

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE HELM AT FOUNTAINHEAD,
A REPLAT OF TRACT B & BLOCK 3
OF THE COVE AT FOUNTAINHEAD**

BOOK 2119 PAGE 680

WITNESSETH

1705060 09:36 AM 12/30/94
MONIKA TODD CLK&REC MESA COUNTY CO

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HELM AT FOUNTAINHEAD, A REPLAT OF TRACT B & BLOCK 3 OF THE COVE AT FOUNTAINHEAD ("Declaration"), made on the date hereinafter set forth by CONSTRUCTORS WEST, INC., 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:

See Exhibit "A" attached hereto and by this reference incorporated herein.

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 The Helm at Fountainhead Homeowners Association, Inc., its successors and assigns.

Section 2. "Common Expenses" means (i) all expenses expressly declared to be the common expenses by this Declaration, any Supplemental Declaration, or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing, or replacing the Open Space; (iii) insurance premiums for the insurance carried under the Covenants; and (iv) all expenses lawfully determined to be common expenses by the Board of Directors of the Association.

Section 3. "Lot" shall mean any parcel of Land so designated on Exhibit "A" attached hereto.

Section 4. "Master Association" shall mean the Fountainhead Master Homeowners' Association, Inc. a Colorado non-profit corporation, described in the Master Declaration.

Section 5. "Master Association Documents" shall mean the Declaration of Covenants, Conditions and Restrictions of the Fountainhead Subdivision, recorded in the office of the Clerk and Recorder of Mesa County, Colorado, and the Articles of Incorporation and the Bylaws of the Master Association, and all rules and regulations, including, but not limited to, design regulations issued by the Master Association pursuant to such documents, all as amended and supplemented from time to time.

Section 6. "Open Space" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Open Space to be owned by the Association at the time of the conveyance of the first Lot shall be all of the Property located within The Helm at Fountainhead, excepting public roads and the adjacent sidewalks which are owned by the City of Grand Junction, Colorado, and also excepting all Lots. The Open Space is so designated on Exhibit "A."

Section 7. "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 8. "Property" shall mean and refer to all of The Helm at Fountainhead as shown on Exhibit "A" attached hereto and by this reference made a part hereof together with such additions thereto as may hereafter be brought within the jurisdiction of the Association by Annexation of additional properties as provided for in Article XI, Section 4 following.

Section 9. "Successor Declarant" means any party or entity to whom Declarant assigns any or all of its rights, obligations or interest as Declarant, as evidenced by an assignment or deed of record in the office of the Clerk and Recorder of Mesa County, Colorado, designating such party as a Successor Declarant. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

Section 10. "Unit" shall mean the townhouse located on any Lot within The Helm at Fountainhead.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to all of the Open

Space which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to adopt reasonable rules and regulations for the use of the Open Space.

b. The right of the Association to suspend the voting rights and right to use of the Open Space by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

c. The right of the Association, subject to the provisions of the Articles of Incorporation, to dedicate or transfer all or any part of the Open Space to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

d. To provide access to each Lot driveways and sidewalks (other than the Public sidewalk) installed by the Declaration which may be located in whole or in part on the Open Space and, notwithstanding this fact, these sidewalks and driveways shall be for the private use and benefit of the Lot or Lots to which they are appurtenant.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Open Space to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to park not to exceed two (2) passenger cars on the driveway of said Lot outside of the garage area contained within said Lot.

ARTICLE III

GENERAL RESTRICTIONS

Section 1. Antennae. No exterior radio and/or television antennae shall be erected or maintained in The Helm at Fountainhead.

Section 2. Insurance Rates. Nothing shall be done or kept in The Helm at Fountainhead 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 The Helm at Fountainhead which would result in the cancellation of insurance on any Association Property or which would be in violation of any law.

Section 3. 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, nor shall it prevent the conveyance of Lots by trust deed or mortgage to lenders.

The Open Space shall be owned by the Association and no Owner, group of Owners, or the Association shall bring any action for partition or division of the Open Space.

Section 4. 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 The Helm at Fountainhead 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 and black block letter, shall not require Committee approval.

Section 5. Animals. No animals of any kind, excluding Homo Sapiens, 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. Each Owner shall be responsible for the control of his pets and for the clean-up of waste from his pets.

Section 6. 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.

Section 7. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Property within The Helm at Fountainhead, 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 The Helm at Fountainhead.

