RECEPTION #: 2636364, BK 5399 PG 839 12/10/2012 at 09:50:25 AM, 1 OF 24, R
$125.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

24 PAGE DOCUMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER TRAIL

THIS DECLARATION is made and declared this 25th day of October, 2012, by River Trail Investments a Colorado L.L.C., hereinafter referred to as "Declarant."

RECITALS

A. Declarant is the owner of certain real property situate in Mesa County, Colorado, known and described on the Plat attached hereto as Exhibit A and incorporated herin by this reference, hereinafter referred to as the "Properties";

B. Declarant desires to develop and improve the Properties as a planned community as defined in section 38-33.3-103(22), C.R.S., and subject the same to the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, Declarant hereby makes the following declaration of covenants, conditions and restrictions:

ARTICLE I
DEFINITIONS

1.1 "Allocate Interests" shall mean and refer to the common expense liability and the ownership interest and votes in the Association as set forth in Sections 4.4.B. and 5.3 of this Declaration.

1.2 "Architectural Control Committee" shall mean and refer to the Architectural Control Committee ("ACC") referred to in Section 4.7 of this Declaration.

1.3 "Articles" shall mean and refer to the Articles of Incorporation of River Trail Homeowners Association, Inc.

1.4 "Association" shall mean and refer to River Trail Homeowners Association, Inc.. A Colorado nonprofit corporation, formed for the purpose of being and constituting the entity for the furtherance of the interests of the Owners of property in River Trail and enforcing the restrictions set forth in this declaration.

1.5 "Board" shall mean and refer to the Executive Board of the Association.

1.6 "Building" shall mean and refer to any Building, including all fixtures and improvements thereto, situate on the Properties.

1.7 "Bylaws" shall mean and refer to the Bylaws of the Association.

1.8 "Declaration" shall mean and refer to River Trail Investments L.L.C.

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1.9 "Declarant" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.10 "Development Rights" shall mean and refer to any right or combination of rights reserved by Declarant as set forth in Article VI of the Declaration.

1.11 "Improvements" shall mean and refer to any and all Buildings, parking areas, fences, screening fences, retaining walls, stairs, decks, hedges, windbreaks, plantings, trees, shrubs, signs, objects of art, mailboxes, irrigation facilities such as pumps, pipelines and sprinklers and other structures or landscaping of every type and kind situate on the Properties.

1.12 "Lot" shall mean and refer to that part of the Properties owned in fee simple by the Owners. The boundaries of each Lot, and an identifying number for each Lot, are reflected on the plat map.

1.13 "Member" shall mean and refer to a person or entity, which is a member of the Association.

1.14 "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.

1.15 "Plat" shall mean and refer to that certain plat of the River Trail Subdivision appearing in the Mesa County Clerk and Recorder's official records.

1.16 "Colorado Common Interest Ownership Act" shall mean and refer to Colorado Revised Statutes, Title 38, Article 33.3, as the same may exist on the date that these Covenants are recorded, and as the same may be amended from time to time hereafter, or any statute of similar effect.

1.17 "Common Elements" shall mean and refer to any portion of the Planned Community designated by the Colorado Common Interest Ownership Act, or the Plat, or these Covenants, for use in common by the Owners of all Lots within the Planned Community, except individual Lots which are intended for the exclusive use of the Owners thereof, and except any Limited Common Elements. The Common Elements shall be owned by the Homeowners Association and shall be controlled, operated and maintained by the Homeowners Association for the common use and enjoyment of all Owners within the Planned Community.

1.18 "Common Expense" shall mean and refer to any expenditures made or liabilities incurred, including any allocation to reserves established for the same, by or on behalf of the Homeowners Association with respect to the control, operation or maintenance of the Common Elements within the Planned Community.

1.19 "Covenants" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, as the same may be amended from time to time.

1.20 "Common Area" shall mean and refer to all of the Properties, including any Improvements thereto, but excluding the Lots as shown on the plat map.

ARTICLE II GENERAL DECLARATION

2.1 Intent. By making the Declaration hereunder, Declarant specifically intends to enhance, perfect and preserve the value, desirability and attractiveness of the Properties and, to provide for the maintenance of the Common Areas, Improvements and Buildings thereon in a manner beneficial to all Owners.

2.2 Estate Subject to Declaration. By this Declaration, Declarant expressly intends and does hereby subject the Properties to the provisions of the Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding upon any person having at any time any interest or estate in the Properties, and their respective heirs, successors, representatives or assigns. Reference in any deed of conveyance, lease mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein as though fully and completely set forth in their entirety in any such document.

