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~~FACE DOCUMENT~~

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF FRUITVALE MEADOWS SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FRUITVALE MEADOWS SUBDIVISION, made the date hereinafter set forth by CASAS DEL TIERRA, INC., a Colorado corporation, hereinafter referred to as "Declarant".

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

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

NOW, THEREFORE, Declarant hereby declares that all of the property 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 property or any part thereto, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Architectural Control Committee" shall mean and refer to the Architectural Control Committee set forth at Article VI of this Declaration.

Section 2. "Association" shall mean and refer to Fruitvale Meadows Homeowners Association, Inc., its successors and assigns.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. Such Common Area shall include all open space dedicated on the Fruitvale Meadows Subdivision plat.

Section 4. "Declarant" shall mean and refer to Casas Del Tierra, Inc., 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.

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

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of 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 7. "Properties" shall mean and refer to that certain real property herein described in Exhibit "A", including any additional Lots and other real property as may later be brought within the jurisdiction of the Association pursuant to Article VII hereof.

**ARTICLE II
PROPERTY RIGHTS IN THE COMMON AREA**

Section 1. Owners' Right of Enjoyment. In compliance with the provisions of the Colorado Common Interest Ownership Act of the State of Colorado, and subject to the provisions of Section 2 of this Article, every Owner shall have a nonexclusive right to enjoy and use the facilities, if any, within the Common Area, and such right shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Owner's Rights. The right of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to promulgate and publish rules and regulations with which each Owner shall strictly comply;
- b. The right of the Association, as provided in its Articles and Bylaws, to suspend the voting rights of an Owner for an period during which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for an infraction of its published rules and regulations; and
- c. The right of the Association to close or limit the use of the Common Area while maintaining, repairing and/or making replacements in the Common Area.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on his Lot.

**ARTICLE III
THE ASSOCIATION**

Section 1. Membership. Every Owner of any Lot within Fruitvale Meadows Subdivision shall be entitled and required to be a member of the Association, a non-profit corporation organized under the laws of the State of Colorado, which Association shall be organized and made effective by the Declarant. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting. The Association shall have one class of voting membership, and each Owner 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, and 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.

Section 3. Obligations and Powers of Association. The Association shall have the obligation, subject to and in accordance with this Declaration, to perform certain duties for the benefit of the Owners of each Lot within the Properties, including administration of the irrigation practices and maintenance of the Common Elements for Fruitvale Meadows Subdivision, and shall have general powers to enforce any lien for assessments set forth in Article IV hereof, as provided by the Colorado Common Interest Ownership Act. The Association shall reimburse the Owners of Lot 1, Block 1 and Lot 1, Block 2 on a monthly basis for fees and expenses incurred by those Owners in providing water for the irrigation of any portion of the Common Elements.

**ARTICLE IV
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 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. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide and maintain the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of 75% of the Lots to nondeclarant Owners, the maximum annual assessment shall be One Hundred Fifty Dollars (\$150.00) per Lot.

a. From and after January 1 of the year immediately following the conveyance of 75% of the Lots to nondeclarant Owners, 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 75% of the Lots to nondeclarant Owners, the maximum annual assessment may be increased above 5% by a vote of two thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for the purpose.

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

Section 4. Special Assessment 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 any portion of the Common Area, 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 the members who are voting in person or by proxy at a meeting called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purposes 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 and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to a nondeclarant Owner. The first annual assessment shall be adjusted according to the number of months and days 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 eighteen percent (18%) 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 nonuse of the Common Area, or by 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 that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V USE RESTRICTIONS

Section 1. Use of Lots. The Lots and any buildings or structures now or hereafter erected thereon shall be subject to the Ordinances and the Zoning and Development Code of the City of Grand Junction, Colorado. Such Lots and buildings or structures shall be used for and occupied as single family residences only, not to exceed 2 stories. The outside measurement of above grade floor area of each residence, exclusive of porches, patios, and garages, shall not be less than 900 square feet in the case of a single story residence, and 1,200 square feet in the case of a two story residence

Section 2. 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 unless approved in writing by a majority of the Owners of the Properties; provided, however, that nothing herein shall be deemed to prevent or require the approval 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.

