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RECEPTION #: 2700742, BK 5638 PG 45
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Sheila Reiner, Mesa County, CO CLERK
AND RECORDER

**FIRST AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER TRAIL**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for River Trail (the "First Amendment") is made pursuant to Article X, Section 10.3 of the Declaration of Covenants, Conditions and Restrictions for River Trail (the "Declaration") originally recorded in Book 5399 at Page 839 of the records of the Mesa County Clerk and Recorder (the "Clerk"), C.R.S. § 38-33.3-217, and is effective upon the date of recording in the Clerk's records.

RECITALS

In accordance with Colorado law and the governing documents of the River Trail Homeowners Association, Inc. (the "Association"), the Association's members held a meeting on the 18th day of August, 2014, for purposes of voting to amend portions of the Declaration, as described below.

At that meeting, the Association received 24 ballots voting in favor of the following amendments, which represents more than sixty-seven percent (67%) of the total eligible votes in the Association.

THEREFORE, there being sufficient support in the community, the Declaration is hereby amended, as follows:

1.21 "Townhome" shall mean a Building or portion thereof constructed within the boundaries of a Lot, as shown on the Plat, and designed for residential occupancy, including an attached garage, but excluding any other accessory buildings.

3.1 Building Restrictions.

D. Detached single-level structures shall contain no less than one thousand two hundred (1,200) square feet of floor area, exclusive of open porches, open patios and garages, and shall be subject to approval of the ACC. Single-level Townhomes shall contain no less than one thousand one hundred (1,100) square feet of floor area, exclusive of open porches, open patios and garages, and shall be subject to approval of the ACC.

E. Multi-level structures shall contain no less than one thousand ¹⁴⁰⁰ ~~five hundred (1,500)~~ square feet of floor area, exclusive of open porches, open patios and garages, and shall be subject to approval of the ACC. Multi-level Townhomes shall contain no less than one thousand four hundred (1,400) square feet of floor area, exclusive of open porches, open patios and garages, and shall be subject to approval of the ACC.

- I. All principal Buildings shall have a two (2) car garage or greater and shall consist of a minimum of four hundred eighty (480) ⁴²⁰ square feet of floor area. Detached garages are permitted, which must meet the accessory setback requirements of the PUD, and must match dwelling in style, color and materials. The third bay of any three-car garage shall be offset at least two (2) feet from the other garage bays. Notwithstanding anything to the contrary in this Section 3.1.I., the minimum garage requirement for Townhomes shall be four hundred twenty (420) square feet of floor area.

3.5 Parking

- A. All residences shall be constructed so as to provide sufficient off street parking to accommodate not less than four automobiles. Except for emergency and other vehicles permitted to park in accordance with state, local, or other applicable law and vehicles owned by guests, no motor vehicles shall be parked on the subdivision streets. The driveways shall be composed of concrete. Dirt or loose gravel driveways are expressly prohibited. The Board may adopt rules and regulations that further limit or restrict parking within the subdivision.

3.6 Landscaping

- B. No Owner shall remove, alter, injure or interfere in any way whatsoever with any tree, shrub or other landscaping or Improvement placed upon the Properties by Declarant or the Association. Nothing in this section shall be interpreted as precluding an Owner from removing trees, shrubs, or other vegetation on the Owner's Lot to create defensible space around a Building for fire mitigation purposes in accordance with C.R.S. § 38-33.3-106.5(1)(e).

- 3.7 Signage. Except for one "for sale" or "for rent" sign per lot not be larger than 18 by 24 inches, signs used by the Declarant for subdivision advertisement, signs used by builders to advertise during the building and sale period of a home of a style and design approved by the Board or the ACC, and political campaign signs at such times and in such manner as specifically provided by federal, state, or local law, there shall be no signs, advertising devices or billboards displayed within the Properties unless written approval thereof is granted by the ACC.

- 3.8 Fences. Any fence constructed on a Lot shall be of P.V.C. (or other material approved by the ACC) and conform to the following guidelines:

- A. No fence shall be permitted without first obtaining a fence permit from the City of Grand Junction and the prior written approval from the ACC. In determining whether such permission should be given, the ACC shall consider whether the proposed fence is compatible with the neighborhood and other existing fences. The Association may adopt rules regarding the type, style and height of all fences.
- B. Only P.V.C. rail-type fencing may be located in front of the front wall of any Building, as approved by the ACC.
- D. Fences located on property lines between single-family Lots shall be maintained by the Owners of such Lots, and maintenance costs shall be shared equally by such Owners. In the event that Owners cannot agree upon the maintenance of and payment for a shared fence, an affected Owner may submit a maintenance proposal to the Board for the fence maintenance. If approved, the Board shall assess the nonparticipating Owner that Owner's share of the maintenance costs for the benefit of the Owner who paid for such maintenance. Nothing in this section shall prevent Owners from unilaterally maintaining their fences and paying such costs associated therewith.

