

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RIVER BEND TOWNHOUSES**

**THIS DECLARATION**, made on the date hereinafter set forth by SHADOWFAX PROPERTIES, INC., hereinafter referred to as "Declarant".

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property in the County of Mesa, State of Colorado, which is more particularly described as:

- Lots 9, 10, 11 and 12 in Block 2;
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 3;
- Lots 1, 2, 13, 14, 15, and 16 in Block 4;
- Lots 1, 2 and 3 in Block 5;
- Lots 1 through 48, both inclusive in Block 6; and
- Lots 1 through 16, both inclusive in Block 7;
- All being in River Bend,
- Together with any and all water and water rights, ditches and ditch rights of way, appurtenant thereto, or used in connection therewith, including but not limited to 15 shares of Grand Valley Irrigation Company stock,

a Colorado common interest community.

**WHEREAS**, Declarant is commencing Phase One of the development by constructing dwellings on Lots 32 through 41, both inclusive in Block 6;

**NOW THEREFORE**, Declarant hereby declares that the properties in Phase One, consisting of Lots 32 through 41, both inclusive in Block 6 of River Bend Subdivision, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to RIVER BEND TOWNHOME OWNERS ASSOCIATION, INC., its successors and assigns.

**Section 2. "Common Area"** shall mean all real property (including the improvements thereto) owned or maintained by the Association for the common use and enjoyment of the Owners, and the assigned and unassigned parking areas. The Common Area intended to be maintained by the Association at the time of the conveyance of the first Lot is described as Tract A and Tract B, River Bend Subdivision, Mesa County, Colorado.

**Section 3. "Common Elements"** shall mean the roof of each building, the exterior structural walls of each building, and the outdoor lighting of Common Area.

**Section 4. "Declarant"** shall mean and refer to Shadowfax Properties, Inc., 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. "Limited Common Element"** shall mean the party walls and the easements and cross-easements for maintenance and repair of utilities serving dwelling units.

**Section 6. "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, and where required by the context, shall include the Unit.

**Section 7. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 8. "Properties"** shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 9. "Unit"** means the dwelling unit structure placed upon a lot, and which is more particularly described upon the recorded subdivision map of the Properties.

## ARTICLE II PROPERTY RIGHTS AND OBLIGATIONS

**Section 1. Owner's Easements of Enjoyment.** 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 following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by eighty percent (80%) of each class of members has been recorded.

(d) The right of individual Owners to the exclusive use of parking spaces as provided in this Article.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**Section 3. Parking Rights.** Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to the Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two (2) parking spaces for each dwelling.

**Section 4. Property Subject to Easements.** Each lot is subject to the following easements:

a. **Utility Easements.** The public utilities and special districts providing telephone service, electricity, gas, water, sewer and the cable television distributor are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus, and other equipment related to their services to the property, into and through the common elements and the units, where reasonably necessary for the purpose of providing utility service to the property.

In addition to the above general easement, the following lots are specifically burdened with an easement for the benefit of another designated lot for the purposes of gas and electric service:

	Lot Burdened for the Benefit of Lot	
Block 6:	1	2
	7	8
	19	20
	25	26
	42	43
	47	48;

Utility Easements, Continued

	Lot Burdened for the Benefit of Lot	
Block 7:	5	6
	11	12.

**(b) Encroachments.** If any portion of the common elements encroaches upon any unit, or if any unit encroaches upon any portion of the common elements or any other unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of the common elements and the respective unit owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any unit owner who creates an encroachment by his intentional, willful or negligent conduct or that of his or her agent.

