

STATE OF COLORADO COUNTY OF MESA
RECORDED AT Y. D. POLICE, A.
RECEPTION NO. 1231328 REG. 14 1980
EVAL SAMUEL RECORDER

BOOK 1270 PAGE 291

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF STAR BRIGHT TOWNHOMES

This instrument is a declaration of the terms, conditions, covenants and restrictions made by Starbright Enterprises, Inc., a corporation, relating to the real property described in Recital Paragraph A.

A. Starbright Enterprises, Inc. ("Declarant") is the owner of the following described real property located in Mesa County, Colorado:

Beginning at the SW Corner of Lot "C", Block One, Village Nine Subdivision Filing 3, located in a part of the SW $\frac{1}{4}$ of Section 30, T.1 S., R.1 E of the Ute Meridian and as filed and recorded in the office of the Mesa County Clerk and Recorder; Thence N 00°12'09" W 80.25 feet; thence S 89°54'52" W 25.00 feet; thence N 00°12'09" W 282.36 feet; thence N 89°54'52" E 345.00 feet; thence S 00°12'09" E 99.80 feet; thence S 89°54'52" N 245.00 feet; thence S 00°12'09" E 252.50 feet; thence N 89°54'52" E 22.50 feet; thence S 00°12'09" E 10.39 feet; thence S 89°57'37" W 97.50 feet to the point of beginning, containing 1.353 acres.

B. By this instrument, Declarant establishes a plan for the use, ownership, enjoyment and preservation of the Property.

Therefore, it is hereby declared that the Property will be held, sold and conveyed subject to the restrictions, covenants, terms and conditions of this instrument and the easements created by this instrument. The terms, conditions and provisions specified in this instrument shall be appurtenant to and run with the Property and shall be binding on all persons and corporations who now have or subsequently acquire any right, title or interest in the Property, or any part thereof, and will be for the benefit of each owner of any part of the Property, including Declarant.

ARTICLE I. DEFINITIONS.

For the purpose of this Declaration, the following definitions apply:

1.1 "Declaration" means the terms, conditions and provisions stated in this instrument.

1.2 "Association" means Star Bright Townhomes Association, a Colorado corporation formed pursuant to the provisions of the Colorado Non-Profit Corporation Act.

1.3 "Property" means and refers to the real estate described in Recital Paragraph A of this Declaration, and such additional real estate as may be brought within the jurisdiction of the Association and made subject to this Declaration.

1.4 "Articles" mean the Articles of Incorporation of the Association filed with the Secretary of State of Colorado, as the same may be amended from time to time.

1.5 "Member" or "Members" means and refers to every person or entity who is a member of the Association.

1.6 "By-laws" means and refers to the by-laws of the Association, as the same are amended from time to time.

1.7 "Declarant" means Starbright Enterprises, Inc.

1.8 "Owner" or "Owners" means any one or more persons, corporation, partnership or association who own any "Unit", as defined in Subsection 1.10 of this Declaration, including contract purchasers. However the term "Owner" or "Owners" does not include or refer to any person, corporation, partnership or association who holds an interest in any Unit merely as security for the payment of an obligation.

1.9 "Common Area" means the following described real estate, which is a part of the Property and which will be owned by the Association and utilized for the common use and enjoyment of the Members of the Association:

Beginning at the SW Corner of Lot "C", Block One, Village Nine Subdivision Filing 3, located in a part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 30, T.1 S., R.1 E of the 13th Meridian and as filed and recorded in the office of the Mesa County Clerk and Recorder; Thence N 00°12'09" W 80.25 feet; thence S 89°54'52" W 25.00 feet; thence N 00°12'09" W 282.36 feet; thence N 89°54'52" E 345.00 feet; thence S 00°12'09" E 99.80 feet; thence S 89°54'52" W 245.00 feet; thence S 00°12'09" E 252.50 feet; thence N 89°54'52" E 22.50 feet; thence S 00°12'09" E 10.39 feet; thence S 89°57'37" W 97.50 feet to the point of beginning, containing 1.353 acres, EXCEPT Lots 1 to 12, inclusive, of 257 Beacon Court, AND ALSO EXCEPT Lots 1 to 6, inclusive of 255 Beacon Court, AND ALSO EXCEPT Lots 1 to 8, inclusive of 251 Beacon Court, all being in Star Bright Townhomes, a subdivision.

