisions of the Documents are enforced by appropriate proceedings by any owner or owners, such owner or owners may be reimbursed by the Association for all or any part of the cost incurred, in the discretion of the Board of the Association.

Section 4: SEVERABILITY. Invalidation of any one of the provisions of the documents by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5: DURATION. The provisions of the documents shall run with the bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any townhome Unit, their respective legal representatives, heirs, successors and assigns; for a terms of thirty (30) years from the date this Declaration is recorded, after which time said provisions of the Documents shall be automatically extended for successive periods of ten (10) years.

Section 6: AMENDMENT. This Declaration may be amended by a vote of 75% of the members of their proxies in accordance with voting procedures as set forth in the By-Laws.

The approval of an amendment by the Owner of a Unit subject to a first mortgage or deed of trust shall have consented thereto. A copy of each amendment shall be certified by at least two (2) officers of the Association and the amendment shall be effective when this Certificate is recorded.

Section 7: TRANSFER OF DEVELOPER'S RIGHTS. Any right or any interest reserved hereby to the Developer may be transferred or assigned by the Developer, either separately or with one or more of such rights or interests, to any Person or entity.

Section 8: OWNER AND ASSOCIATION REGISTERED ADDRESSES. the Owner(s) of each townhome Unit shall have one and the same mailing address to be used by the Association for the mailing of monthly statements, notices, demands and all other communications. Such mailing address shall be the only mailing address to be used by the Association.

The registered address of a townhome Unit and any change thereof shall be furnished to the Secretary of the Association in writing and shall be signed by all the owners of a townhome Unit. If no such registered address is so furnished, then the address of the townhome Unit shall be sued by the Association.

ARTICLE IX

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1: THE COMMON ELEMENTS. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive management, control, maintenance, and repair of all Common Elements, and all improvements thereon (including furnishings and equipment related thereto, utility lines, and all other improvements, facilities, or material located within or used in connection with the Common Elements), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2: BUILDING EXTERIORS. The Association shall be responsible for maintenance and repair of the exterior surfaces of all buildings on the properties, including, without limitation, the painting and repair of walls, the replacement of trim, and the maintenance and repair of roofs and siding. Such exterior maintenance shall not include glass surfaces or the maintenance and repair of windows and doors which shall be the responsibility of the owner.

Section 3: EASEMENTS OF ACCESS FOR REPAIR, MAINTENANCE AND EMERGENCIES. The Association shall maintain and repair all utility lines, including, but not limited to, water and sewer lines within the perimeter of the property. The cost of such maintenance and repairs shall be paid by the Association from its general as to any line within the boundaries of a Lot which is not a common line servicing more

than one Lot, the costs of repairs incurred by the Association may be assessed to the Lot Owner of such Lot and shall be considered a separate assessment and shall create a lien enforceable in the same manner as other assessments as set forth in Article IV.

Section 4: PAYMENT OF UTILITIES. The Association shall pay all utility charges applicable to the Common Elements, if any, and not applicable directly to each Lot.

Section 5: MANAGER. The Association may retain and pay for the services of a Person or firm to manage (the manager) the Planned Community to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of Monument Heights Townhomes or the conduct of the business of the Association, whether such personnel are employed directly by the Association or are furnished by the manager. The Association and the Board may delegate any of their duties, powers or functions to the manager, provided that any such delegation shall be revokable upon notice by the Association or Board. The owners hereby release the members of the Board from any liability for any omission or improper exercise by the manager of any such duty, power or function as delegated.

Section 6: LEGAL AND ACCOUNTING SERVICES. The Association may retain and pay for legal and accounting services necessary and proper in the operation of the Monument Heights Townhomes, the enforcement of the Declarations, or in performing any of the other duties or rights of the Association.

Section 7: CONTRACTS. Neither Declarant, nor any agent of Declarant, shall enter into any contract which would bind the Association or the Board thereof for a period in excess of one year, unless reasonable cancellation provisions are included in such contract.

Section 8: RULE MAKING. The Association may make, establish, promulgate, amend and appeal the Monument Heights Townhomes Rules and Regulations.

Section 9: ENFORCEMENT OF RESTRICTIONS AND RULES. The Association shall perform such other acts, whether or not expressly authorized by the Monument Heights Townhomes Declarations, as may be reasonably necessary to enforce any of the provisions of the Monument Heights Townhomes Declarations and the architectural committee rule.

Section 10: REAL PROPERTY FOR COMMON USE. The Association may acquire and hold for the use and benefit of all of the owners tangible and intangible personal and real property, and may Dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the owners on an equal basis.

Such interest shall not be transferrable except when the transfer of a Unit, in which case the transfer of the owner's beneficial interest in such property to the new owner is made without any reference thereto.

Each owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other owners.