2.3 Owners' Rights to Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the provisions of the Declaration and the Articles and Bylaws of the Association. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities for the members of his family, his tenants, invitees, guests, or contract purchasers who reside on the Properties.

2.4 Recording Data. The recorded easements and licenses appurtenant to, or included in, the River Trail, or to which any portion of River Trail may become subject by virtue of a reservation herein appear in the Mesa County Clerk and Recorder's official records, and are listed on the attached Exhibit C.

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ARTICLE III
RESTRICTIONS ON USE

3.1 Building Restrictions.

A. Foundations: A letter from a licensed professional engineer stating that the soil conditions have been addressed is required for each lot.

B. No structure shall be erected, placed or permitted on any Lot within the Properties except for use as a single-family residence. At no time shall there be more than one single family residential Building situate upon any Lot.

C. No temporary Building or structure of any type whatsoever shall be used at any time for a residence, either temporary or permanent. No manufactured homes, mobile homes, trailer homes or other moveable structures shall be permitted as dwellings within the Properties.

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

E. Multi-level structures shall contain no less than one thousand, five hundred (1,500) square feet floor area, exclusive of open porches, open patios or garages, and shall be subject to approval of the Architectural Control committee.

F. Building Elevations and material are subject to prior approval from the Architectural Control Committee.

G. The top of all concrete foundations shall be a minimum of 6" above top of sidewalk.

H. A majority vote of the Architectural Control committee is required for approval or denial of all proposed improvements.

I. All principal Buildings shall have a two (2) car garage or greater and shall consist of a minimum of four hundred eighty (480)

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square feet. Detached garages are permitted which 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.

J. Roof pitch for all residences shall have at least a 5/12 pitch and have multiple gables and/or hips. No four-sided tract-style homes shall be allowed. Multiple roof elevations and more than four corners to the house shall be required. Southwest style homes may have flat roofs, as approved by Architectural Control Committee. Prairie style homes may have a lower pitch as approved by A.C.C.

K. Once the construction of the home has begun, construction of the home must be completed and a certificate of occupancy must be obtained within twelve (12) months.

L. All heating and cooling units must be ground mounted, no rooftop units allowed.

M. All down-spots on structures shall direct water away from neighboring properties toward run-off grades, as possible, as approved by the ACC.

3.2 Maintenance of Lots, Buildings, Improvements and Common Area.

A. The Owners shall keep, maintain and repair their Lots, Buildings and Improvements, including landscaping and vegetation in a neat, clean, cultivated, attractive and well maintained condition, free from the accumulation of trash or debris or visual deterioration. In the event the Owners fail to keep, maintain or repair their Lots, Buildings or Improvements in accordance herewith, the Association shall conduct such maintenance, repairs or restoration and assess the cost thereof to the Owner(s) on whose Lot, Building or Improvements the maintenance or repairs were conducted as a reimbursement assessment pursuant to Section 5.4 hereof.

B. The Owners shall not cause or permit any damage, deterioration or the accumulation of trash and debris upon the Common Area.

C. No Lot shall be used as a dumping ground for rubbish. No garbage, rubbish or trash shall be allowed to accumulate on any Lot or the Common Area. All garbage, rubbish and trash shall be placed and kept in covered containers. All containers shall be kept within garages or enclosed backyards so as to not be visible from neighboring property, except to make the same available for collection during regular trash collection days, and then only for a

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period of from 7:00a.m. through 8:00p.m. on such trash collection day.

D. No elevated tanks of any kind, including but not exclusively oil, gas, and water tanks, shall be permitted.

E. The Association or Declarant, upon the failure of the Owner of any Lot, to maintain his/her Lot and Improvements, including the payment of any taxes assessed thereon, in a reasonable satisfactory manner as determined by the Association, or upon use by the Owner in a manner inconsistent with these covenants, may enter upon the site and repair, maintain, rehabilitate, and restore the Lot and/or Improvements, or abate the improper use, or pay the taxes thereon, and any costs incurred shall be charged against the Owner of said lot and collected in the manner set forth in Article V hereof.

3.3 Home Occupations and Offensive Activities.

A. No Lot or Building may be used for commercial purposes of this section, "home occupations" shall mean an occupation by the resident conducted entirely within the residential building which does not entail the employment of third persons on the premises, does not entail the delivery of goods or services to customers upon the premises, and does not entail visits by customers to the premises. For example, but not by limitation, an insurance agent may use his residence as a personal office so long as his customers are not permitted to come to the residence; however, the establishment of a barbershop or a beauty shop would be prohibited.

