

AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF COLONY PARK, FILING NO. 2

BOOK 1926 PAGE 560

WITNESSETH:

1615402 02:00 PM 09/29/92
MONIKA TODD CLK&REC MESA COUNTY CO

WHEREAS on April 17, 1992, Alco Joint Venture, a Colorado joint venture, as declarant executed a document entitled Declaration of Covenants, Conditions & Restrictions of Colony Park, Filing No. 2 which document was recorded on April 23, 1992, and was filed in Book 1895 at Page 158 of the records of the County Clerk & Recorder of Mesa County, Colorado (Declaration); and

WHEREAS said document was defective in the following particulars:

1. A vital description and a vital Exhibit were not attached to the declaration at the time of recording;
2. While many of the provisions of said document were correct and will be unchanged by this amendment, they were intermingled in such a manner as to render the reading and understanding of the document extremely difficult for prospective buyers and lenders;
3. Certain of the provisions were either conflicting or ambiguous; and
4. Certain important provisions were totally omitted; and

WHEREAS, Declarant is still the owner of all of Colony Park Filing No. 2.

NOW THEREFORE to correct the defects as above set forth and to avoid the necessity of cross comparing the provision of the original declaration against the provisions of this amendment, Declarants hereby delete in their entirety all of the provisions of the original Declaration and substitute in lieu thereof the following provisions to-wit:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Colony Park Homeowners Association, Inc., 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. "Property" shall mean and refer to all of Colony Park Filing No. 2 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 X Section 4 following.

Section 4. "Lot" shall mean any parcel of Land so designated on either Exhibit A or Exhibit B attached hereto.

Section 5. "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 Colony Park Filing No. 2, excepting Cider Mill Road 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 6. "Unit" shall mean the townhouse located on any lot within Colony Park Filing No. 2.

ARTICLE II BOOK 1926 PAGE 561

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 adjoining Cider Mill Road) will be installed by the Declarant 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 By-Laws, 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 Colony Park.

Section 2. Insurance Rates. Nothing shall be done or kept in Colony Park 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 Colony Park 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.

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 Colony Park 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 Colony Park, 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 Colony Park Homeowners Association.

Section 8. Drainage. There shall be no interference with the established drainage pattern over any property within Colony Park 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 constructed on any property which are or might be unsafe or hazardous to any Person or property.

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 Colony Park 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.

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 Colony Park 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 Colony Park Rules. There shall be no violation of the Colony Park Rules once adopted by the Board after Notice of Hearing. If any Owner, his family, or any licensee, lessee or invitee violates the Colony Park 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 Colony Park 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 Improvement.

Section 3. Reservation of Easements. Declarant reserves for itself and the purchaser of the existing Colony Park property 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 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.
- E. All fences, entry ways and subdivision identification signs surrounding the outer perimeters of the subdivision, it being understood that the East fence shall be chain link fence and the North, South and West fences shall be fences not exceeding six foot in height and designed to ensure the privacy and security of the subdivision and shall enclose the outer perimeters of all of the property described in both Exhibits A and B attached.
- F. Five (5) shares of the capital stock of the Grand Valley Irrigation which has been calculated by a water engineer to be sufficient irrigation water for all of the properties set forth on both Exhibits A and B attached shall be purchased by the Declarant and conveyed to the Association.
- G. A ten (10) year Home Owners Warranty policy insuring against major structural defects in the units will be supplied to each lot owner.
- H. A community mail box and bulletin board at a centrally located point determined by the Declarant.

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 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 two (2) 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 January 1, 1995.

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 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.

Section 2. Maximum Annual Assessment. Until January 1, 1993, the maximum annual assessment shall be Nine Hundred Dollars (\$900.00) per Lot payable in monthly increments not to exceed Seventy-five Dollars (\$75.00) per month.

(a) From and after January 1, 1993, 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, 1993, 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 each class of 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 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 (½) 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 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 prorated 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 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 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 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 VIII
BOOK 1926 PAGE 567
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) \$1,000,000 directors and officers liability.
 - (8) \$25,000 employee dishonesty.
 - (9) \$25,000 loss of money and securities by robbery.

Please note that 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 home owner 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 have been accepted 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.

