

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF ALPINE VILLAGE

BOOK 2089 PAGE 771

THIS DECLARATION, Made on the date hereinafter set forth by
Alpine Meadows Development Corp., A Colorado Corporation,
hereinafter referred to as "Declarant."

WITNESSETH:

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

Alpine Village, A Replat of Lot 10, Alpine Meadows II, Mesa
County, Colorado.

NOW, THEREFORE, Declarant 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 Alpine
Village Homeowners 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 performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain
real property hereinbefore described, and such additions thereto as
may hereafter be brought within the jurisdiction of the
Association.

Section 4. Tracts A, B and C shall mean all real property
(including the improvements thereto) owned by the Association and
subject to the right of use in the following manner:

1. Tract A shall a limited common area to be utilized
solely by the owners of Lots 1, 2, 3 and 4 as a
driveway for ingress and egress.

2. Tract B shall a limited common area to be utilized solely by the owners of Lots 5, 6, 7 and 8 as a driveway for ingress and egress.
3. Tract C shall a limited common area to be utilized solely by the owners of Lots 13, 14, 15 and 16 as a driveway for ingress and egress.

No parking shall be allowed within Tracts A, B and C. The Association shall maintain such Tracts A, B and C as provided in Article II, Section 3.(h).

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

Section 6. "Declarant" shall mean and refer to Alpine Meadows Development Corp., A Colorado Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Inseparability. No part of a Lot or of the legal rights comprising ownership of a Lot may be separated from any other part thereof during the period of ownership prescribed herein, so that each Lot shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Lot. Every gift, devise, bequest, transfer, encumbrance of conveyance or other disposition of a Lot or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively of the entire Lot together with all appurtenant rights created by law or by this Declaration.

Section 2. Parking Rights. Ownership of each Lot shall entitle the owner or Owners thereof to the use of two (2) automobile parking spaces within the perimeter of each Lot.

Section 3. General Restrictions.

(a) Antennae. No exterior radio and/or television antennae shall be erected or maintained in Alpine Village.

(b) Insurance Rates. Nothing shall be done or kept in Alpine Village which will increase the rate of insurance on any Association Property without the approval of the Board, nor shall anything be done or kept in Alpine Village which would result in the cancellation of insurance on any Association Property or which would be in violation of any law.

(c) No Further Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein

less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Board for the transfer or sale of any Lot to more than one person to be held by them as tenants in common or joint tenants.

(d) Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural committee, except such signs as may be used by Declarant in connection with the development of Alpine Village and sale of residences and Lots and except such signs of customary and reasonable dimensions as 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 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 three (3) feet by two (2) feet, plain white with black block letter, shall not require Committee approval.

(e) Animals. No animals of any kind shall be raised, bred or kept, except that a reasonable number of dogs, cats or other household pets may 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 (2) 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.

(f) Air Conditioning. No window air conditioning units shall be installed. Central air conditioning systems may be installed by Owner at any time. Placement of condenser must be approved by the Architectural Committee, and the Owner must submit a placement drawing for approval.

(g) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Alpine Village, and no odors 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. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells 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 Board of Directors of Alpine Village Homeowners Association.

(h) Exterior Maintenance and Repair. No Improvement upon any property within Alpine Village shall be permitted

to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair.

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

Each Owner shall be responsible for the removal of snow and ice from his driveway and from the walks included within the boundaries of the Owner's Lot.

The Association shall be responsible for maintenance of all exterior landscaping, including but not limited to planting, weeding, fertilizing, trimming of grass, trees, shrubs and other plantings and maintaining the individual irrigation systems. The Association shall also be responsible for the removal of snow from the walks included within Alpine Village, except walks located inside individual patio or entry areas which shall be the responsibility of the corresponding Lot owner. The Association shall also be responsible for maintaining the concrete drives within Tracts A, B and C.

(i) Payment of Utilities. Each Owner shall be responsible for the payment of all utilities, including gas, electricity, telephone, trash removal, water and sewer which are provided to each Owner's Lot.

(j) Garbage and Trash Disposal. All garbage, rubbish and trash placed outdoors must be secured in covered containers of metal, rigid plastic or other sturdy material. Such containers shall be stored within the Owner's unit behind a wall where they are not visible from the street or by neighbors.