B. No obnoxious, offensive, or other activity which would constitute a public or private nuisance or annoyance to the neighborhood shall be permitted, including, but not limited to, the repair of automobiles other than minor tune-ups performed by an Owner on his own vehicle.

C. No firearms, illegal fireworks, explosives, air rifles, BB guns, crossbows or similar devices shall be discharged on the Properties.

3.4 Restrictions on Occupants and Pets.

A. No animals shall be allowed other than domestic pets. Not more than two (2) dogs and not more than any three (3) pets in cumulative total (including dogs) shall be kept on the premises and only then if they are kept solely as household pets for private use and not for commercial purposes. No such animal may be kept which is a nuisance or annoyance to other Owners' property. Household pets shall be contained on their Owner's property or on a leash and not permitted to run loose. At the request of any Owner, the Board of the Association shall determine whether a

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particular animal shall be considered a household or yard pet, a nuisance, or whether the number of any such animals on any Lot is in compliance. Habitually barking dogs and vicious breeds are prohibited, at the sole discretion of the Association.

3.5 Parking.

A. All residences shall be constructed so as to provide sufficient off street parking to accommodate not less than four automobiles. 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.

B. Vehicles parking in driveways and on the streets in front of houses shall be limited to temporary parking of guest or resident vehicles in current use and currently licensed. Storing automobiles, trucks, campers, boats, snowmobiles, motorcycles, motor bikes or any vehicle of any other description in the street, driveway, yards of residences, in front of the principal building set back lines is specifically prohibited. Such vehicles may be stored behind such set back lines within the boundaries of such Lot, provided such stored vehicles are fenced or screened to the satisfaction of the Architectural Control Committee. No such fence or screen shall be erected without the prior approval of the Architectural Control Committee. Vehicular maintenance or repair, which renders the vehicle inoperable for more than twenty-four hours, is prohibited on street, driveway or front yards of residence. This provision shall not permit the commercial repair of any type of vehicle, such activity being expressly prohibited.

3.6 Landscaping.

A. It shall be the duty and obligation of each Owner or Builder to landscape the front yard of his or her Lot upon completion of the home and the backyard of the Lot within 180 days from the issuance of a Certificate of Occupancy. All grading, landscaping and planting performed or conducted by the Owner or Builder shall be first approved by the Architectural Control Committee, and once installed in accordance with the approval of the Architectural Control Committee shall not be changed from its appearance without A.C.C. approval. All vegetation shall be properly cultivated (including watering) and neatly trimmed. Should the Owner of any Lot fail to comply with landscaping guidelines as set forth herein, the Association may, at its sole discretion, cause such landscaping to be completed upon subject Lot and assess the Owner for all costs incurred.

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.

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3.7 Signage. With the exception of one "for sale" or "for rent" sign per Lot, which shall not be larger than 18 by 24 inches, and except for signs used by the Declarant for subdivision advertisement and 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, no signs, advertising devices or billboards shall be displayed within the Property unless written approval thereof is granted by ACC.

3.8 Fences Any fences constructed on a Lot shall be of stucco, wood, color coated chain link, or P.V.C. material and shall conform to guidelines as follows:

A. No rear yard fencing shall be erected or maintained in excess of six (6) feet in height. The style of all yard fences shall require approval of the Architectural Control Committee. Rear/Side yard fencing shall be a minimum of 5 feet back from the front wall of dwelling or garage.

B. Only split rail fencing shall extend forward of the front wall of any Building, without prior approval of the Architectural Control Committee.

C. "Screen fencing" such as is commonly used to enclose patio areas, dog kennels, and outside storage areas shall be permitted on a limited basis, shall not exceed six (6) feet in height, and shall not be erected without prior approval of the Architectural Control Committee.

3.9 Miscellaneous.

A. No Lot shall be used in any manner whatsoever to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substances or other mineral of any type.

B. No Lot shall be further subdivided or split into other parcels.

C. No Lots shall be combined together to make a larger lot. (i.e. two lots into one)

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. An 18" satellite dish may be accepted, location approved by the Architectural Control Committee.

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 Architectural Control Committee.

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3.10 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents and contractors of improvements, structures or signs necessary or convenient to the development, sale, operation or other disposition of the Lots or Improvements situate within the Properties, provided that this exemption shall not be interpreted to impose limitations on the power of the Association to deal with other persons.