Section 3. Fences. Fences or hedges shall be permitted within the Properties, subject to compliance with City of Grand Junction zoning code requirements. No fence higher than 4 feet (open) or 2.5 feet (solid) shall be allowed along the west boundary (adjacent to 30 $\frac{3}{4}$ Road) of Lots 1 and 4, Block 1. Side and rear lot line privacy fences of six feet or less in height shall be permitted subject to approval of style and materials by the Architectural Control Committee.

Section 4. Nuisance. No obnoxious, offensive or other activity which would constitute a public or private nuisance or annoyance to the neighborhood will be permitted. Activities that are or might be unsafe or hazardous to any person or property, such as open fires (except in a contained barbecue unit while attended in use for cooking purposes), burning of trash or rubbish, and the storage of hazardous materials are

specifically prohibited. No Lot shall be used or maintained as a dumping ground for trash or rubbish or as a storage area for junk. Trash, garbage and other waste must be kept in appropriate containers until properly disposed of. All equipment for the storage or disposal of trash or rubbish shall be kept in a clean and uncluttered condition and out of sight from the subdivision streets except as necessary for pickup.

Section 5. Animals. No dangerous or wild animals, including rabbits or poultry, will be kept on any Lot. A reasonable number of dogs, cats or other animals generally considered acceptable as household pets will be permitted so long as they remain in control of the Lot Owner and are not kept or bred for any commercial purpose.

Section 6. Firearms, Explosives. No firearms, fireworks, explosives, air rifles, BB guns, crossbows or similar devices shall be discharged on the Properties.

Section 7. Advertising. No advertising signs, billboards or unsightly objects shall be maintained or erected on any Lot, except as follows: (1) one "For Sale", "For Lease", or "For Rent" sign may be posted per Lot in dimensions permitted by the regulations of the City of Grand Junction, Colorado; and (2) Declarant reserves the right to display such signs of permitted dimensions in order to accomplish the further development of the Properties and sale of Lots therein.

Section 8. Vehicle Storage and Parking. Storage of inoperable vehicles or automobiles on any Lot or street in the subdivision is strictly prohibited. Storage of automobiles, trucks, campers, boats, snowmobiles, other recreational vehicles, motorcycles, motor bikes and/or any vehicle of any other description shall be limited to off-street areas on individual Lots such as garages, driveways, or areas constructed by Owners for such specific purpose in a manner consistent with the preservation and enhancement of the value of the Properties and visual appearance of the subdivision. Temporary parking for reasonable time periods of currently licensed, operable vehicles in current use owned by Owners or their guests or invitees on subdivision streets shall be permitted. No commercial vehicles shall be stored or parked on any Lot or street in the subdivision, except those incidental to business or service calls to Owners, their guests and invitees. Repair of automobiles and other vehicles on Lots or streets within the subdivision shall be limited to minor repairs performed by an Owner on his own vehicles. Further, any and all vehicle and outdoor storage shall be subject to the provisions of the City of Grand Junction Zoning and Development Code.

Section 9. Failure of Owner to Maintain Lot. The Association or Declarant upon the failure of the Owner or tenant of any Lot to maintain his site and improvements, including the payment of any taxes assessed thereon, in a reasonable and satisfactory manner as determined by the Association, or upon use by the Owner or tenant in a manner inconsistent with these covenants, may enter upon the site and repair, maintain, rehabilitate, and restore the premises and/or improvements or abate the improper use or

pay the taxes thereon, and any costs shall be shall be charged against the Owner or tenant of said Lot and collected in the manner set forth in Article IV hereof.

Section 10. Adjacent Agricultural Use. It is specifically understood and recognized that agricultural land uses and practices are being conducted on properties adjoining the subdivision and that such routine practices of plowing, spraying and cultivating said properties are not to be interfered with or objected to by the Owners of the Lots in the subdivision.

Section 11. Temporary and Accessory Structures. No structure of a temporary nature, such as a tent, trailer house, or recreational vehicle, and no garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Detached accessory buildings for nonresidential use such as storage sheds are permitted subject to applicable setback requirements. No elevated or underground tanks of any kind shall be permitted on any Lot or other area of the Properties.