ARTICLE IX

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

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 one hundred percent (100%) 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 April 1, 1993, Declarant shall have the absolute right to annex those properties designated as Future Phase on Exhibit A and as delineated in detail 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 amended 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 such 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 layout to those depicted on Exhibits A and B and again the design and decor of the townhouses situate in any such additional annexations shall confirm in design and decor to the townhouses erected on the lots situate in Exhibits A and B attached so that the entire project shall constitute an enlarged but compatible and harmonious community.

NOW, THEREFORE, Declarant hereby declares that all of the above properties, including all annexed properties shall be held, sold and conveyed subject to all of the provisions and conditions as above set forth (together with any additional provisions contained in declarations covering annexed properties) which are for the purposes 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28 day of June, 1992.

ALCO JOINT VENTURE

By Kenneth B Milward
Co-Venturer

By Richard V. Turner
Co-Venturer

DECLARANT

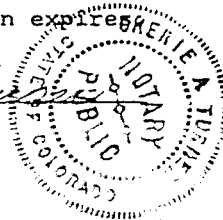
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing was acknowledged before me this 28th day of June, 1992, by Kenneth B Milward and Richard V. Turner as Co-Venturers of Alco Joint Venture.

WITNESS my hand and official seal. My commission expires

2-2-95

Christine P. Turner
Notary Public



CORRECTION OF AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF COLONY PARK, FILING NO. 2

1698863 02:53 PM 10/24/94
MONIKA TODD CLK REC MESA COUNTY CO

WHEREAS, Amendments to the Declaration of Covenants, Conditions and Restrictions of Colony Park, Filing No. 2 were recorded September 29, 1992 in Book 1926 at Page 560 of the records of the Mesa County Clerk and Recorder.

WHEREAS, Exhibits A and B were inadvertently omitted from said Amendments.

WHEREAS, it is the intent and desire of the undersigned to correct said omission.

NOW, THEREFORE, the attached Exhibits A and B are hereby incorporated into said Amendments with the same force and effect had they have been recorded concurrently with said Amendments.

IN WITNESS WHEREOF, the undersigned, being the Declarant therein, has hereunto set its hand and seal this 21st day of October, 1994.

ALCO JOINT VENTURE

by: Robert V. Turner

ROBERT V. TURNER, CO-VENTURER
by: Kenneth B. Milyard, Jr.

KENNETH B. MILYARD, JR., CO-VENTURER

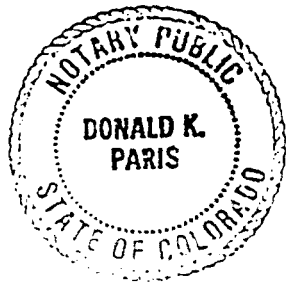
STATE OF COLORADO)
) SS.
COUNTY OF MESA)

The foregoing was acknowledged before me this 21st day of October, 1994, by KENNETH B. MILYARD, JR., and ROBERT V. TURNER as Co-Venturers of Alco Joint Venture.

WITNESS my hand and official seal.