1.10 "Unit" means and refers to a building site, together with the improvements on such site, as shown on the plat and map of Star Bright Townhomes to be recorded in the records of Mesa County, Colorado, excluding the Common Area.

1.11 "Plat" means the drawing or diagrammatic plan depicting all of the Property described in Recital Paragraph A and which will be filed of record in Mesa County, Colorado as the plat of Star Bright Townhomes.

1.12 "Board" means the board of directors of the Association.

ARTICLE II. CONTENTS OF PLAT.

2.1 The Plat will be composed of one or more sheets or documents which will be filed for record prior to the first conveyance of any Unit. The Plat will consist of (i) the legal description of the surface of the Property, (ii) the outside linear measurement and location of the Common Area and all Units and a designation, by number or letter, of each Unit. The Plat will be certified by a licensed professional engineer verifying that the Plat accurately depicts the location and measurements of all Units, the Common Area, and all roads, easements and rights of way.

2.2 The Plat, at the election of Declarant, may be amended at any time prior to the first conveyance of a Unit; provided, any such amendment will substantially conform to the provisions of this Declaration.

ARTICLE III. MEMBERSHIP.

3.1 Every Owner will be a Member of the Association. Membership will be appurtenant to and may not be segregated from ownership of any Unit. No person, partnership or corporation who is not an Owner of an interest in a Unit can qualify for or be a Member of the Association.

ARTICLE IV. MEMBERS' VOTING RIGHTS.

4.1 A Member shall be entitled to one vote for each Unit owned. If more than one person, corporation or association owns an interest in the same Unit, all shall be Members; provided, only one vote may be cast for each Unit.

ARTICLE V. OWNERS' RIGHTS TO COMMON AREA.

Every Owner will have a right and easement to use the Common Area, subject to the rules and regulations established by the Board, as provided in the By-Laws and subject also to the rights of the respective Owners of Units to use the facilities to be constructed on the Common Area as provided in Article XVIII of this Declaration. The rights of each Owner to use the Common Area shall be subject to the following additional provisions:

5.1 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority for the purposes and subject to such conditions as may be approved by a majority of the Owners, including Declarant, and the approval of the holder of any encumbrance on any portion of the Property. The provisions of the Subsection, requiring approval of the Owners, will not apply to any street, alley or other public way shown on the Plat and dedicated for public use prior to the first conveyance of any Unit.

5.2 The right of the Association to suspend the voting rights and use of the recreational facilities on the Common Area by any Owner for the period of time during which any assessment against that Owner's Unit is unpaid and for a period of time, not to exceed thirty (30) days for an Owner's violation of the published rules and regulations of the Association.

5.3 The right of the Association to pledge the Common Area as security for the repayment of any funds borrowed by the Association for the purpose of improving the Common Area and the improvements on the Common Area; provided, the Common Area will not be pledged as security for the payment of any obligation due by the Association, unless such action is approved in writing by two-thirds (2/3) of the Owners of Units.

5.4 The members of the immediate family of any Owner will have the same rights to use and enjoy the Common Area as the Owner. Any Owner may also delegate the right to use the Common Area to any tenant or contract purchaser of a Unit; provided, if the rights to use and enjoy the Common Area are assigned and delegated to a tenant or contract purchaser, then the rights of the Owner to use the Common Area shall be exercised only by the tenant or contract purchaser.

ARTICLE VI. TITLE TO THE COMMON AREA.

6.1 Prior to the first conveyance of any Unit, Declarant will convey marketable title to the Common Area to the Association, free and clear of all liens and encumbrances.

ARTICLE VII. USE, OCCUPANCY AND MAINTENANCE OF UNITS.