**(c) Right of Entry.** An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

**(d) Easements and Rights to Run with Land.** All easements and rights described here are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on any unit owner, purchaser, mortgagee, and other person having an interest in the Property, or any part or portion of it. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of the Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such unit ownership as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

**(e) Owner Maintenance and Repair Obligation.**

(1) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(2) All the repairs of the installations serving a unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit, shall be at the owner's expense. If the repairs affect more than one unit, the owners shall share equally in the cost of the repairs, subject to the general rules of law regarding liability for repairs required due to negligence or willful acts or omissions of an owner, or of the family, guests, or invitees of the Owner.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

BOOK 2342 PAGE 518

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

**Section 2.** The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** Class B Member(s) shall be Declarant and any successor of Declarant who takes title to all or part of the property for the purpose of development and sale of Lots and who is designated as Successor Declarant in a recorded instrument executed by Declarant. Class B membership shall terminate on the earlier of the following dates:

- a. no later than sixty days after conveyance of seventy-five percent of the units that may be created to unit owners other than declarant; or
- b. July 1, 2002; or
- c. two years after the last conveyance of a unit by the declarant in the ordinary course of business; or
- d. two years after any right to add new units was exercised; or
- e. the date on which Declarant voluntarily relinquishes its Class B membership, as evidenced by a notice recorded in the office of the Mesa County Clerk and Recorder.

The time period during which Class B membership exists shall be known as the period of Declarant control, during which time the Declarant may appoint and remove the members of the Board of Directors of the Association and its officers that are not elected by Class A Members. After termination of the Class B membership, Declarant and any designated successor Declarant shall be entitled to one (1) Class A membership and one (1) Class A vote for each Lot owned. At such time, Declarant shall call a special meeting of the Members to advise the members that Class B membership has been terminated and to relinquish control of the Association to the Class A Members.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

(a) 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.

(b) 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 assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by then.

(c) The allocation of common expenses is based upon the percentage derived from the whole (one) divided by the number of lots (10) resulting in a percentage of ten percent (10%) per lot for allocation of common expenses. As the properties are developed, the number of lots used in this formula shall increase by the number of lots annexed and the percentage allocation shall be adjusted.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvements and maintenance of the Common Area and of the homes situated on the properties.

**Section 3. Maximum Annual Assessments.** Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Four Hundred Fifty-six Dollars (\$456) per lot with a completed dwelling unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, 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 the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, Common Elements, or Limited Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Where a Capital Improvement will benefit or burden fewer than all the units, the owners of the affected or benefited units shall be designated a class. The consent of two-thirds (2/3) of the votes will be required of each such class of members who are voting in person or by proxy at a meeting duly 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 purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty percent (20%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment; Exception for Limited Common Elements.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. However, any common expense associated with the maintenance, repair or replacement of a limited common element shall be assessed against the units to which that limited common element is assigned, the total cost allocated to each unit benefited on a pro rata basis of square footage of the unit over the square footage of the entire building.

**Section 7. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to each Lot with the completion of a dwelling unit thereon the first day of the month following such completion. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Annual assessments shall be payable in equal monthly installments of one-twelfth of the annual assessment amount, and such installments shall be due on the first day of each month. 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.**

In case of default in payment of the monthly installments allowed under Section 7 above, the Board may accelerate the missed installments plus the unpaid balance of the assessment, and declare the entire annual assessment due and payable immediately. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the 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. Mortgagees shall have no responsibility to collect assessments. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE V  
EXTERIOR MAINTENANCE**

**Section 1. Maintenance and Repairs.** The Association shall provide exterior maintenance upon each Unit which is subject to assessment hereunder, as follows: Paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and the "common area" as defined in this Declaration of Covenants, Conditions, and Restrictions. Such exterior maintenance shall not include glass surfaces.

**Section 2. Non-ordinary Maintenance or Repairs.** In the event that the need for maintenance or repair of a lot or the improvement thereon is caused through the willful or negligent acts of the its Owner, or through the willful or negligent acts of the family, guests, or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

**Section 3. Access at Reasonable Hours.** For the purpose of performing the maintenance authorized by this Article, the Association shall have the right, after reasonable notice to the Owner, to enter upon any lot or the exterior of any improvement at reasonable hours.