Section 8. Drainage. There shall be no interference with the established drainage pattern over any Property within The Helm at Fountainhead 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 any Association Property is completed, or which is shown on any plans approved by the Architectural Committee. A permanent easement across the Open Space for drainage purposes is hereby granted.

Section 9. No Hazardous Activities. No activities shall be conducted on any Property and no Improvements construed on any Property which are or might be unsafe or hazardous to any Person or Property.

*Amended
Sep 21, 12*

Section 10. Improvements and Alterations. There shall be no excavation, construction or alterations which in any way alters the exterior appearance of any of the units within The Helm at Fountainhead without the prior written approval of the Architectural Committee pursuant to Article IX hereof provided, however, that wrought iron or wooden railing around the perimeter of patio areas or the screening in of such patio areas which match the general decor of the units shall receive liberal approval by the Architectural Committee.

An extension of a step onto the grass area, in order to add a cement slab, will be allowed. The dimensions attached to that step shall not be more than 72 inches from the foundation, and 96 inches in width. It also will be at ground level, not with railings or other obvious additions.

Section 11. Space. No improvements shall be placed on the Open Space by Lot Owners and no part of the landscaping and improvements placed on the Open Space by the Association shall be in any way altered, removed or destroyed by the Lot Owners.

Section 12. 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 The Helm at Fountainhead Restrictions.

Section 13. Vehicle Storage and Repair. No house trailer, motorcycle, 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 Open Space. 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 or to vehicles kept inside of Garages. No vehicle of any type shall be parked on any Lot or Open Space for the purpose of making any kind of repairs, other than routine maintenance work (e.g., engine oil change, waxing, minor engine tune-up).

Section 14. Trash Disposal. At the time and on the day of the weekly city trash pickup date, each Owner shall place all trash

in strong plastic bags on the edge of their respective driveways immediately next to but not extending upon the sidewalk. Each Owner will be notified by the Association as to the date and time of the weekly pickup.

Section 15. Violation of The Helm at Fountainhead Rules.

There shall be no violation of The Helm at Fountainhead Rules once adopted by the Board after Notice of Hearing. If any Owner, his family, or any licensee, lessee or invitee violates The Helm at Fountainhead 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 Rule or regulation which shall result in damage to any part of the Open Space 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 Open Space 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.

ARTICLE IV

EASEMENTS

Section 1. Reciprocal Easements. The Declarant hereby reserves for itself and the Association, their successors and assigns, a right of way and easement for exterior maintenance and repair of all Improvements, and the installation and continued operation, maintenance, repair, alteration, inspection and replacement of utility lines, including but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment thereon, over, under and across the Open Space and 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.

Section 2. Easements for Encroachments. If any portion of an Improvement encroaches upon the Open Space, or upon an adjoining Improvement, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of the Open Space encroaches upon an Improvement a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such

encroachments and easements shall not be considered or determined to be encumbrances either on the Open Space or the Improvements.

Section 3. Reservation of Easements. Declarant reserves for itself and the purchaser of any Lot at The Helm at Fountainhead the use of the easements set forth in this Article IV 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 4. Easement for Utilities. The Declarant hereby grants a right of way and easement for utility purposes including, but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment over, under and across the Open Space. Such utility easements and rights of way shall be binding upon the Declarant and the Association and their respective successors and assigns.

ARTICLE V

IMPROVEMENTS AND ASSURANCES MADE BY DECLARANT

Section 1. The following improvements and all fees arising in connection with the same shall be made and paid for by and the sole cost and expense of the Declarant.

- a. All streets, curbs and sidewalks.
- b. All landscaping within the Open Spaces.
- c. All gas, domestic water, electrical, cable TV and phone hookups providing service to each Lot.
- d. All irrigation water systems servicing the open areas.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have one class of voting membership, being all Owners of Lots within The Helm at Fountainhead who 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.

ARTICLE VII

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 improvement, 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.

Section 2. Maximum Annual Assessment. Until January 1, 1996, the maximum annual assessment shall be Twelve Hundred Dollars (\$1,200.00) per Lot payable in monthly increments not to exceed One Hundred Dollars (\$100.00) per month.

a. From and after January 1, 1996, 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, 1996, 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 3. 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 that 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 Open Space, including fixtures and personal Property related thereto, provided that any such assessment in excess of \$3,000.00 shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. 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 the Properties and for the improvement and maintenance of the Open Space and to the extent as hereinafter set forth to provide for

certain insurance, maintenance, upkeep and repair of the improvements located within the Lots.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. 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 the 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 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments. The date of commencement of both annual and special assessments as to any lot shall commence on the date that a certificate of occupancy issues on 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 pro-rated accordingly. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 of 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 8. 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 Open Space or abandonment of his Lot.