7.1 Each Unit shall be used and occupied only for the purpose of lodging or as a dwelling by the Owner, his family, guests, agents, employees, invitees, licensees or tenants. No business will be conducted in any Unit. However, the Declarant and the Association may conduct such business as they consider necessary for the development, construction, operation and maintenance of the Property and the Common Area.

7.2 Owner shall maintain the interior of any improvements constructed on his Unit in good order and condition at all times, including, but not limited to all utility lines, pipes, wires, conduits and other systems located within the interior boundaries of his Unit. If the Board determines that any Unit is not being properly maintained and kept in good order and condition by the Owner, then the Association may do such work on that Unit as the Board considers necessary to place the same in good order and condition and add the cost of any such work done by the Association on a Unit to any assessment due or which subsequently becomes due by the Owner, plus interest at a per annum rate equal to the prime rate in effect at the United States Bank of Grand Junction, Colorado on the date the Association spends any funds for the purpose of placing the applicable Unit in good order and condition. Any amount added to a Unit Owner's assessment, pursuant to this Section, will for all purposes be considered an assessment against the applicable Unit in the same manner as though such assessment had been made pursuant to Article IX of this Declaration.

7.3 Each Unit Owner will maintain his Unit, as well as the improvements, lawns and shrubs located on his Unit in a clean and orderly condition at all times and will comply with any reasonable rules and regulations enacted by the Board with respect to the care, maintenance and upkeep of Units and the improvements located on the Units.

ARTICLE VIII. MAINTENANCE OF COMMON AREA.

8.1 The Association, at its expense, will maintain the Common Area and all improvements located upon the Common Area and the exterior of any improvements located on any Unit.

ARTICLE IX. ASSESSMENTS AND LIENS AGAINST UNITS.

9.1 All Unit Owners shall be obligated to pay the assessments imposed by the Board for the maintenance, care, improvement and repair of the Common Area and the exterior of improvements on any Unit. Assessments will be due and payable on the dates and in the manner specified by the Board at the time such assessment is imposed. Each Owner will be personally liable for the payment of assessments on his Unit and any assessment not paid on or prior to the due date specified by the Board, will bear interest from the due date at a per annum rate equal to the prime rate in effect at the United States Bank of Grand Junction, Colorado, on the date such assessment becomes due. In addition to personal liability of the Owners, the Association will have a continuing lien against each Unit for the amount of any such assessment, plus interest accrued, costs and reasonable attorneys fees, if any, incurred in connection with foreclosure of such lien. If not paid by the applicable Owner, payment of the lien may be enforced by foreclosure in the same manner as an encumbrance upon real property at any time after recording of a notice of such lien as provided in Subsection 9.3.

9.2 If suit is commenced against an Owner to collect payment of any assessment due and in such suit the Association does not request foreclosure of the lien against the Owner's Unit, then the Owner agrees to pay the Association's attorneys fees and costs reasonably incurred in such action.

9.3 To evidence any lien on a Unit, the Board or the Managing Agent of the Association may, but will not be obligated to, prepare a written statement and claim of such lien, which statement will specify the amount of the unpaid assessment, the interest rate accruing on the unpaid amount, the name of the Owner and the legal description of the Unit. Any such notice shall be signed by one member of the Board or the Managing Agent and may be recorded in the office of the Clerk and Recorder of Mesa County, Colorado. Whether or not recorded on such date, the lien will attach from the due date of the assessment. If the lien is foreclosed, the proceeds received upon sale of the Unit through foreclosure proceedings, will be utilized and applied to satisfy (i) any liens or encumbrances which are superior to the lien of the Association (unless foreclosure is conducted subject to any such prior encumbrances), (ii) taxes and special assessments then due, (iii) unpaid assessments due the Association, (iv) junior liens and finally (v) the Owner's equity in the order specified above.

9.4 All liens of the Association on any Unit shall be superior or prior to any other liens and encumbrances except the following:

(a) Taxes and special assessments on the particular Unit held by any assessing governmental agency; and

(b) All amounts due on any first lien mortgage or deed of trust shown of record at the time the Association's lien becomes effective, including any attorneys fees, costs and other charges due as provided in any such first mortgage or trust deed.