**ARTICLE VI  
PARTY WALLS**

**Section 1. Party Walls.** The walls placed on the lot lines separating the lots upon



which dwelling units are constructed are declared to be party walls, and each lot is burdened with and enjoys the benefit of an easement for such party walls. All party walls are limited common elements, shared between each unit using such wall.

**Section 2. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the Units and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 3. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners on either side of said wall.

**Section 4. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 5. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 6. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 7. Arbitration.** In the event any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of the arbitrators.

## ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee,

fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by no less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

**Section 4. FHA/VA Approval.** (a) **Actions Subject to Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

(b) **Staged Developments.** Additional land within the area described in Book 2289 at Page 907 of the records of the Mesa County Clerk and Recorder's Office may be annexed by the Declarant without the consent of Members within ten years of the date of this Instrument provided that there is a determination by Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation that the annexation is in accord with the general plan heretofore approved by them.

**Section 5. Declarant Reservation.** Declarant reserves the right to create a total of 120 units on land within and that which may be annexed, in phases. Declarant reserves the right to determine the order and phasing of the development, in Declarant's discretion and in any order

Declarant deems suitable. Declarant offers no assurances regarding the order of such phasing and annexation. Exercise or non-exercise of any such development right shall not obligate Declarant to exercise any other development right as to all or any other portion of the Properties.

**Section 6. Statutory Matters Not Set Forth Elsewhere.**

(a) To the extent there needs be an allocation of common interests, the formula and percentage set forth in Article IV, Section 4(iii) applies.

(b) River Bend Townhouses is a planned community as defined in the Colorado Common Interest Community Act, Article 33.3 of Title 38, 16A C.R.S.

(c) The descriptions of the boundaries of each unit and the common areas is described in the Plat of River Bend Subdivision.

(d) The recording data for recorded easements and licenses appurtenant thereto the common interest community is or may be subject to under reservations set forth above are contained in the Plat of the Property, recorded in Plat Book 13, at Pages 85 and 86. The common area is or may be subject to the covenants, conditions and restrictions of River Bend Subdivision recorded in Book 1395, at Page 756 through 794, inclusive, all of the records of the Mesa County Clerk and Recorder's Office.

(e) Declarant reserves the right to maintain and use sales offices, management offices, and models in the River Bend development, and to maintain signs on the common elements advertising the community. Declarant reserves the right of use of one (1) unit, and any office and parking space in the common elements, and the right to locate and relocate to any unit not sold, or to common element area as necessary. Declarant's rights under this subsection shall expire upon Declarant no longer owning any units, subject to Declarant's right to remove Declarant's property from the community's real property and improvements so used.

(f) Declarant hereby gives notice of Declarant's intent to utilize the easement through the common elements defined in 38-33.3-218, 16A C.R.S. as it exists on the date hereof.

(g) Within thirty days after adoption of any proposed budget for the common interest community, 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 nor more than sixty days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners or any larger percentage specified in the declaration 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 executive board.

(h) Notice of matters affecting the common interest community may be given to Owners by the Association or other Owners by personal delivery to each unit or by first class United States mails, properly addressed to the registered address of each Owner, and with postage prepaid.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 23<sup>rd</sup> day of <sup>June</sup> ~~May~~, 1997.

SHADOWFAX PROPERTIES, INC.

By: [Signature]  
Julie A. Gilbert, Attorney-in-Fact

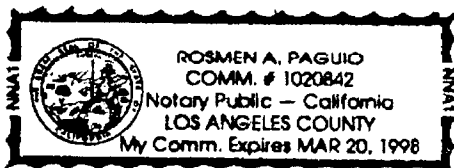
STATE OF California )  
  ) ss.  
COUNTY OF Los Angeles )

The foregoing Declaration of Covenants, Conditions, and Restrictions of River Bend Townhouses was subscribed and sworn to before me this 23<sup>rd</sup> day of <sup>June</sup> ~~May~~, 1997, by

JULIE A. GILBERT, as Attorney-in-Fact of SHADOWFAX PROPERTIES, INC.