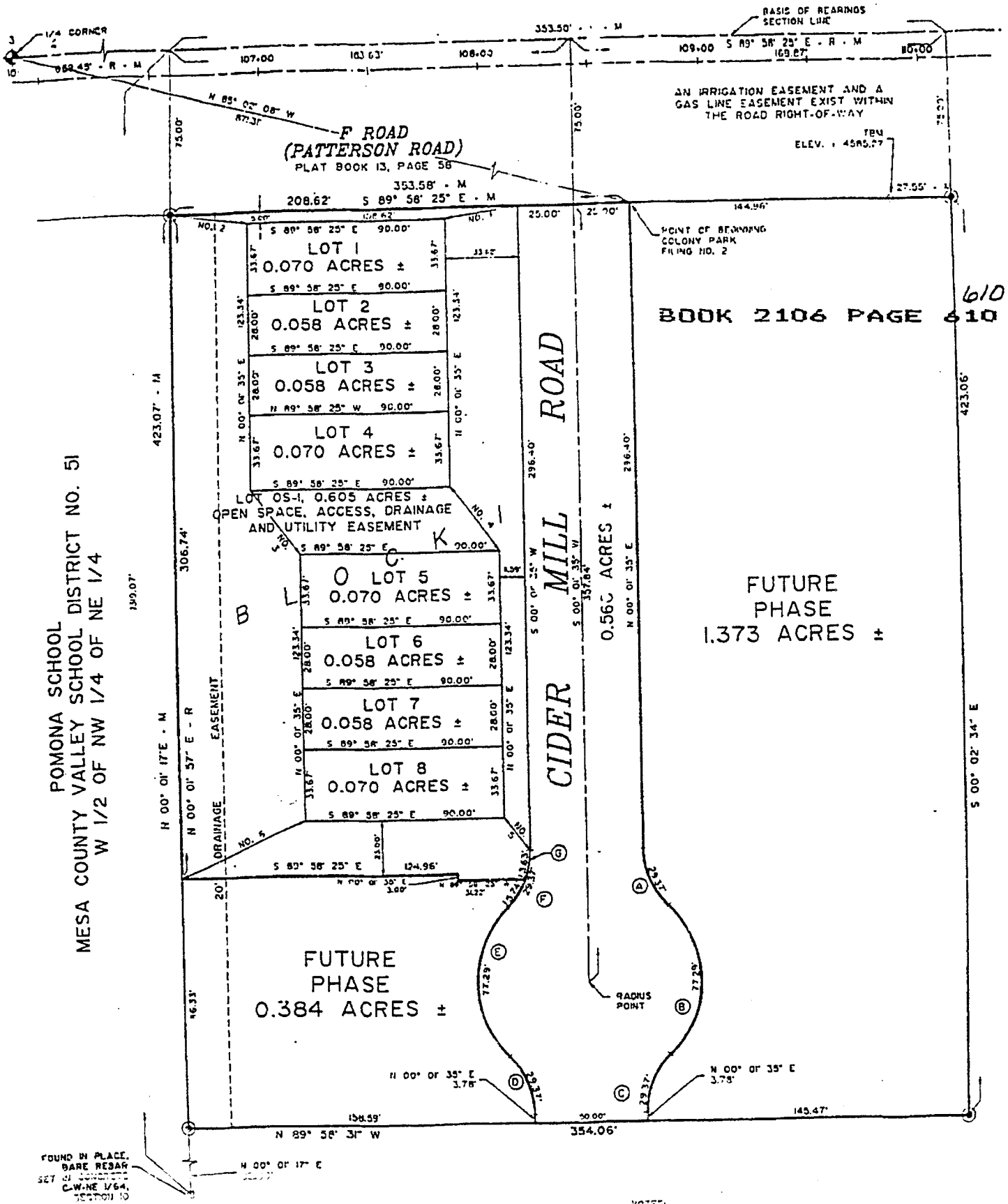
MY COMMISSION EXPIRES: Aug 24, 1997

Donald K. Paris
Notary Public



"EXHIBIT A"

COLONY PARK, FILING NO. 2: A REPLAT OF A PORTION OF COLONY PAR



POMONA SCHOOL DISTRICT NO. 51
 MESA COUNTY VALLEY SCHOOL
 W 1/2 OF NW 1/4 OF NE 1/4

BOOK 2106 PAGE 610

FUTURE PHASE
 1.373 ACRES ±

FUTURE PHASE
 0.384 ACRES ±

BASIS OF BEARINGS
 SECTION LINE
 AN IRRIGATION EASEMENT AND A
 GAS LINE EASEMENT EXIST WITHIN
 THE ROAD RIGHT-OF-WAY
 TBM
 ELEV. 4585.27