9.5 Any personal obligation of an Owner to pay assessments will not pass to any successor in title to the particular Unit involved, unless expressly assumed by the successor.

ARTICLE X. USE OF ASSESSMENTS AND ASSOCIATION INSURANCE.

Assessments levied by the Association will be used only for the following purposes:

10.1 Maintenance, repair and improvement of the Common Area and the exterior of improvements on the Units.

10.2 To provide adequate insurance of any and all types and kinds and in such amount as the Board considers necessary and as required by Section 10.7 of this Article X.

10.3 Payment of all charges incurred for water, sewer, and other utilities utilized in connection with the Common Area and for the removal of trash and refuse from the Units.

10.4 The accumulation of a cash reserve for the exterior maintenance of the improvements located on any Unit, including, but not limited to, painting, replacement and maintenance of roofs, gutters, downspouts, exterior walls and glass.

10.5 To maintain all utility lines and systems located upon and used in connection with the Common Area or subsequently installed on such area.

10.6 Payment of any obligation incurred as a result of any agreements with any governmental agency for the maintenance and improvement of the Common Area.

10.7 The Board of Directors of the Association shall obtain and maintain, to the extent obtainable, the following insurance:

(a) Fire insurance with extended coverage (including vandalism and malicious mischief) and "inflation guard" provisions and coverage in an amount equal to the full replacement value of all improvements located on all of the Units and all improvements located on the Common Area. Such insurance will not include coverage for any furniture, furnishings and other personal property supplied and installed in the improvements on a Unit by the Owner and will not include "additional living expense" coverage for any Owner. Such insurance shall provide that no deduction will be made for depreciation of improvements from the proceeds payable in the event of loss. All policies of insurance shall contain a standard mortgage and loss payable clause in favor of any mortgagee of improvements located upon the Common Area or any Unit.

(b) Public liability insurance in such limits as the Board may from time to time determine, covering each Unit Owner, the Association and each member of the Board. Public liability coverage shall also include and cover cross liability claims of one insured against another.

(c) Such other and additional insurance as the Board may determine from time to time to be necessary or desirable.

10.8 The Board of Directors shall annually obtain an appraisal of all insured improvements for the purpose of establishing the full replacement value thereon.

10.9 "Additional Living Expense" coverage, if desired, and casualty insurance (including vandalism and malicious mischief) covering an Owner's personal property located within or upon any Unit and liability insurance coverage for bodily injury or property damage occurring in the improvements on an Owner's Unit shall be obtained and maintained by each Unit Owner, in such amounts and providing such coverages as the Owner determines.

10.10 Title to any Unit is declared and expressly made subject to the terms and conditions of this Declaration, and acceptance by any grantee of a deed from the Declarant, or any successor in interest of the Declarant, shall constitute an irrevocable appointment by each Owner of the Association as his attorney in fact, in the name, place and stead of each such Owner for the purpose of dealing with the improvements on any Unit in the event of damage, loss or destruction occurring as a result of any insured casualty or event. As such attorney in fact, the Association, by its appropriate officers, has full power and complete authorization and right to make, execute and deliver any contract or any other instrument or do any act with respect to the interest of the applicable Owner which may be necessary and appropriate to repair, reconstruct or replace any loss or damage occurring as a result of an insured casualty or other event.

10.11 The Association agrees to cause any repair or replacement required as a result of an insured casualty or event to be promptly made; provided, in no event shall the Association be liable or responsible to provide interim living quarters for any Owner, or any member of the Owner's family who resides with the Owner in the improvements on a Unit, during the period the Owner may be dispossessed during the course of any such repair or replacement.

10.12 If for any reason the insurance proceeds are insufficient to repair or reconstruct any damaged improvements, whether improvements on a Unit or on the Common Area, such damage or destruction shall be promptly repaired and reconstructed by the Association, first utilizing the proceeds of any applicable insurance and the deficiency, if any, shall be a common assessment made against all of the Owners pursuant to the provisions of Article IX of this Declaration.