(k) Violation of Alpine Village Rules. There shall be no violation of the Alpine Village Rules once adopted by the Board after Notice and Hearing. If any Owner, his family, or any licensee, lessee or invitee violates the Alpine Village 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 thirty (30) days for each violation. Before invoking any suspension, the Board shall give such person Notice and Hearing. In the event any Owner of any Lot shall violate

any Alpine Village Rule or regulation which shall result in damage to any part of the Landscaping/Screening or Improvements thereon, the Board of Directors shall have the right after Notice and Hearing to assess the cost of repair of such damages against the Lot of the Owner or Owners responsible for such damage. Such Assessment shall be added to and become a part of the Assessment to which such Lot is subject. Notwithstanding anything to the contrary in this Declaration, the Board shall not have the power to bar any Owner from use of the Landscaping/Screening necessary to allow the Owner free access to and from his Lot, his parking areas, and a public way, whether as a pedestrian or in or upon any appropriate vehicle.

(l) Drainage. There shall be no interference with the established drainage pattern over any property within Alpine Village unless adequate provision is made for proper drainage and is approved by the Architectural Committee. For the purposes thereof, "Established Drainage" is defined as the drainage which exists at the time the overall grading of any Association Property is completed, or which is shown on any plans approved by the Architectural Committee. A permanent easement across the Landscaping/Screening for drainage purposes is hereby granted.

(m) No Hazardous Activities. No activities shall be conducted on any Property and no Improvements constructed on any Property which are or might be unsafe or hazardous to any person or Property.

(n) No Temporary Structures. No tent or shack or other temporary building, Improvement or structure shall be placed upon any property.

(o) Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any Improvement within Alpine Village, nor removal of any Improvement in Alpine Village, (other than repairs or rebuilding pursuant to Section 4(h) hereof) without the prior approval of the Architectural Committee pursuant to Article V hereof.

(p) Residential Use: Rentals. No residence shall be used for any purpose other than single-family residential purposes. No gainful occupation, profession, trade or other non-residential use shall be conducted on any such Residential Area, provided, however, that nothing in this Declaration shall prevent the rental of property within a Residential Area by the Owner thereof for residential purposes, subject to all the provisions of Alpine Village Restrictions.

(g) **Vehicle Storage and Repair.** No house trailer, camping trailer, hauling trailer, running gear or boat or accessories thereto, truck or pickup or van or camper van in excess of three-fourths (3/4) ton size shall be parked, stored, repaired, or maintained on any Lot or the landscaped areas. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residents or Owners of the Lots or to the Association or to contractors within the Properties. No vehicle of any type shall be parked on any Lot or Landscaping/Screening for the purpose of making any kind of repairs, other than routine maintenance work (e.g. engine oil change, waxing, minor engine tune-up).

(r) **Exemption of Declarant.** Nothing in the Alpine Village Restrictions shall limit the right of Declarant to complete excavation, grading and construction of Improvements to any property within Alpine Village owned by Declarant, or to alter the foregoing or to construct such additional Improvements as Declarant deems advisable in the course of development of Alpine Village so long as any Lot in Alpine Village remains unsold, or to use any structure in Alpine Village as a model home or 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 in Alpine Village owned by Declarant. The rights of Declarant hereunder and elsewhere in these restrictions may be assigned by Declarant.

Section 4. Easements.

(a) **Reciprocal Easements.** The Declarant hereby reserves for itself and the Association, their successors and assigns, a right of way and easement for maintenance and repair of all Landscaped/Screened areas, including that portion of any Lot situate between any Improvement and the street adjacent thereto. Declarant or Association shall, except in cases of emergency, furnish to all affected Owners twenty-four (24) hours' notice before exercising the rights granted by this article. Perpetual reciprocal easements for the aforementioned purposes shall exist both for the benefit and burden of all of the Owners.

(b) **Reservation of Easements.** Declarant reserves for itself and the purchaser of the existing Alpine Village 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.

Section 5. Insurance. Every Owner of a Lot shall maintain in full force an insurance policy, including fire and extended insurance coverage protection, on his unit, including personal property, wall coverings, appliances and similar such possessions. Each Owner, or his representative, shall furnish to the Association, not later than thirty (30) days after the effective date or renewal date of any such insurance policy, a written statement prepared and signed by the insurer acknowledging the amount of coverage in force and stipulating that all necessary premiums have been paid for the period of coverage set forth in the statement. Each Owner shall further advise his insurer to furnish the Association with a copy of any Notice of Termination of Coverage forwarded to the insured. This Section shall apply to each Owner, irrespective of whether or not he occupies the Improvements on any Lot(s) owned by him.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Lot Owner shall be entitled to 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 the Declarant. If title to a Lot is held by more than one person, the membership related to that Lot shall be shared by all such persons in which the title to the Lot is held. A Lot Owner 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 a Lot; provided, however, that rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Lot.