FOUND IN PLACE,
 BARE REBAR
 SET IN CONCRETE
 C.W. NE 1/64,
 SECTION 10

NOTES:
 BASIS OF BEARINGS: THE SECTION LINE
 4. MURPHY

July 30, 1999

Colony Park Homeowners Assoc. Inc.
A Colorado Non-Profit Corporation

Rules and Regulations

Preamble

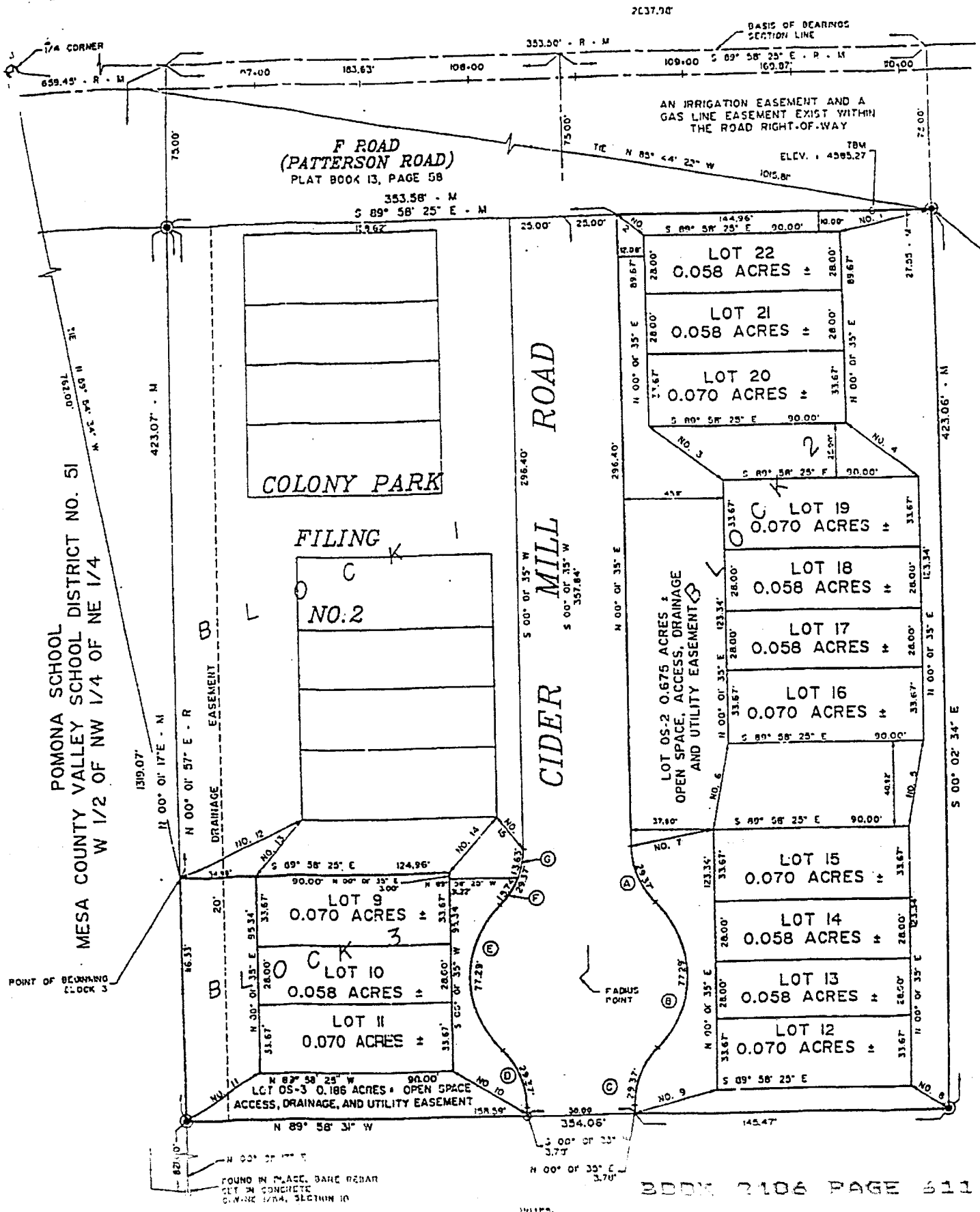
Colony Park Homeowners Association, Inc. is a mature adult community with a common interest in maintaining a neighborhood that is safe, quiet and with an overall attractive appearance of which all homeowners may be proud. In accordance with the By-Laws, Article 4, Section 9, and Declaration of Covenants of this Association, these rules have been enacted for the general benefit of the owners, tenants and guests. Every effort is made by the association to enhance the quality of life for all residents and protect each owner's investment in their property. By using the Covenants as a guide, supplemented by these rules, every owner or tenant should get the most enjoyment and long term benefit from living in Colony Park.