ARTICLE IV THE ASSOCIATION

4.1 Purpose and Membership. By acceptance of a deed to a Lot, each Owner shall be a member of the Association, which is a Colorado nonprofit corporation, organized for the general purpose of being and constituting an entity for the furtherance of the mutual interests of the Owners of the Properties pursuant to this Declaration and the Articles and Bylaws, including without limitation, enforcement of the Declaration; owning, repairing and maintaining the Common Area; maintenance and use of any Lots, Buildings and Improvements; levying and enforcing assessments to defray the cost and expenses of operation; and, providing other utilities and services pursuant to the Articles and Bylaws.

4.2 Directors of the Association. The affairs of this Association shall be managed by a board of three (3) directors (the "Board") initially. When Declarant relinquishes control of the Board to the Owners pursuant to Section 4.4.C., below, the Board shall be managed by at least three (3) directors. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

4.3 Contracts. Neither Declarant, nor any agent of Declarant, nor the Homeowners Association, its Board or officers, shall enter into any contract which would bind the Homeowners Association for a period in excess of One (1) year, unless reasonable cancellation provisions are included in such contract.

4.4 Voting Rights.

A. A membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

B. The Association shall have one class of voting membership, each Owner being entitled to vote one vote for each Lot owned upon matters subject to vote by the Members as provided in the Articles and Bylaws of the Association. A vote for each Lot shall be exercised as the Owner determines, but in no event shall more than one vote be cast with respect to any Lot.

C. From date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove all members of the Board and all officers of the Association. The period of Declarant's control of

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the Association shall terminate upon the first to occur of either sixty (60) days after conveyance of seventy (70%) of the Lots in all Phases to Owners other than Declarant or two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be created to Owners other than Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Board must be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created to Owners other than Declarant, not less than thirty-three and one-third percent (33 1/3 %) of the members of the Board must be elected by Owners other than Declarant. Within sixty (60) days after Owners other than Declarant elect a majority of the Board, Declarant shall deliver to the Association all property of the Owners and the Association held or controlled by Declarant, including, without limitation, those items specified in section 38-33.3-303(9), C.R.S. (1997).

4.5 Limitation Upon Liability.

A. Indemnification of Officers and Board Members. Neither the Association, any member of the Board, any officer of the Association, nor any agent or employee of the Association, shall be liable to any Owner or other person or entity for any action of for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without willful or intentional misconduct. The Association shall indemnify and hold harmless any member of the Board, any officer of the Association or any agent or employee of the Association from any and all reasonable costs, damage charges, liabilities, obligations, fines, penalties and claims, demands, or judgments and any and all expenses, including, without limitation, attorneys' fees, incurred in the defense or settlement of any action arising out of or claimed on account of any act, omission, error or negligence of such person or of the Association, the Board, or any committee of the Association, provided that such person has acted in good faith and without willful or intentional misconduct.

B. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Properties, the Association shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by any latent condition of the Properties or by the conduct of other

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Owners or persons or by casualties for which insurance pursuant to this Declaration is not required, or for which insurance is not provided by the Association.

4.6 Association Insurance. The Association shall be required and empowered to obtain and maintain the following insurance so far as such insurance coverage is obtainable:

A. Property insurance on the Common Area and also on property that must become Common Area for broad form covered causes of loss; except that the total amount of insurance must be not less than the full insurable replacement cost of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.

B. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Area. Declarant shall be included as an additional insured in such Declarant's capacity as an Owner and Board Member. The Owners shall be included as additional insured's but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Area. The insurance shall cover claims of one or more insured parties against other insured parties.

C. Insurance policies carried pursuant to both immediately preceding subsections of Section 4.6 must provide that:

a. Each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area or membership in the Association;

b. The insurer waives its rights to subrogation under the policy against any Owner or member of his household;

c. No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

d. If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk Convered by the policy, the Association's policy primary insurance.

D. Workers' Compensation coverage upon employees.

E. Fidelity bonds to protect against dishonest acts on the part of those who handle receipt and disbursement of Association funds. Such bonds shall (1) name the Association as an obligee; (2) be written in an amount not less that Fifteen Thousand Dollars ($15,000.00);

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(3) Contain waivers of any defense based upon the exclusion of persons serving without compensation from any definition of "employee" or similar expression; (4) provide that no modification in any substantial manner, or cancellation shall be had without thirty (30) days' prior written notice to the Association.