WITNESS my hand and official seal.

My commission expires: March 20, 1998



Rosmen A. Paguis  
Notary Public

**SUPPLEMENTARY DECLARATION OF  
RIVER BEND TOWNHOUSES**

**ANNEXING ADDITIONAL LOTS AND  
SUBJECTING THE ANNEXED LOTS TO  
COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of River Bend Townhouses were recorded on the 17th of July, 1997 in Book 2342 at Page 514, and an amendment recorded on October 28, 1997 in Book 2371 at Page 100, all of the records of the Mesa County Clerk and Recorder's Office;

WHEREAS, pursuant to the terms and conditions of Article VIII of said Declarations, the Declarant reserved the right to expand the project by annexation of additional land and to construct additional units thereon;

WHEREFORE, Declarant, being desirous of adding additional land and townhome units to the Project;

NOW, THEREFORE, Declarant does hereby publish and declare that:

1. Lots 27 through 31, inclusive, and Lots 42 through 48, inclusive, of Block 1, a resubdivision of Blocks 6 and 7, River Bend, Mesa County, Colorado, River Bend Townhomes, Mesa County, Colorado, as shown on the plat of River Bend Townhomes recorded on February 23, 1998 in Condominium Book 2 at Page 111, are hereby annexed to the River Bend Townhomes project.

2. The real property, buildings and improvements constructed and located on the land described as Lots 27 through 31, inclusive, and Lots 42 through 48, inclusive, of Block 1, River Bend Townhomes, a resubdivision of Blocks 6 and 7, River Bend, Mesa County, Colorado, as shown on the plat of River Bend Townhomes recorded on February 23, 1998 in Condominium Book 2 at Page 111, are hereby submitted and dedicated to use and ownership under the terms, covenants, conditions, easements, restrictions, uses, limitations and obligations set forth in the covenants, conditions and declarations of River Bend Townhomes, recorded on the 17th of July, 1997 in Book 2342 at Page 514, and an amendment recorded on October 28, 1997 in Book 2371 at Page 100, all of the records of the Mesa County Clerk and Recorder's Office; and this Declaration and dedication shall be deemed to run with the land, and shall be a burden and benefit to Declarant, its successors and assigns and any person acquiring and owning an interest in the Real Property and improvements, their grantees, successors, heirs, executors, administrators, devisees or assigns.

3. Upon recordation of this Declaration the described lots shall become a part of River Bend Townhomes and subject to all terms, covenants, conditions and restrictions imposed heretofore and are of record.

IN WITNESS WHEREOF, Declarant has executed this Supplementary Declaration annexing property this 24<sup>th</sup> day of March, 1998.

VISTA DEL RIO, LLC  
a Delaware limited liability company  
By: SHADOWFAX PROPERTIES, INC.  
Managing Member

By: [Signature]  
Julie A. Gilbert, Attorney-in-Fact

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

The foregoing Supplementary Declaration of River Bend Townhouses for Annexation of Additional Lots was subscribed and sworn to before me this 24<sup>th</sup> day of March, 1998, by Julie A. Gilbert as Attorney-in-Fact for Shadowfax Properties, Inc., Managing Member for Vista del Rio, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: March 26, 2002

[Signature]  
Notary Public



1818157 10/28/97 0108PM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$5.00 SURCHG \$1.00

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF RIVER BEND TOWNHOUSES**

**THIS DECLARATION** made on the date hereinafter set forth, by VISTA DEL RIO, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Declarant":

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property in the County of Mesa, State of Colorado, which is described as the River Bend Townhomes, by Plat recorded on the 17<sup>th</sup> day of July, 1997, and Plat Book 2342 at Page 514, Mesa Country Clerk and Recorder's records;

**NOW, THEREFORE**, Declarant hereby declares the following Supplemental Covenants, Conditions, and Restrictions on the River Bend Townhomes:

1. No structure or cover ("structure" herein) may be constructed on or over any patio attached to or used with any lot or unit within River Bend Townhomes. Retractable awnings or patio table umbrellas are allowed.
2. On the following described Lots, no structure may impede egress from the building or unit or impede access to the street or public areas adjacent to the building. No fence more than forty-two (42) inches in height may be built or erected between the following described lots:

In Block One, between Lots 16 and 17; nor between Lots 15 and 18.