ARTICLE XI. REGULAR ASSESSMENTS.

11.1 Regular assessments for the Units for each calendar year shall be estimated by the Board prior to December 31 of the preceding year; provided, until January 1 of the year immediately following the first conveyance of a Unit to an Owner, the maximum annual assessment will be \$900.00 per Unit.

11.2 Written notice of the regular assessment, the manner of payment of such assessment and the due dates for the payment of such assessments shall be sent to each Owner on or prior to January 10 of the year for which such assessments are made.

11.3 Upon written request, the Association will furnish a certificate in writing signed by an officer of the Association to any lending agency, prospective purchaser or other person or corporation having a valid reason to make such request. The certificate will state the total amount of the regular or special assessment for the year during which such request is made, the payment status of such assessment and the total amount of any delinquent assessment, plus interest accrued thereon. The Association may impose a reasonable charge, to be established by the Board, for the issuance of any such certificate. Any certificate as provided in this Subsection 11.3 may be conclusively relied upon by the requesting party as an accurate statement of such assessments and the status thereof.

ARTICLE XII. SPECIAL ASSESSMENTS.

The Association may levy special assessments against the Units for the following purposes:

12.1 Payment of any deficiency not covered by the regular assessment estimated by the Board pursuant to Article XI above; and

12.2 The cost of any unexpected repairs or replacement of an improvement on the Common Area or any Unit or the construction or reconstruction of additional improvements, including the necessary fixtures and personal property relating to any such repair, replacement or improvement; provided, any assessment for the construction or reconstruction of a capital improvement must first be approved in writing by two-thirds (2/3) of the votes of the Members at a meeting called for the purpose of approving such assessment, notice of which meeting must be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting date. The notice shall also state the purpose of the meeting. Any special assessment imposed against a Unit by the Board will be payable on the date and in the manner established by the Board.

ARTICLE XIII. UNIFORM RATE.

13.1 All assessments (other than an assessment made pursuant to Section 7.2) must be established at a uniform and equal rate for all Units.

ARTICLE XIV. COMMON WALLS.

14.1 Mutual reciprocal easements are hereby created, declared and granted with respect to all common or party walls between townhouses

constructed or to be constructed on the Units. Every Owner of a Unit, and any successor of any such Owner, will be considered as having accepted title to the easement for which provision is made in this Section, even though the conveyance transferring such Unit makes no reference to the easement.

14.2 Each wall built as a part of the original construction of adjoining townhouses will constitute a common or party wall. To the extent the same are not inconsistent with the stated terms of this Declaration, the statutes, regulations and the rules of the courts of Colorado regarding party walls will apply to all common walls constructed on the Property.

14.3 Any Owner who willfully or negligently causes the improvements on his Unit or a common wall to be exposed to the elements or otherwise damaged or destroyed, shall bear the whole cost of replacing or adequately repairing the common wall.

14.4 The right of any Owner to contribution from any other Owner will be an appurtenance to and run with the Units and will pass to and be binding upon the successors in title of the applicable Units.

ARTICLE XV. SETTLEMENT OF DISPUTES.

15.1 If any dispute arises between two Owners of Units concerning a common wall, such dispute shall be arbitrated by no less than three (3) members of the Board, all of whom shall be designated and appointed by the President of the Association or the Board if the President is a party to a dispute. No party to the dispute may act as an arbitrator. The arbitrators shall be appointed by the President within fifteen (15) days following notice to the adverse party and a request for arbitration by a party to the dispute.

ARTICLE XVI. ARCHITECTURAL CONTROL.

16.1 No building, fence, wall or other structure may be constructed or maintained on any Unit by any Owner, nor shall any exterior change or alteration be made to any improvement constructed on any Unit (including change of exterior colors) until the plans and specifications (including designation of color) of any such change or alteration have been submitted to and approved in writing by the Board or an architectural control committee appointed by the Board. If the Board, or its designated committee, fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted, approval will be considered to have been given.