Rules:

- A. Owners are deemed responsible for infractions committed by their tenants, or visitors and their children. (Covenants – Article III, Section 15.)
- B. No sound generating device, musical or otherwise, may be allowed to produce any noise that disturbs anyone in the Colony Park neighborhood. (Covenants - Article III, Section 7.)
- C. There can be no signs erected for advertisement or notices posted without permission from Officers or the Board of Directors. (Covenants – Article III, Section 4.)
- D. Garments, rugs, clothing and other household clutter may not be hung anywhere outside the buildings within view of Cider Mill Rd., or any other city street. (Covenants – Article III, Section 7.)
- E. Fireworks are considered a hazardous and noisy activity and are not allowed. Also, firearms must not be discharged in Colony Park except in self-defense, according to Colorado Law. (Covenants – Article III, Section 9 and applicable local law.)

- F. There can be no flammable, combustible or explosive substances kept on the properties except those required for normal household use, and in small quantities. (Covenants – Article III, Section 2 and 9.)
- G. Vehicles and Parking: Covenants – Article II, Section 3 and Article III, Section 13 and 15 are very specific regarding vehicles and parking and should be read by owners and other occupants. Generally, permanent parking of recreational vehicles and trailers is prohibited outside of garages. Two vehicles total – either automobiles or trucks ¾ ton or less, are the maximum allowed in any driveway on a regular basis. (It is recommended that vehicles be garaged when not in use.) Parking is not allowed on sidewalks and all driveways are to be kept clean and free of oil and other automobile fluids.
- H. Animals are not to be housed or kept outside of the townhouses. It is expected that pets will be kept under control at all times and prevented from being a nuisance or hazard to other residents. The keeping of large animals over 25 pounds is inadvisable and exotic pets are not permitted. Each owner is responsible for the behavior of their animal and the cleanup of animal waste. Colony Park will not be held liable or responsible for any damage to property or persons caused by any animal kept at the townhouse development. (Covenants – Article III, Section 5.)
- I. No exterior additions, changes or alterations to the townhouses and/or grounds are permitted without the written permission of the Architectural Committee. Landscaping of the open space is the responsibility of the Association. (Covenants – Article III, Section 10, 11 and Article IX.)
- J. Townhouse owners will be assessed the cost of maintenance or repairs caused by the negligent or willful acts of the owners, his/her family, renters or visitors. (Covenants – Articles III, Section 15.)
- K. City trash receptacles are to be removed from the sidewalks as soon as practical after trash pickup and stored so as not to be visible from the streets. (Covenants – Article III, Section 14.)
- L. Townhouses are to be used for residential purposes only. Business or commercial activity is not permitted. (Covenants – Article III, Section 12.)
- M. Rental property tenants are to be given a copy of the Covenants and these Rules and Regulations with the expectation that they will be in full compliance with them while residing in a Colony Park Townhouse.
- N. The Officers/Board or its authorized representative shall have the right, power and authority to enforce the provisions in a manner consistent with the purpose for which they are intended.

COLONY PARK, FILING NO. 3: A REPLAT OF A PORTION OF COLONY PARK FILING NO. 1



POMONA SCHOOL DISTRICT NO. 51
 MESA COUNTY VALLEY SCHOOL DISTRICT NO. 1/4
 W 1/2 OF NW 1/4 OF NE 1/4

F ROAD
 (PATTERSON ROAD)
 PLAT BOOK 13, PAGE 58

COLONY PARK

FILING NO. 2

CIDER MILL ROAD

LOT OS-2 0.675 ACRES ±
 OPEN SPACE, ACCESS, DRAINAGE
 AND UTILITY EASEMENT

LOT 22
 0.058 ACRES ±

LOT 21
 0.058 ACRES ±

LOT 20
 0.070 ACRES ±

LOT 19
 0.070 ACRES ±

LOT 18
 0.058 ACRES ±

LOT 17
 0.058 ACRES ±

LOT 16
 0.070 ACRES ±

LOT 15
 0.070 ACRES ±

LOT 14
 0.058 ACRES ±

LOT 13
 0.058 ACRES ±

LOT 12
 0.070 ACRES ±

LOT 9
 0.070 ACRES ±

LOT 10
 0.058 ACRES ±

LOT 11
 0.070 ACRES ±

LOT OS-3 0.186 ACRES ±
 OPEN SPACE
 ACCESS, DRAINAGE, AND UTILITY EASEMENT

FOUND IN PLACE, BARE REBAR
 SET IN CONCRETE
 C.W. 1/2" DIA, 31.25" IN