Section 12. Exterior Maintenance and Repair. Each Lot and the structures thereon and landscaping thereof shall be kept and maintained in good order and repair in a manner consistent with the preservation and enhancement of the value of the Properties and visual appearance of the subdivision. Front yard landscaping must be completed within one year of issuance of a building permit on any Lot from the requisite governmental authority.

**ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Appointment of Architectural Control Committee. The Architectural Control Committee (hereinafter the "Committee") shall consist of three (3) persons to be appointed by a majority of the Board. A shareholder of the corporate Declarant, Casas Del Tierra, Inc shall chair the initial Committee.

Section 2. Submission of Plans. Copies of plans and specifications relating to a proposed improvement, including, but not limited to, residences, fences, garages and outbuildings, shall be submitted to the Committee for review and final approval. Plans and specifications shall contain, without limitation, the plot plans showing layout, including setbacks, flow and manner of surface drainage, finish and natural grade elevations, floor plans showing overall dimensions, roof plans showing pitch, roof materials, color, exterior elevations showing doors, windows and exterior materials and colors, and a perspective sketch if required, and other details necessary to explain any feature or component of the proposed improvement(s).

Section 3. Matters Considered. The Committee shall consider the aesthetic and functional design of any proposed improvement(s) as to the quality of workmanship and

materials, harmony of exterior design with existing improvements, location with respect to topography and finished grade elevation, and the preservation and enhancement of the value and visual appearance of existing improvements.

Section 4. Approval. The Committee shall approve or disapprove all written plans within fifteen (15) days after submission. In the event the Committee fails to take any action within such fifteen (15) day period, the proposed improvement(s) shall be deemed to be approved. The majority vote of the Committee shall be required for the approval or disapproval of any proposed improvement(s).

Section 5. Limitation on Liability. The Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request. The actions of the Committee shall be deemed conclusively binding upon the Owners.

**ARTICLE VII
EXPANSION**

Section 1. Reservation of Right to Expand. Declarant reserves the developmental right to expand the Properties to include additional Lots at any time without approval by the Lot Owners. This right of expansion shall expire on December 31, 2010. Expansion property is included in and legally described on Exhibit "A" attached hereto and by this reference incorporation herein.

Section 2. Amended or Supplemental Plat(s). Expansion may be accomplished by the filing for record by Declarant in the office of the Clerk and Recorder of Mesa County, Colorado, one or more Amended or Supplemental Subdivision Plat(s) setting forth the Lots and other real property, if any, to be included in the expansion, together with any covenants, conditions, restrictions and easements particular to such property. The expansion may be accomplished in stages by one amendment or supplement or in successive amendments or supplements.

Section 3. Expansion of Definitions. In the event of such expansion, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Properties subject to this Declaration as so expanded. For example, "Lot" shall mean the Lots described in Article 1, Section 5 above plus any additional Lots added by an Amended or Supplemental Plat(s), and reference to this Declaration shall mean this Declaration as amended or supplemented. All conveyances of Lots shall be effective to transfer rights in the Properties as expanded. The recordation in the records of Mesa County, Colorado, of an Amended or Supplemental Subdivision Plat(s) incident to any expansion shall operate automatically to grant, transfer and convey to the Association any new Common Area added to the Properties as a result of such expansion. The allocation

for assessments shall be amended pro rata to reflect the increase in the number of Lots added to the subdivision.

Section 4. Declaration Operative to New Lots. The new Lots shall be subject to all of the terms and conditions of this Declaration, upon placing the Amended or Supplemental Subdivision Plat(s) depicting the expansion property of public record in the real estate records of Mesa County, Colorado.

Section 5. No Objection to Expansion. No member of the Association shall have any right of objection to the exercise of the developmental right for expansion set forth above.

**ARTICLE VIII
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 the 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. Easements. Easements for the installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded plat of the Properties, or any portion thereof, or other duly recorded instrument(s). Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements.