In Block Two, between Lots 1 and 4; between Lots 2 and 3; between Lots 14 and 15; nor between Lots 13 and 16.

RIVER BEND TOWNHOUSE OWNERS  
ASSOCIATION INC.

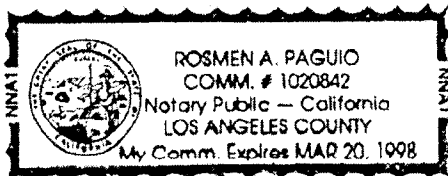
By: Patricia Lanier, Director

STATE OF CALIFORNIA     )  
COUNTY OF LOS ANGELES     )

The foregoing was subscribed and acknowledged before me, a Notary Public in the state aforesaid, this 15<sup>th</sup> day of September, 1997, by PATRICIA LANIER as Director of RIVER BEND TOWNHOUSE OWNERS ASSOCIATION, INC.

My commission expires: March 20, 1998

Witness my hand and official seal.



Rosmen A. Paguio  
Notary Public

1818157 10/28/97 0108PM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$5.00 SURCHG \$1.00

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF RIVER BEND TOWNHOUSES**

**THIS DECLARATION** made on the date hereinafter set forth, by VISTA DEL RIO, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Declarant":

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property in the County of Mesa, State of Colorado, which is described as the River Bend Townhomes, by Plat recorded on the 17<sup>th</sup> day of July, 1997, and Plat Book 2342 at Page 514, Mesa Country Clerk and Recorder's records;

**NOW, THEREFORE**, Declarant hereby declares the following Supplemental Covenants, Conditions, and Restrictions on the River Bend Townhomes:

1. No structure or cover ("structure" herein) may be constructed on or over any patio attached to or used with any lot or unit within River Bend Townhomes. Retractable awnings or patio table umbrellas are allowed.
2. On the following described Lots, no structure may impede egress from the building or unit or impede access to the street or public areas adjacent to the building. No fence more than forty-two (42) inches in height may be built or erected between the following described lots:

In Block One, between Lots 16 and 17; nor between Lots 15 and 18.

In Block Two, between Lots 1 and 4; between Lots 2 and 3; between Lots 14 and 15; nor between Lots 13 and 16.

RIVER BEND TOWNHOUSE OWNERS  
ASSOCIATION INC.

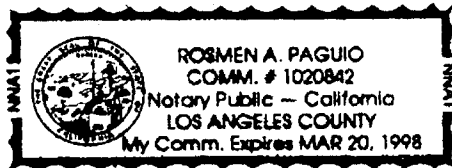
By: Patricia Lanier, Director

STATE OF CALIFORNIA     )  
COUNTY OF LOS ANGELES     )

The foregoing was subscribed and acknowledged before me, a Notary Public in the state aforesaid, this 15<sup>th</sup> day of September, 1997, by PATRICIA LANIER as Director of RIVER BEND TOWNHOUSE OWNERS ASSOCIATION, INC.

My commission expires: March 20, 1998

Witness my hand and official seal.