ARTICLE XVII. USE AND ENJOYMENT OF THE COMMON AREA.

Use and enjoyment of the Common Area will be subject to the restrictions set forth in Article V of this Declaration and the following additional restrictions and conditions:

17.1 No use will be permitted which will violate the rules, regulations and laws of any governmental authority having jurisdiction over the Common Area.

17.2 No Owner may place any structure of any kind on the Common Area, nor shall any Owner engage in any activity which will temporarily or permanently deny or prevent access to the Common Area.

17.3 The Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board in accordance with the By-Laws.

17.4 No structure will be constructed on the Common Area, nor will any use ever be made of the Common Area if such use would prevent or deny reasonable ingress and egress to the Owner of any Unit. The right of ingress and egress to such Units by vehicle or otherwise is expressly granted.

ARTICLE XVIII. GENERAL USE RESTRICTIONS.

18.1 The Units are to be used for residential dwelling purposes only and appurtenant uses relating to the convenience and enjoyment of

residential use. All buildings or structures erected upon any Unit shall be of new construction and no buildings or structures will be moved from other locations to any Unit. No temporary structure, trailer, basement, garage or other out building may be used for residential purposes.

18.2 No animals, livestock or poultry of any kind may be raised, bred or maintained on any Unit; provided, one dog, cat or other common household pets may be kept on any one Unit, but shall not be allowed to run unrestrained or at will in the Common Area or any other part of the Property.

18.3 No displays or signs, except "For Rent" or "For Sale" signs or displays (not exceeding five square feet in size), billboards, unsightly objects, or nuisances may be erected, placed or maintained on any part of the Property. All clotheslines, service yards, wood piles, storage piles, garbage and refuse cans, and other equipment maintained on a Unit by an Owner must be screened by adequate planting or fencing to conceal those facilities from view of neighboring Units and streets within the Common Area. All rubbish, trash and garbage shall be regularly removed from each Unit and shall not be allowed to accumulate.

18.4 No planting or gardening will be permitted on any Unit, except lawns, shrubs, trees and gardens.

18.5 No boat, camper, trailer, snowmobile or other similar vehicle may be parked or maintained on the Common Area, any Unit or Appurtenant Facilities for a period exceeding twenty-four (24) hours. Upon violation of the provisions of this Section, the Association may enforce this restriction by having any such offending vehicle towed away or impounded at the expense of the owner thereof.

ARTICLE XIX. ACTIVITIES DURING CONSTRUCTION PERIOD.

19.1 The provisions of Section 18.3 of this Declaration shall not apply to any construction or maintenance conducted by Declarant, its agents, subcontractors and employees during the construction of the original townhouses on the Property and during the period of original sale of Units.

ARTICLE XX. MORTGAGING A UNIT -- PRIORITY.

20.1 Any Owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or security document. A first mortgage shall be one which has first and paramount priority under applicable law. The Owner of a Unit may create junior lien subject to the condition that the junior lien will always be subject and subordinate to all of the terms, conditions, covenants, restrictions, uses and obligations (including lien for assessments) created by this Declaration and the By-Laws of the Association.

ARTICLE XXI. TRANSFERS BY DECLARANT.

21.1 Any rights or interests reserved to the Declarant in this Declaration may be transferred or assigned by the Declarant.

ARTICLE XXII. TERMINATION OF DECLARANT'S OBLIGATIONS.

22.1 When all of the Units have been sold by Declarant, and the Declarant is no longer the owner of any Unit, all of the Declarant's obligations under this Declaration, specifically including obligations, if any, to construct, maintain or repair any building or other improvement, will cease and terminate.

ARTICLE XXIII. MAILING OF NOTICES.

23.1 Each Owner must register his mailing address with the Association and all notices or demands intended to be served upon any owner shall be sent by registered or certified mail, postage prepaid, addressed in the name of the owner at the address registered with the Association. All

notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association to be supplied to each Owner at the time each such Owner acquires title to a Unit. Notices to be given to an Owner or the Association shall be considered given when deposited in the United States Mail in the form and in the manner provided in this Section 23.1.