Section 4. Conflict of Provisions. In case of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Section 5. Street Lighting. Unless street lighting and the cost thereof is provided by the community in which jurisdiction of this subdivision is situated, all Lots shall be subject to and bound by Public Service Company of Colorado tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado

relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

Section 6. Duration, Revocation, and Amendment.

a. Each and every provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. Except as provided in Article VII hereof, this Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by any instrument approved in writing by not less than sixty-seven percent (67%) of the Members. Such amendment(s) shall be effective when duly recorded in the office of the Clerk and Recorder of Mesa County, Colorado.

b. If Declarant shall determine that any amendments to this Declaration or any amendments to the Articles of Incorporation or Bylaws of the Association shall be necessary in order for existing or future mortgages, deeds of trust or other security instruments to be acceptable to any of the agencies determining such acceptability, Declarant shall have and is hereby specifically granted the right and power to make and execute any such amendments without obtaining the approval of any Owners, first mortgagees, or beneficiaries of first deeds of trust or other security instruments. Each such amendment of this Declaration or of the Articles of Incorporation or Bylaws shall be made, if at all, by Declarant prior to termination of the Declarant's control of the Association.

c. Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration and the Articles of Incorporation or Bylaws of the Association at any time prior to the termination of Declarant's control of the Association, for the purposes of correcting spelling, grammar, dates, typographical or scrivener errors, or as may otherwise be necessary to clarify the meaning of any provisions of any such document.

Section 7. Rights of Declarant Incident to Construction. An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress and egress over, in, upon, under and across the Common Area, including but not limited to the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's or its designees' construction on the Properties; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment or access by any Owner, his family members, guests or invitees, to or of that Owner's Lot. Declarant, for itself and its successors and assigns, hereby retains a right to store construction materials on Lots owned by Declarant and to make such other use thereof as may be reasonably necessary or incidental for the purpose of the completion or

improvement of the Properties, the performance of the Declarant's obligations hereunder, and the sale of the Lots. Any special Declarant rights created or reserved under this Article or elsewhere in this Declaration for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred, executed by Declarant and its transferee, and recorded in the office of the Clerk and Recorder of Mesa County, Colorado. The rights of Declarant reserved in this Section 7 shall expire five (5) years after the date of recording of this Declaration. Any rights granted to Declarant under this Declaration shall expire on the date which is ten (10) years from the date of recording of this Declaration, unless otherwise provided herein.

Section 8. Easement for Encroachment. If any portion of a structure encroaches upon the Common Area or upon any adjoining Lot, or if any portion of the Common Area encroaches upon any Lot, including any future encroachments arising or resulting from the repair or reconstruction of a structure subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist. Nothing contained herein shall be construed as permitting any violation of setback requirements as set forth on the subdivision plat.

Section 9. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. However, if any Owner fails to so notify the Association of a registered address, then any notice or demand may be sent to such Owner at the address of such Owner's Lot. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by registered or certified mail, postage prepaid, to Casas Del Tierra, Inc., c/o Kenneth A. Heitt, 2239 Rimrock Road, Grand Junction, CO 81503, until such address is changed by the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2 day of April, 2001.

Attest:

CASAS DEL TIERRA, INC., a
Colorado Corporation

Kenneth A. Heitt
Kenneth A. Heitt, Secretary

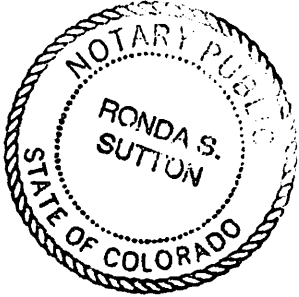
by Joe C. Voytilla
Joe C. Voytilla, President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 2nd day of April, 2001, by Joe C. Voytilla, President, and Kenneth A. Heitt, Secretary of Casas Del Tierra, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 5-21-02.