F. Such other insurance as the Board may deem desirable for the benefit of the Owners.

4.7 Architectural Control Committee.

A. The Architectural Control Committee shall consist of three (3) persons to be appointed by the majority of the Board. The method and manner of the Architectural Control Committee's appointment, replacement and removal, as well as method of operation, to the extent not provided herein, shall be as set forth in the Articles and Bylaws of the Association.

B. No building, fence, wall or other structure shall be commenced, erected or maintained with the Planned Community, (except for the exemption of the Declarant as provided below), nor shall any exterior addition to or change or alteration therein, including changes to exterior paint or surface coverings, 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 by the Architectural Control Committee, as to harmony of external design, finish, color and location in relation to surrounding structures and topography within the Planned Community. In the event the Architectural Control Committee, fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required with respect to the proposed construction or maintenance, and this Article will be deemed to have been fully complied with, however, only as it relates to the specific construction or maintenance proposed in the submittal.

C. Duplicate copies of plans and specifications relating to an Improvement shall be submitted to the Architectural Control 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 requested, and other details necessary to explain any feature or component of the Improvements.

D. The Architectural Control Committee shall consider the aesthetic and functional design of any Improvement as to the quality of

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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 the visual appearance of existing Improvements.

E. The Architectural Control Committee shall approve or disapprove all written plans within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within such thirty (30) day period, the proposed Improvement shall be deemed approved. The majority vote of the Architectural Control Committee shall be required for the approval or disapproval of any proposed Improvement.

F. The Architectural Control Committee shall not be liable for 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 Architectural Control Committee shall be deemed conclusively binding upon the Owners.

G. Nothing in these Covenants shall limit the right of Declarant to complete excavation, grading and construction of improvements upon any Lot or property within the Planned Community, or to alter the same or to construct such additional improvements as Declarant deems advisable in the course of development of the Planned Community so long as any such property is owned by the Declarant, or to use any structure in the Planned Community as a model home or real estate sales or leasing office. Declarant need not seek or obtain Architectural Control Committee approval with respect to the improvement of any Lot or property within the Planned Community owned by Declarant. The rights of Declarant hereunder and elsewhere in these Covenants shall accrue to the benefit of the Declarant's successors and assigns.

4.8 Ownership and Maintenance.

A. The ownership, maintenance, repair and restoration of the Common Area, together with Improvements thereon, shall be vested solely in the Association. The costs and expenses incurred for the purpose of owning, maintaining, repairing and restoring the Common Area and Improvements thereon shall be borne by the Owners as a regular assessment as provided in Section 5.3, hereof.

B. The Association shall further be charged with the maintenance, repair and restoration to any Improvement situate on any Lot provided the Owner thereof fails to repair, restore or maintain the same. The costs and expenses thereof shall be borne by such Owner as a reimbursement assessment as provided in Section 5.4, hereof.

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4.9 Association Water.

A. Irrigation water may be furnished to the Common Areas only, as identified on the plat map. Irrigation water shall be furnished by Grand Valley Irrigation District. All other watering shall be through the public water system.

B. The irrigation facilities to be owned by the Association shall consist of a system of pipes, pipelines, pumps, electrical connections and sprinklers so as to provide irrigation water to the Common Areas. The irrigation facilities, including any easements in connection therewith, shall be solely owned, operated and maintained by the Association.

C. It shall be the obligation of the Association to own, operate, maintain and repair the irrigation facilities for the distribution of water to the Common Areas. Owners shall be responsible for operation and maintenance and repair of the sprinkler system installed on their lot.

D. The Association shall have an easement across all Common Areas and Lots as reasonably necessary to operate, maintain, and repair the irrigation facilities.

ARTICLE V
ASSESSMENTS

5.1 Owner's Obligation. By accepting a deed to any Lot, each Owner 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.

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

5.2 Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized under in this Article shall be sent to all members not less than 14 days nor more than 60 days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership at the meeting shall constitute a quorum. If the required quorum is not present, the meeting may be continued by an announcement at the failed meeting without any additional notice, or a new meeting may subsequently be called, subject to the notice requirement, and the required quorum at the continued or subsequent meeting shall be thirty percent (30%) of all the votes of each

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Class of membership entitled to vote at the meeting. No such continued or subsequent meeting shall be held more than 60 days following the failed meeting.

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 single family residential Lots 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.