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 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 (3) 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 the total votes outstanding in the Class B membership, or

(b) on July 1, 1996.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, 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) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual 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 against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Apportionment of Common Expenses. Common Expenses shall be assessed against all Lots equally.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Alpine Village and for the improvement, maintenance and repair of the irrigation systems, landscaping, fencing & concrete drives within Tracts A, B and C.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ~~\$70.00~~ per Lot.

Amended 1
12-13-94

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5%

by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only 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 Private Open Space, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The date of commencement of both annual and special assessments as to any Lot shall commence on the date that a Certificate of Occupancy is issued for the unit constructed on that Lot. If this date is a day other than the first day of the month, the first month's assessment shall be prorated accordingly. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the

Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 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 the Private Open Space or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure 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 thereof.

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 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 (3) 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 (30) 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.

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. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way 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 twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2nd day of August, 1994.

ALPINE MEADOWS DEVELOPMENT CORP., a
Colorado Corporation

By N. K. Nourse President

By Robert L. Griffin Sec./Treas.

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me this 2nd day of August, 1994, by V. Kevin Nourse, President and Robert L. Griffin, Vice-President, of Alpine Meadows Development Corp., a Colorado Corporation.

WITNESS my hand and official seal.

My commission expires: 6-24-95

J. A. Youll
Notary Public



AMENDED DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

BOOK 2116 PAGE 597

THIS DECLARATION made this 13 day of December, 1994, by
Alpine Meadows Development Corp., a Colorado Corporation.

WITNESSETH:

1703656 10:06 AM 12/13/94
MONIKA TODD CLK&REC MESA COUNTY CO

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

Alpine Village, A Replat of Lot 10, Alpine Meadows II, Mesa
County, Colorado.

WHEREAS, on August 2, 1994 in Book 2089 Pages 771-781,
Declarant recorded a Declaration of Covenants, Conditions and
Restrictions regarding the above-described property, which
covenants in Article VI, Section 3 allowed for amendment of the
Declaration by instrument signed by not less than 90% of the lot
owners and

WHEREAS, Declarant desires to amend the Declaration of
Covenants, Conditions and Restrictions.

NOW, THEREFORE, Declarant hereby amends the Declaration of
Covenants, Conditions and Restrictions and hereby declares that all
of the properties described above shall be held, sold and conveyed
subject to the easements, restrictions, covenants and conditions of
the Declaration of Covenants, Conditions and Restrictions as
amended herein. These Covenants shall run with the real property
and be binding upon all parties having any right, title or interest
in the described properties of any part thereof, their heirs,
successors and assigns, and shall inure to the benefit of each
owner thereof.

Article II, Section 3, Paragraph (h), subparagraph 4 is
amended to read as follows:

"The Association shall be responsible for maintenance of all
exterior landscaping, including but not limited to planting,
weeding, fertilizing, trimming of grass, trees, shrubs and other
plantings and maintaining the individual irrigation piping systems.
The Association shall also be responsible for the removal of snow
from the walks on Josilyn Ct. within Alpine Village, excluding
walks, concrete drives or patios located inside individual Lots
which shall be the responsibility of the corresponding Lot owner.
The Association shall also be responsible for maintaining the
concrete drives within Tracts A, B and C."

3-Clad's

*Shirley
Mant*

Article II, Section 3, Paragraph (i) is amended to read as follows:

"(i) Payment of Utilities. Each Owner shall be responsible for the payment of all utilities, including gas, electricity, telephone, trash removal, water (irrigation and domestic) and sewer which are provided to each Owner's Lot."

Article II, Section 3, Paragraph (k), line 1 shall read as follows:

"(k) Violation of Alpine Village Rules. There shall be"

Article IV, Section 4, paragraph 1 shall read as follows:

"Section 4. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be \$ 70.00 per Lot."

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 13 day of December, 1994.



ALPINE MEADOWS DEVELOPMENT CORP., a
Colorado Corporation

By N.K. Nourse
V. Kevin Nourse, President

By Robert L. Griffin
Robert L. Griffin, Sec./Treas.

STATE OF COLORADO)
COUNTY OF MESA) ss.

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J. A. Youll
Notary Public

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3- Cul d' sac's

*Shirley
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Colorado Corporation

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V. Kevin Nourse, President

By Robert L. Griffin
Robert L. Griffin, Sec./Treas.

STATE OF COLORADO)
COUNTY OF MESA) ss.

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