3.9 Miscellaneous.

- B. No Lot shall be further subdivided or split into other parcels, except as provided for in Article VI of this Declaration.
- D. All facilities for permanent utilities service shall be kept or maintained underground, or in the original condition at such time the Lot and Improvements thereupon are first conveyed to the Owner by Declarant. Satellite dishes measuring greater than (1) meter in diameter are prohibited.
- E. No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained out of doors, except as shall be permitted by the ACC acting in accordance with federal, state, and/or local law or regulation.

- 5.1 Owner's Obligation. By accepting a deed to any Lot, each Owner (excluding the Declarant as described below) agrees to pay to the Association all the assessments, to be fixed and levied from time to time as provided in the Declaration, the Articles and Bylaws. Such assessments, together with interest accruing thereon and the costs of collection in the event of a delinquency of payment, shall be the personal obligation of the person who is the Owner, or the persons who

are jointly and severally the Owner, at the time the assessment was made. This covenant shall not apply to Lots owned by the Declarant unless such Lots have Buildings located thereon.

- A. No Lot shall be exempt from liability for payment of any assessments by waiver of the use of enjoyment of any of the Common Elements or Limited Common Elements, or by abandonment of any assessable Lot.

5.3 Regular Assessments.

- A. At least thirty (30) days prior to the commencement of each fiscal year, the Board shall estimate the cost and expenses to be incurred by the Association during such fiscal year in performing its functions pursuant to the Declaration, Articles and Bylaws (including a reasonable provision for contingencies and replacements), and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves) in the operating fund at the start of such fiscal year which is attributable to the operation and maintenance assessments for the prior fiscal year. Subject to Section 5.2.B hereof, the sum or net estimate so determined shall be assessed to the Owners as an operation and maintenance assessment by dividing the total estimate by the total number of Lots (excluding Declarant owned Lots without Buildings located thereon) and assessing the resulting amount to the Owner of each Lot. Assessments shall be paid in one (1) annual installment due on or before the 10th day of each January.

- 5.7 Enforcement. In the event any assessment is not paid when due, such unpaid amounts shall bear interest at the rate of twenty-one percent (21%) per annum, and the Association may enforce payment of such obligation by any or all of the following remedies:

- D. Beginning with the second month of delinquency, a two percent (2%) late charge will be added to all delinquent amounts each month until payments are current.

- 6.2 Development and Withdrawal Rights. Declarant expressly reserves the right to create or construct additional Lots, Common Areas and limited common elements (the "Additional Improvements"), to combine, partition and/or subdivide existing and future Lots, and to convert Lots into Common Areas on all or any portion of the Properties and Development Property then owned by Declarant. Notwithstanding the foregoing sentence, the maximum number of Lots that Declarant may create through the

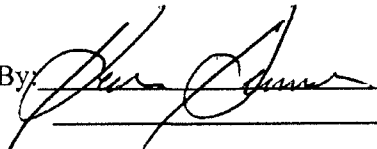
exercise of its Development Rights or otherwise under this Declaration is 788. Declarant may exercise its Development Rights on all or any portion of the reserved property in whatever order of development Declarant, in its sole discretion, determines. If all or any part of the Development Property is submitted to this Declaration, this right to reserve, if any, property for future development shall apply to such property as well. Declarant expressly reserves the right to withdraw all or any portion of the Development Property that is reserved for future development in the Declaration or on the map from the River Trail project by recording a document evidencing such withdrawal in the office of the clerk and recorder of the county where the property is located; provided, however, that no portion of the Development Property has been conveyed to a purchaser. Any Development Property withdrawn from the River Trail project shall be subject to whatever easements, if any, are reasonably necessary for access to or operation of the River Trail project. Declarant shall prepare and record in the office of the clerk and recorder of the county where the property is located whatever documents are necessary to evidence such easements and shall amend the Declaration to include reference to the recorded easement.

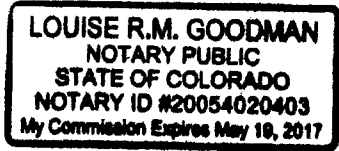
- 10.3 Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term often (10) years from the date this Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by Declarant at any time prior to the recording of the first deed from Declarant to an Owner. This Declaration shall only be amended by vote or agreement of Owners of Lots to which at least fifty-one percent (51%) of the votes in the Association are allocated. Any amendment must be recorded.

Except as amended here, all provisions of the Declaration, as amended, remain in full force and effect.

DATED this 25th day of August, 2014.

River Trail Homeowners Association, Inc.

By , President

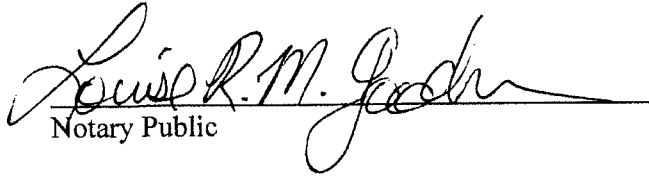


STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 25th day of August 2014, by Kevin Reimer as President of River Trail Homeowners Association, Inc.

Witness my hand and official seal.

My commission expires: 5.19.2017


Notary Public