B. Within ten (10) days after adoption of any proposed budget for the Association, the Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

5.4 Special Assessments. If at any time during the fiscal year the regular assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy. The special assessment shall be assessed to the Owners by dividing the total estimate by the total number of vacant and/or built Lots and assessing the resulting amount to the Owner of each Lot, such assessment to be paid either in equal monthly installments over the balance of the remaining fiscal year, or in a lump Sum upon billing as the Board shall determine.

5.5 Reimbursement Assessment. The Board may levy an assessment against any Owner as a result of such Owner's failure to landscape his Lot, including a sprinkler system, rebuild damaged Improvements or to restore or maintain his Lot or the Improvements situate thereon. Such assessment shall be for the purpose of reimbursing the Association for its actual costs and expenses incurred for the repair, maintenance or restoration of such

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Owner's Lot or Improvements, and shall be due and payable to the Association when levied.

5.6 Capital Improvements. In addition to regular and special assessments, the Association my levy, in any assessment year, a special assessment for the purposes of defraying in whole or in part the cost of any capital Improvement upon the Common Area, including fixtures, landscaping or personal property related thereto, provided that such assessment shall have the assent of a majority of the members of the Association subject to the assessment.

5.7 Enforcement. In the event any assessment is not paid when due, the Association may enforce payment of such obligation by any or all of the following remedies:

A. The Association may elect to accelerate and declare immediately due and payable the remaining balance of regular or special assessments for such fiscal year.

B. The Association may bring a suit at law to collect the delinquent assessments, including any accelerated assessment. Any judgment rendered in such action shall include a sum for costs of suit, including a reasonable attorney's fees.

C. All delinquent assessments shall be a lien on the Owner's Lot to which the provisions of section 38-33.3-316,C.R.S. (1993), shall apply.

D. Beginning with second month of delinquency, a five percent (5%) penalty will be added to all delinquent amounts each month until payments are current.

5.8 Out-of-State Owners Who Are Not Occupants. In the even an Owner shall not occupy his residence and shall further maintain his principal residence outside of the State of Colorado, the Board may, to insure and guarantee payment of the assessments provided herein, require such out-of-state Owner who does not occupy his residence to:

A. Post a surety bond with the Association indemnifying the Association against the default of such Owner in the payment of any assessment levied herein, the amount of such surety bond to be twice the amount of the regular assessment for the preceding fiscal year; or

B. Pay the regular assessment pursuant to Section 5.3 hereof in advance by the 1oth day of the first month of the fiscal year; or

C. Either or both of the immediately preceding subsections of Section 5.8 hereof.

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ARTICLE VI
RESERVATION OF EXPANSION AND DEVELOPMENT RIGHTS

6.1 Expansion Rights. Declarant expressly reserves the right to subject all or any part of the property described in Exhibit C attached hereto and hereby incorporated by reference (the "Development Property") to the provisions of this Declaration upon the substantial completion of improvements on the Development Property. The consent of the existing Owners or mortgages shall not be required for any such expansion, and Declarant may proceed with such expansion without limitation at its sole option.

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 subdivide Lots and to convert Lots into Common Areas on all or any portion of the Property reserved for future development in the Declaration or on the map. 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 property for future development shall apply to such property as well. Declarant expressly reserves the right to withdraw all or any portion of the 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 property has been conveyed to a purchaser. The 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.

6.3 Amendment of the Declaration. If Declarant elects to submit the Development Property, or any part thereof, or Additional Improvements, to this Declaration or to subdivide or to convert Lots at such time as construction of the improvements on the Development Property or the Additional Improvements are substantially complete, Declarant shall record an amendment to the Declaration reallocating the Allocated Interests so that the Allocated Interests appurtenant to each Lot will be apportioned according to the total number of Lots submitted to the Declaration. The Allocated Interests appurtenant to each Lot in the River Trail project, as expanded, shall be based on the same formula as contained in Sections 4.4.B and 5.3 of the Declaration.

The amendment to the Declaration shall contain at a minimum the legal description of the Development Property, or a part thereof, or a description of the property on which the Additional Improvements being submitted to this Declaration are located and a schedule of the Allocated Interests appurtenant to the Lots in the River Trail project as expanded.

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6.4 Amendment of the Map. Declarant shall, contemporaneously with the amendment of the Declaration, file an amendment of the map showing the location of the Additional improvements constructed on the Development Property. The amendment to the map shall substantially conform to the requirements contained in this Declaration.

6.5 Interpretation. Recording of the amendments to the Declaration and map in the office of the clerk and recorder of the county where the Development Property or the Additional Improvements are located shall automatically vest in each existing Owner the reallocated Allocated Interests appurtenant to his Lot.

Upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to encompass and to refer to the property, as expanded. The Development Property, or any part thereof, or the Additional improvements, shall be added to and become a part of the property for all purposes. All conveyances of Lots after such expansion shall be effective to transfer rights in all Common Areas as expanded, whether or not reference is made to any amendment to the Declaration or map. Reference to the Declaration and map in any instrument shall be deemed to include all amendments to the Declaration and map without specific reference thereto.

6.6 Construction Easement. Decalarant expressly reserves the right to perform warranty work and repairs and construction work and to store materials in secure areas, on Lots and Common Areas, and the future right to control such work and repairs, and the right of access thereto, until its completion. All work may be performed by Declarant without the consent or approval of any Owner or mortgagee. Declarant has such an easement through the Common Areas, as may be reasonable necessary for the purpose of discharging Declarant's obligations and exercising Declarant's reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated as reserved for future development in the Declaration or on the map for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the property so reserved for future development. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey improvement containing Lots. If Declarant grants any such easements, the Declaration will be amended to include reference to the recorded easement.

6.7 Reciprocal Easement. If all or part of the Development Property is not submitted to this Declaration, or if property is withdrawn from the River Trail project ("Withdrawn Property"):

A. The Owner(s) of the Development Property and/or Withdrawn Property shall have whatever easements are necessary or desirable, if any, for access, utility service, repair, maintenance and emergencies over and across the River Trail project; and

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B. The Owner(s) in the River Trail project shall have whatever easements are necessary or desirable, if any, for access, utility service, repair, maintenance and emergencies over and across the Development Property and Withdrawn Property.

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(s). Such recorded easement(s) shall specify that the Owners of the Development Property and the Withdrawn Property and the Owners in the River Trail project shall be obligated to pay a proportionate share of the cost of the operation and maintenance of any easements utilized by either one of them on the other's property upon such reasonable basis as Declarant shall establish in the easement(s). Preparation and recordation by Declarant of an easement pursuant to this section shall conclusively determine the existence, location and extent of the reciprocal easements that are necessary or desirable as contemplated by this section.

6.8 Termination of Expansion and Development Rights. The expansion and Development Rights reserved to Declarant, for itself, its successors and assigns, shall expire ten (10) years from the date of recording this Declaration, unless the expansion and Development Rights are (i) extended as allowed by law, or (ii) reinstated or extended by the Association, subject to whatever terms, conditions and limitations the Board may impose on the subsequent exercise of the expansion and Development Rights by Declarant. Upon the expiration or other termination of the expansion and Development Rights, any Lot then subject to Development Rights shall become Common Area.

6.9 Transfer of Expansion and Development Rights. Any Development Right or Additional Reserved Right created or reserved under this article for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in every county in which any portion of the project is located. Such instrument shall be executed by the transferor Declarant and the transferee.

ARTICLE VII
CASUALTY, DAMAGE AND REPLACEMENT OF IMPROVEMENTS

7.1 Owner's Insurance. All Owners shall keep and maintain fire and casualty insurance upon all Improvements situate on their Lots to the full insurable value thereof, and file the certificate of insurance with the President of the Association, such certificate providing for ten (10) days' written notice of cancellation, surrender or modification.

7.2 Loss, Damage or Destruction of Improvements Other Than Buildings. In the event of a loss, destruction or damage to any Improvements situate on any Owner's Lot exclusive of the residential building, such Owner shall, after first obtaining the approval of the Architectural Control Committee,

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replace, repair or restore such damaged Improvement with an identical Improvement as to the one destroyed, lost or damaged. In the event an Owner fails to make such repair, replacement or restoration within ninety (90) days of the loss, damage or destruction, the Association shall have the option to make such repair, restoration or replacement and charge the cost thereof to the Owner as a reimbursement assessment.

In the event of loss, damage or destruction of any Improvement situate upon the Common Area, the Association shall within ninety (90) days of such loss, damage or destruction, replace, repair or restore such Improvement with an identical Improvement.