Ronda S. Sutton
Notary Public

EXHIBIT A

Commencing at the SW corner of the SE 1/4 NE 1/4 of Section 16, Township 1 South, Range 1 East of the Ute Meridian Whence the NW corner of said SE 1/4 NE 1/4 bears N0°00'00" E; thence N40°04'31" E 38.83 feet to the point of beginning, said point being 25 feet East of the West line and 30 feet North of the South line of said SE 1/4 NE 1/4, thence N0°00'00" E 1240.26 feet, thence 20.03 feet along the arc of a curve to the right with a central angle of 11°28'32" and a radius of 100.00 feet, the chord bears N5°44'21" E 20.00 feet; thence 30.18 feet along the arc of a curve to the left with a central angle of 11°31'38" and a radius of 150.00 feet, the chord bears N5°42'49" E 30.13 feet; thence S90°00'00" E 253.00 feet; thence S0°16'13" W 1018.74 feet; thence N89°25'00" W 86.00 feet; thence S0°25'00" W 274.19 feet to a point 30 feet North of the South line of the said SE 1/4 NE 1/4; thence N89°20'29" W 165.22 feet to the point of beginning, containing 7.01 acres.

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**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF FRUITVALE MEADOWS SUBDIVISION**

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MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$15.00

This Amendment to **Declaration of Covenants, Conditions and Restrictions of Fruitvale Meadows Subdivision** is made the date hereinafter set forth by Casas Del Tierra, Inc., a Colorado corporation, hereinafter referred to as "Declarant".

Whereas, Declarant is the owner of certain property in the City of Grand Junction, County of Mesa, State of Colorado, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, commonly known as Fruitvale Meadows Subdivision, and

Whereas, pursuant to Article VIII, Section 6., paragraph b of the Declaration of Covenants, Conditions and Restrictions of Fruitvale Meadows Subdivision, recorded on April 17, 2001 in Book 2835 at Page 533 of the Mesa County, Colorado records, hereinafter referred to as "CC & R's", Declarant hereby amends certain provisions of said CC & R's as follows:

Article I, Section 3. is hereby amended to expand the definition of "Common Area" to specifically include a gravity flow irrigation system to be designed and constructed by the Declarant for the purpose of providing irrigation water to each Lot in the subdivision. Water for the irrigation system shall be provided by means of 12 shares of Grand Valley Irrigation Company water stock, to be owned by the Association for the benefit of the Lot Owners. Individual Lot Owners shall be responsible for providing the irrigation pumps necessary to facilitate delivery of the irrigation water to their Lots. Such pumps shall not exceed .75 h.p. in order to protect the integrity of the irrigation system.

Article II, Property Rights in the Common Area, is expanded to include the following paragraph under Section 2., Extent of Owner's Rights: d. Use of the irrigation system described in Article I, Section 3 may be limited by prior rights for use of irrigation water by neighboring property owners outside the boundaries of Fruitvale Meadows Subdivision, which could affect the amount of irrigation water available for delivery to Owners and their individual Lots. Neither the Declarant nor the Association guarantees the amount of water available for delivery to individual Lot Owners.

Article IV, Section 2. is hereby amended as follows: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide and maintain the Common Area, including but not limited to any costs to maintain and repair

EXHIBIT A

BOOK 2933 PAGE 892

Commencing at the SW corner of the SE 1/4 NE 1/4 of Section 16, Township 1 South, Range 1 East of the Ute Meridian Whence the NW corner of said SE 1/4 NE 1/4 bears N0°00'00" E; thence N40°04'31" E 38.83 feet to the point of beginning, said point being 25 feet East of the West line and 30 feet North of the South line of said SE 1/4 NE 1/4, thence N0°00'00" E 1240.26 feet, thence 20.03 feet along the arc of a curve to the right with a central angle of 11°28'32" and a radius of 100.00 feet, the chord bears N5°44'21" E 20.00 feet; thence 30.18 feet along the arc of a curve to the left with a central angle of 11°31'38" and a radius of 150.00 feet, the chord bears N5°42'49" E 30.13 feet; thence S90°00'00" E 253.00 feet; thence S0°16'13" W 1018.74 feet; thence N89°25'00" W 86.00 feet; thence S0°25'00" W 274.19 feet to a point 30 feet North of the South line of the said SE 1/4 NE 1/4; thence N89°20'29" W 165.22 feet to the point of beginning, containing 7.01 acres.