ARTICLE X

RESERVED DEVELOPMENT AND SPECIAL DECLARANT RIGHTS

Section 1: RESERVATION OF WITHDRAWAL RIGHTS. Declarant reserves the right for itself and any successor Declarant to withdraw from the provision of this Declaration any Lots, Common Elements or other real property, provided however that no Lot may be withdrawn after it has been conveyed by Declarant to a Purchaser.

Section 2: ANNEXATION OF UNSPECIFIED REAL ESTATE. Declarant reserves the right for itself and any successor Declarant for a period of five years to annex and make subject to the Declaration unspecified real property in accordance with C.R.S. § 38-33.3-222.

Section 3: ANNEXATION OF SPECIFIED REAL ESTATE. Declarant reserves the right for itself and any successor Declarant for a period of five years to annex the following described property and make it subject to the Declaration:

 Lots 4, 5, and 6 of the Monument Heights Subdivision, Mesa County, Colorado.

The specified real property shall be subject to the Declaration upon occurrence of all of the following events:

- 1) the recording of a plat or map specifying the boundaries of the Lots to be annexed, and
- 2) the recording of a Declaration of Annexation by Declarant, or its successor, specifying that the property is subject to the Declaration.

Section 4: MAXIMUM NUMBER OF LOTS. The number of Lots in Monument Heights Townhomes subdivision shall not exceed 20 (Twenty).

...
...
...

IN WITNESS WHEREOF I set my hand and seal this 1st day of December, 1995.

Boyd L. Wheeler
Boyd L. Wheeler, Declarant

STATE OF COLORADO)
 : ss.
COUNTY OF MESA)

Subscribed, sworn to and acknowledged before me this 1st day of December, 1995 by Boyd L. Wheeler.

Witness my hand and official seal.



My commission expires: 4-14-97

Tami M. Garner
Notary Public

1. All of Blocks 2, 5, 6 and the West 118 feet of Block 7 and the East 118 feet of Block 1, shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars.
2. No building shall be erected, placed or altered on the above mentioned lots until the construction plans and specifications and a plan showing the location of the structure have been approved, by the building department of the City of Grand Junction. No fence walls shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless approved by the building department of the City of Grand Junction.
3. No dwelling shall be permitted on any of the above mentioned lots at a cost of less than \$8,000.00 exclusive of land, based upon cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one story, open porches and garages shall be not less than 800 square feet for a one story dwelling.
4. No building shall be located on any of these lots nearer than 25 feet to the front lot line, or nearer than 5 feet to any side lot line, or nearer than 12 feet 6 inches to any side street line.
5. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
6. No dwellings shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any having an area of less than 6000 square feet.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
8. 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.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change of said covenants in whole or in part.
11. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such matter shall be kept in a clean and sanitary condition.
14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 to 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply to any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
15. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.



First American Title Company

THE UNITED STATES OF AMERICA,

Book 11
Page 123

Certificate No. 12.

To all to Whom these Presents shall come, GREETING:

Whereas, *John Mayhew of Mesa County Colorado*

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Gunnison Colorado* whereby it appears that full payment has been made by the said *John Mayhew*

according to the provisions of the Act of Congress of the 24th of April, 1890, entitled "An Act making further provision for the sale of the Public Lands," for *the South East quarter of Section Ten in Township One South of Range One West of the Meridian in Colorado containing one hundred and eighty acres*

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *John Mayhew*

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said *John Mayhew* and to *his* heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *John Mayhew* and to *his* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I, *Benjamin Harrison* President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the *fourth* day of *June*, in the year of our Lord one thousand eight hundred and *ninety*, and of the Independence of the United States the one hundred and *forty-sixth*

BY THE PRESIDENT: *Benjamin Harrison*

By *J. M. McLean* Secretary.

J. M. Townsend Recorder of the General Land Office.



Recorded, Vol. 1 Page 476

Filed for Record the *29th* day of *Oct* A. D. 1891, at *9:40* o'clock *A. M.*

J. M. McLean
Recorder

Block 2

Neil R. Hammond
Neil R. Hammond
307 Independent Ave.

Gilberdean Hammond
AKA
Gilberdean Hammond
Gilberdean Hammond
307 Independent Ave.

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me
this 8th day of October, 1980, by Neil R.
Hammond and Gilberdean Hammond

WITNESS MY HAND AND OFFICIAL SEAL:

My commission expires: 8-15-84



Linda J. Roe
NOTARY PUBLIC

Block _____

John M. Pettus
John M. Pettus
1306 Balsam

Diana F. Simon
Diana F. Simon
1306 Balsam

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me
this _____ day of _____, 1930, by _____

WITNESS MY HAND AND OFFICIAL SEAL:
My commission expires: _____

Notary Public
NOTARY PUBLIC