7.3 Loss, Damage, or Destruction to Buildings. In the event of loss, damage or destruction of any residential building, the Owner thereof shall repair, restore or rebuild the same within one year following such damage or destruction. The new structure shall be rebuilt in the same location, following the same floor plan and elevation and using the same exterior materials and stain as the building which had been lost, damaged or destroyed. It is the specific intent of this section to impose upon the Owner of each Lot, the obligation to replace any destroyed building with a new building having the identical appearance as the building destroyed and the other residences within the Properties. Further, following completion of the repair, restoration or replacement of the damaged structure, the Owner shall repair, replace or restore any landscaping or other Improvements involved in the damage, destruction or loss to the residents within ninety (90) days of completion of the structure. However, in the event completion is after September 1st of any year, landscaping shall be completed by May 1st of the following calendar year.

7.4 Party Walls.

A. Each wall which is built as a connection of two or more Residences and which is constructed upon the property line between two Residences shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article 7.4.D, the general rules of law of the State of Colorado regarding party walls and liability for property damage due to negligent or intentional acts or omissions shall apply thereto.

B. The cost of reasonable repair and maintenance of a party wall damaged or destroyed without the fault of an Owner shall be shared equally by the Owners of all Residences of which such wall is a part. In such event, any Owner of a Residence of which such wall is a part may restore or reconstruct it, any the other Owners of Residences of which such wall is a part shall contribute and share equally with such Owner in the cost of such restoration or reconstruction.

C. The cost of reasonable repair and maintenance of a party wall damaged or destroyed through the negligent or intentional act or omission of an Owner shall be borne exclusively by such Owner.

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Any other Owner of a Residence of which such wall is a part may cause the repair or reconstruction of such party wall, and the Owner whose negligence or intentional acts caused such damage or destruction shall promptly reimburse the reasonable costs of such repair.

D. In the event that a Lot and the improvements thereupon are not properly maintained and repaired, 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 which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Board, 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.

7.5 Owner Maintenance of Shared Driveways. Wherever Owners shall share a common private driveway, each Owner, including Declarant, by acceptance of a Deed therefore, covenants and agrees, and shall be personally obligated to maintain said common private driveway in the same proportion as such common private driveway is shared with other Owners.

ARTICLE VIII
USE OF SUBDIVISION FOR SALES PURPOSES

8.1 Maintenance of Sales Office and Models. Declarant reserves the right to maintain a sales office and/or model homes in the Subdivision for sales purposes. Declarant shall maintain no more that one sales office and no more than three model homes at any time. Each sales office or home shall occupy no more than one Lot, and Declarant reserves the right to use any unsold Lot for such purposes.

ARTICLE IX
STREET LIGHTING

9.1 River Trail Subdivision is subject to the terms and provisions of an unconditional restrictive covenant which provides in substance that present and subsequent owners of property in the area proposed to be served are subject to and bound by present and future Xcel Energy Company of Colorado tariffs applicable to street lighting service filed with the Public Utilities Commission of the State of Colorado.

ARTICLE X
GENERAL PROVISIONS AND MISCELLANEOUS

10.1 Enforcement. The Association, or any Owner, shall have the right to enforce by any preceding at law or in equity all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the

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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, or a waiver of any other or subsequent breach of any covenant, condition or restriction herein contained.

10.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

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 seventy percent (70%) of the votes in the Association are allocated. Any amendment must be recorded.

10.4 Limitation on Association. Any action, resolution or attempted action of the Association in conflict with any term or provision of this Declaration shall be void and of no force and effect whatsoever.

10.5 Notice. Notice of matters affecting River Trail may be given to Owners by mailing such notice by first class mail to the last address provided by the Owner to the Association. If no address has been provided by Owner, such notice shall be mailed to the address of Owner's Lot.

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RECEPTION #: 2636364, BK 5399 PG 839 12/10/2012 at 09:50:25 AM, 23 OF 24, R
$125.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 25th day of OCTOBER, 2012, by Kevin Reimer, as Manager of River Trail Investments, a Colorado limited liability company.

My commission expires: 02/15/15
Witness my hand and official seal.

JASON BARGAR NOTARY PUBLIC STATE OF COLORADO

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 25th day of OCTOBER, 2012, by Steve Reimer, as Manager of River Trail Investments, a Colorado limited liability company.

My commission expires: 02/15/15
Witness my hand and official seal.

JASON BARGAR NOTARY PUBLIC STATE OF COLORADO

Notary Public

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RECEPTION #: 2636364, BK 5399 PG 839 12/10/2012 at 09:50:25 AM, 24 OF 24, R
$125.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

IN WITNESS WHEREOF, Declarant sets his hand and seal the 25th day of OCTOBER 2012

River Trail Investments L.L.C
By its Stockholders

Kevin Reimer, Manager

Steve Reimer, Manager

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