ARTICLE XXIV. COMPLIANCE WITH ARTICLES, BY-LAWS AND DECLARATION.

24.1 Each Owner must comply strictly with the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and the rules, regulations, decisions and resolutions of the Board, as the same may be lawfully promulgated from time to time. Failure to comply with any of the provisions of this Declaration will entitle the Association to initiate action to recover amounts due for damages, other funds due the Association by an Owner or injunctive relief against the offending Owner.

ARTICLE XXV. REVOCATION OR AMENDMENT OF DECLARATION.

25.1 This Declaration shall not be revoked nor shall any of the provisions be amended unless the Owners of seventy-five percent (75%) of the Units and seventy-five percent (75%) of the holders of a first lien mortgage or deed of trust relating to the Units agree to such revocation or amendment by written instrument to be recorded in the records of Mesa County, Colorado.

ARTICLE XXVI. SEVERABILITY.

26.1 If any of the provisions of this Declaration, or any paragraph, sentence, clause, phrase or other statement, is invalid for any reason, such invalidity will not affect the validity of the remaining provisions of this Declaration.

ARTICLE XXVII. CONSTRUCTION.

27.1 Whenever used herein, unless the express provisions of this document otherwise require, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

ARTICLE XXVIII. MODIFICATION BY DECLARANT.

28.1 Declarant reserves and retains the absolute right to make modifications, additions or deletions to this Declaration prior to the first conveyance of a Unit.

ARTICLE XXIX. BINDING EFFECT.

29.1 The provisions of this Declaration shall be binding upon and inure to the benefit of the heirs, personal representatives and successors in interest of Declarant and the Owners.

ARTICLE XXX. EFFECT OF DEED TO OWNER.

30.1 Any Owner who acquires title to any Unit will, by the acceptance of the deed conveying such unit to him, agree to be bound by and accept the terms, conditions and provisions of this Declaration, even though there is no specific mention of this Declaration in such deed.

Declarant has executed this Declaration on the 19th day of June, 1980.

STARBRIGHT ENTERPRISES, INC.

By [Signature]
President

[Circular Notary Seal]
ATTEST AUG 20 1980
[Signature]
Secretary

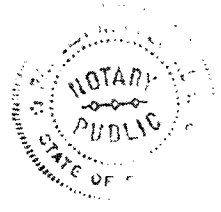
STATE OF Colorado)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this day
of June, 1980, by James Markle as President and Charles Gotanda
as Secretary of Starbright Enterprises, Inc.

Witness my hand and official seal.

My Commission expires: February 1, 1983

Pamela R. Deluca
Notary Public



129771R

11:05 AM BLES PLOS

JUL 29 1982 E.SAWYER-CLK&REC MESA CTY,CO

AMENDMENT OF THE DECLARATION OF THE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
STAR BRIGHT TOWNHOMES

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Declaration of the Covenants, Conditions and Restrictions for Star Bright Townhomes was recorded in Book 1270 at Pages 291-300, both inclusive, in the records of the Mesa County, Colorado, Clerk and Recorder;

WHEREAS, the undersigned Owners own at least 75% of the units of Star Bright Townhomes; and

WHEREAS, the undersigned Lienholders own at least 75% of the number of liens of record encumbering Star Bright Townhomes' units; and

WHEREAS, the Declarant of the Declaration of the Covenants, Conditions and Restrictions for Star Bright Townhomes wishes to amend such Declaration, as hereinafter set forth, and the undersigned Owners and Lienholders agree and consent to such amendment as hereinafter set forth.

NOW, THEREFORE, Declarant does hereby amend the Declaration referred to above and is hereby published and declared that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land, shall be a burden upon and benefit to the Owners of Units of Star Bright Townhomes, their successors and assigns, and any person or entity acquiring or owning an interest in the real property and its improvements, their grantees, successors and assigns.