Section 9. 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

payment 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.

Section 10. Owner's Failure to Maintain or Repair. In the event that a Lot and the improvements thereupon are not properly maintained and repaired by an Owner, or in the event that the improvements on the Lot are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with this Declaration.

ARTICLE VIII

PAYMENT OF EXPENSES

Section 1. The Association shall pay the following expenses:

- a. All irrigation water assessments.
- b. All watering, maintenance or upkeep of the Open Spaces and all improvements located therein (excepting private sidewalks and driveways).
- c. All winterizing of evaporative type air conditioning in the fall and all reactivation of same in the spring.
- d. All required snow removal on public sidewalks and private driveways.
- e. Repainting and reroofing of the units on an as-required basis determined by the Architectural Committee.
- f. Fire and extended insurance coverage for all units with full replacement cost (less \$500.00 deductible).
- g. The Association and its officers and its Property shall have the following coverage:
 - (1) \$2,000,000 general aggregate coverage.
 - (2) \$2,000,000 products/completed operations aggregate.

- (3) \$1,000,000 personal injury.
 - (4) \$1,000,000 for each occurrence.
 - (5) \$50,000 damage legal.
 - (6) \$5,000 medical payments per each person.
 - (7) ²\$1,000,000 directors and officers liability.
 - (8) \$25,000 employee dishonesty.
 - (9) \$25,000 loss of money and securities by robbery.
- h. General expenses for management, accounting and legal.
 - i. Reserves for repair, replacement and operations.

This policy will not cover the personal property of the Owner nor will it cover replacement or repair of wall and floor coverings or personal liability for property damage or personal injury occurring upon the Lot or upon the private sidewalks and driveways appurtenant to said Lot.

Section 2. The individual Lot Owner shall be responsible to pay the following expenses:

- a. Monthly Homeowner Association fees.
- b. All utilities excepting irrigation water.
- c. All insurance on personal property and wall and floor coverings within the unit and personal liability for property damage or personal injury occurring upon the Lot or upon the private sidewalks and driveways appurtenant to said Lot.
- d. All real property taxes assessed against the unit which real property taxes will include the unit's proportionate interest in the Open Space.
- e. Snow removal within the Lot and from the private sidewalks appurtenant to the Lot. ✓

Section 3. The street and sidewalks will be owned by the City of Grand Junction and all replacement/repair of same shall be at the expense of the City. Snow removal from the street but not from the sidewalks shall also be at the expense of the City.

Amendment 1 Replaces
Page 11 in total.

Amendment found at
end of this document.

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 X

COVENANTS RELATING TO THE MASTER ASSOCIATION.

Section 1. Master Association Matters. Each Owner, by accepting a deed to a Lot, recognizes that (a) the Property is subject to the Master Association documents, (b) by virtue of his ownership, he has become a Member of the Master Association, (c) such Owner is subject to any rules and regulations of the Master Association, and (d) pursuant to the Declaration of the Master Association, an Owner is a Member of the Master Association and is entitled to all of the benefits and subject to all of the burdens of membership. Each Owner, by accepting a deed to a Lot, acknowledges that he has received a copy of the Master Association documents. The Owner agrees to perform all of his obligations as a Member of the Master Association as they may from time to time exist, including, but not limited to, the obligation to pay assessments as required under the Master Association documents.

Section 2. Enforcement of Master Association Declarations. The Association shall have the power, subject to the primary power of the Board of Directors of the Master Association, to enforce the covenants and restrictions contained in the Master Association Declaration, but only if said covenants and restrictions relate to the Property, and to collect assessments on behalf of the Master Association.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and

charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no 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.