Rosmen A. Paguio  
Notary Public



**SUPPLEMENTARY DECLARATION OF  
RIVER BEND TOWNHOUSES**

**ANNEXING ADDITIONAL LOTS AND  
SUBJECTING THE ANNEXED LOTS TO  
COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of River Bend Townhouses were recorded on the 17th of July, 1997 in Book 2342 at Page 514, and an amendment recorded on October 28, 1997 in Book 2371 at Page 100, all of the records of the Mesa County Clerk and Recorder's Office;

WHEREAS, pursuant to the terms and conditions of Article VIII of said Declarations, the Declarant reserved the right to expand the project by annexation of additional land and to construct additional units thereon;

WHEREFORE, Declarant, being desirous of adding additional land and townhome units to the Project;

NOW, THEREFORE, Declarant does hereby publish and declare that:

1. Lots 27 through 31, inclusive, and Lots 42 through 48, inclusive, of Block 1, a resubdivision of Blocks 6 and 7, River Bend, Mesa County, Colorado, River Bend Townhomes, Mesa County, Colorado, as shown on the plat of River Bend Townhomes recorded on February 23, 1998 in Condominium Book 2 at Page 111, are hereby annexed to the River Bend Townhomes project.

2. The real property, buildings and improvements constructed and located on the land described as Lots 27 through 31, inclusive, and Lots 42 through 48, inclusive, of Block 1, River Bend Townhomes, a resubdivision of Blocks 6 and 7, River Bend, Mesa County, Colorado, as shown on the plat of River Bend Townhomes recorded on February 23, 1998 in Condominium Book 2 at Page 111, are hereby submitted and dedicated to use and ownership under the terms, covenants, conditions, easements, restrictions, uses, limitations and obligations set forth in the covenants, conditions and declarations of River Bend Townhomes, recorded on the 17th of July, 1997 in Book 2342 at Page 514, and an amendment recorded on October 28, 1997 in Book 2371 at Page 100, all of the records of the Mesa County Clerk and Recorder's Office; and this Declaration and dedication shall be deemed to run with the land, and shall be a burden and benefit to Declarant, its successors and assigns and any person acquiring and owning an interest in the Real Property and improvements, their grantees, successors, heirs, executors, administrators, devisees or assigns.

3. Upon recordation of this Declaration the described lots shall become a part of River Bend Townhomes and subject to all terms, covenants, conditions and restrictions imposed heretofore and are of record.

IN WITNESS WHEREOF, Declarant has executed this Supplementary Declaration annexing property this 26<sup>th</sup> day of March, 1998.

VISTA DEL RIO, LLC  
a Delaware limited liability company  
By: SHADOWFAX PROPERTIES, INC.  
Managing Member

By: [Signature]  
Julie A. Gilbert, Attorney-in-Fact

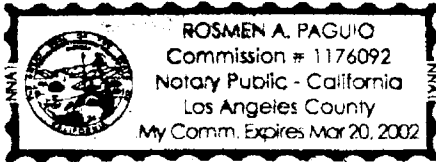
STATE OF CALIFORNIA |  
| ss.  
COUNTY OF LOS ANGELES |

The foregoing Supplementary Declaration of River Bend Townhouses for Annexation of Additional Lots was subscribed and sworn to before me this 26<sup>th</sup> day of March, 1998, by Julie A. Gilbert as Attorney-in-Fact for Shadowfax Properties, Inc., Managing Member for Vista del Rio, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: March 20, 2002

Rosmen A. Paguio  
Notary Public



**SUPPLEMENTARY DECLARATION OF  
RIVER BEND TOWNHOUSES**

**ANNEXING ADDITIONAL LOTS AND  
SUBJECTING THE ANNEXED LOTS TO  
COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of River Bend Townhouses were recorded on the 17th of July, 1997 in Book 2342 at Page 514, and an amendment recorded on October 28, 1997 in Book 2371 at Page 100, all of the records of the Mesa County Clerk and Recorder's Office;

WHEREAS, pursuant to the terms and conditions of Article VIII of said Declarations, the Declarant reserved the right to expand the project by annexation of additional land and to construct additional units thereon;

WHEREFORE, Declarant, being desirous of adding additional land and townhome units to the Project;

NOW, THEREFORE, Declarant does hereby publish and declare that:

1. Lots 27 through 31, inclusive, and Lots 42 through 48, inclusive, of Block 1, a resubdivision of Blocks 6 and 7, River Bend, Mesa County, Colorado, River Bend Townhomes, Mesa County, Colorado, as shown on the plat of River Bend Townhomes recorded on February 23, 1998 in Condominium Book 2 at Page 111, are hereby annexed to the River Bend Townhomes project.