Section 4. Annexation of Additional Properties.

a. On or before January 1, 2000, Declarant shall have the absolute right to annex those properties designated as Future Phase on Exhibit "B" by filing with the Clerk and Recorder of Mesa County a Plat of these additional properties. Upon the filing of said plat, all Open Spaces as shown on Exhibit "B" shall automatically become a part of the Open Spaces owned by the existing Association and all of the provisions of this Declaration shall also automatically apply to these additional properties. All townhouses erected on the Lots described in Exhibit "B" shall conform in design and decor to the townhouses situate in Phase One (Exhibit "A") so that the entire development shall constitute a single compatible and harmonious community.

b. In addition to the annexation set forth in paragraph (a) above, Declarant may annex additional properties by filing with the Clerk and Recorder of Mesa County, Colorado, no later than December 31, 2010, one or more plats showing the properties to be included in any such additional annexations together with any covenants, conditions, restrictions or easements which may be peculiar to such additional properties. Any such additional annexations shall:

(1) Automatically operate to transfer to the Association the Open Spaces shown on any additional plats.

(2) The additional Lots set forth on any such additional plat shall be subject to all of the terms and conditions of this amended declaration together with any supplemental declarations which may be peculiar to such additional properties.

(3) The Lot sizes and general layout set forth on such additional annexation plats shall be similar in size and

A Tract of land located in a Portion of the "The Cove at Fountainhead" a subdivision located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, more fully described as follows:

Beginning at the most southerly corner of the parcel whence the southeast corner of Section 33, Township 1 North, Range 1 West, Ute Meridian bears S 73° 50' 46" E, 687.77 feet;

1. Thence northeasterly 263.73 feet along the arc of a circular curve concave to the southeast with a radius of 225.00 feet, a delta of 67° 09' 30" and a chord bearing N. 33° 25' 15" E, 248.89 feet;
2. Thence N. 67° 00' 00" E, 93.36 feet;
3. Thence northeasterly 205.22 feet along the arc of a circular curve concave to the northwest with a radius of 175.00 feet, a delta of 67° 11' 29" and a chord bearing N. 33° 24' 16" E, 193.67 feet;
4. Thence N 00° 11' 25" W, 20.71 feet;
5. Thence S 89° 48' 31" W, 330.73 feet;
6. Thence S 00° 09' 30" E, 425.49 feet to the Point of Beginning.

The Parcel as described above contains 1.604 acres more or less.

1747084 0129PM 02/20/96
MONIKA TODD CLK® MESA COUNTY CO

The following paragraphs of Section #1 last paragraph and Section 2 c. of this page have been corrected and re-recorded to replace page 11 of Declaration of Covenants, conditions and restrictions of The Helm at Fountainhead, a replat of Tract B and Block 3 of The Cove at Fountainhead, a recorded at Book 2119 Page 680, Mesa County Colorado.

- (3) \$1,000,000 personal injury
- (4) \$1,000,000 for each occurrence
- (5) \$50,000 damage legal
- (6) \$5,000 medical payments per each person
- (7) \$2,000,000 directors and officers liability
- (8) \$25,000 employee dishonesty
- (9) \$25,000 loss of money and securities by robbery

- h. General expenses for management, accounting and legal
- i. Reserves for repair, replacement and operations.

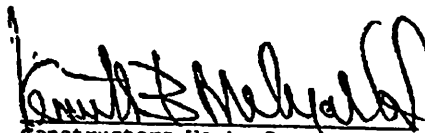
This policy will not cover the personal property of the Owner or personal liability for property damage or personal injury occurring upon the Lot or upon the private sidewalks and driveways appurtenant to said Lot.

Section 2. The individual Lot Owner shall be responsible to pay the following expenses:

- a. Monthly Homeowner Association fees
- b. All utilities excepting irrigation water
- c. All insurance on personal property and personal liability for property damage or personal injury occurring upon the Lot or upon the private sidewalks and driveways appurtenant to said Lot.
- d. All real property taxes assessed against the unit which real property taxes will include the unit's proportionate interest in the Open Space.
- e. Snow removal within the Lot and from the private sidewalks appurtenant to the Lot.

Section 3. The street and sidewalks will be owned by the City of Grand Junction and all replacement/repair of same shall be at the expense of the City. Snow removal from the street but not from the sidewalks shall also be at the expense of the City.


Richard Weber


Constructors West, Inc.
Bruce Milyard, President

**Article 111 Book 219, Page 684, Section 10 of the Declaration of Covenants,
Conditions and restrictions of the Helm at Fountainhead Homeowners
Association**

“Improvements Alterations”

On September 21, 2012 it was voted by the majority of our Home Owners that an extension of a step onto the grass area, in order to add a cement slab, will be allowed. The dimensions attached to that step shall not be more than 72 inches from the foundation, and 96 inches in width. It also will be at ground level, not with railings or other obvious additions.