2. The real property, buildings and improvements constructed and located on the land described as Lots 27 through 31, inclusive, and Lots 42 through 48, inclusive, of Block 1, River Bend Townhomes, a resubdivision of Blocks 6 and 7, River Bend, Mesa County, Colorado, as shown on the plat of River Bend Townhomes recorded on February 23, 1998 in Condominium Book 2 at Page 111, are hereby submitted and dedicated to use and ownership under the terms, covenants, conditions, easements, restrictions, uses, limitations and obligations set forth in the covenants, conditions and declarations of River Bend Townhomes, recorded on the 17th of July, 1997 in Book 2342 at Page 514, and an amendment recorded on October 28, 1997 in Book 2371 at Page 100, all of the records of the Mesa County Clerk and Recorder's Office; and this Declaration and dedication shall be deemed to run with the land, and shall be a burden and benefit to Declarant, its successors and assigns and any person acquiring and owning an interest in the Real Property and improvements, their grantees, successors, heirs, executors, administrators, devisees or assigns.

3. Upon recordation of this Declaration the described lots shall become a part of River Bend Townhomes and subject to all terms, covenants, conditions and restrictions imposed heretofore and are of record.

IN WITNESS WHEREOF, Declarant has executed this Supplementary Declaration annexing property this 24<sup>th</sup> day of March, 1998.

VISTA DEL RIO, LLC  
a Delaware limited liability company  
By: SHADOWFAX PROPERTIES, INC.  
Managing Member

By: [Signature]  
Julie A. Gilbert, Attorney-in-Fact

STATE OF CALIFORNIA

ss.

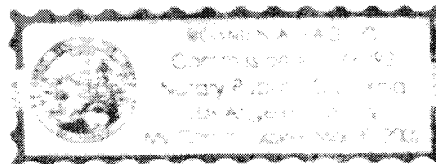
COUNTY OF LOS ANGELES

The foregoing Supplementary Declaration of River Bend Townhouses for Annexation of Additional Lots was subscribed and sworn to before me this 24<sup>th</sup> day of March, 1998, by Julie A. Gilbert as Attorney-in-Fact for Shadowfax Properties, Inc., Managing Member for Vista del Rio, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: March 26, 2002

[Signature]  
Notary Public



**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF RIVER BEND TOWNHOUSES**

**THIS DECLARATION** made on the date hereinafter set forth, by VISTA DEL RIO, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Declarant":

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property in the County of Mesa, State of Colorado, which is described as the River Bend Townhomes, by Plat recorded on the 17<sup>th</sup> day of July, 1997, and Plat Book 2342 at Page 514. Mesa Country Clerk and Recorder's records;

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RIVER BEND TOWNHOUSE OWNERS  
ASSOCIATION INC.

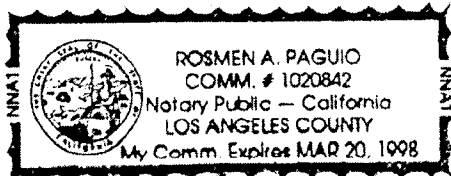
By: Patricia Lanier, Director

STATE OF CALIFORNIA     )  
COUNTY OF LOS ANGELES    )

The foregoing was subscribed and acknowledged before me, a Notary Public in the state aforesaid, this 15<sup>th</sup> day of September, 1997, by PATRICIA LANIER as Director of RIVER BEND TOWNHOUSE OWNERS ASSOCIATION, INC.

My commission expires: March 20, 1998

Witness my hand and official seal.



Rosmen A. Paguio  
Notary Public