FIRST: Article IX, Section 9.1, is hereby revoked and deleted and supplanted by the following:

9.1 (a) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(b) Maximum Annual Assessment. 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 Twenty Dollars (\$420.00) per lot.

(i) 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 10% above the maximum assessment for the previous year without a vote of the membership.

(ii) 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 10% 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.

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

(c) 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 purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(d) Notice and Quorum for Any Action Authorized Under Paragraph Maximum Annual Assessment and Special Assessments for Capital Improvements. Written notice of any meeting called for the purpose of taking any action authorized under these paragraphs shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECOND: Article XII is hereby deleted and revoked in its entirety.

THIRD: Article XV is hereby deleted and revoked in its entirety and supplanted with the following, to-wit:

Article XV Settlement of Disputes.

This Article is changed to read as follows: If any dispute arises between the Owners of Units, each Owner to the dispute shall appoint an arbitrator and together the two arbitrators should select a third arbitrator.

FOURTH: Except as specifically amended by the provisions of this Amendment of the Declaration of the Covenants, Conditions and Restrictions for Star Bright Townhomes, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has duly executed this Amendment to the Declaration of the Covenants, Conditions and Restrictions for Star Bright Townhomes this 2nd day of July, 1982.

TOWNHOMES, ASSOCIATION
STAR BRIGHT ~~XXXXXXXXXXXX~~

By Robert S. [Signature]
President

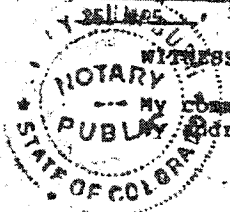
ATTEST
Sonya K. Bailey
Secretary Sonya K. Bailey

OWNERS:	UNIT(S) (inclusive)
<u>Henry Williams</u>	257 # 5
<u>Henry Williams</u>	257 # 7
<u>Henry Williams</u>	257 # 8
<u>Elizabeth & Mark</u>	257 # 1
<u>Elizabeth & Mark</u>	257 # 4
<u>Elizabeth & Mark</u>	257 # 6
<u>Carolyn Johnson</u>	257 # 2

STATE OF COLORADO)
) ss.
 COUNTY OF MESA)

The foregoing Amendment to the Declaration of the Covenants, Conditions and Restrictions for Star Bright Townhomes was acknowledged before me this 2nd day of July, 1982, by Joe D. & Maurine M. Himes as the Owner of Units 1 through 251 & 1, inclusive, of Star Bright Townhomes.

WITNESS my hand and official seal.



My commission expires: August 20, 1984
 My address is: 389 1/2 Ridgeview Dr. Grand Junction, Colo. 81501

Cynthia Johnson
 Notary Public

STATE OF COLORADO)
) ss.
 COUNTY OF MESA)

The foregoing Amendment to the Declaration of the Covenants, Conditions and Restrictions for Star Bright Townhomes was acknowledged before me this 2nd day of July, 1982, by Gary G. & Sonya K. Bailey as the Owner of Units 1 through 251 & 1, inclusive, of Star Bright Townhomes.

WITNESS my hand and official seal.



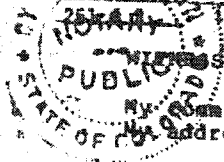
My commission expires: Aug. 20, 1984
 My address is: 389 1/2 Ridgeview Drive Grand Junction, Colo. 81501

Cynthia Johnson
 Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

BOOK 1384 PAGE 677

The foregoing Amendment to the Declaration of the Covenants, Conditions and Restrictions for Star Bright Townhomes was acknowledged before me this 3rd day of July, 1982, by Stephen Conivan as the Owner of Units 1 through 1 inclusive, of Star Bright Townhomes.



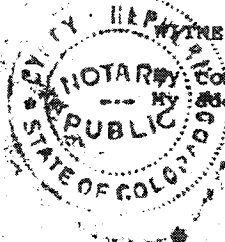
WITNESS my hand and official seal.

My Commission expires: August 20, 1984
My address is: 389 1/2 Ridgeview Drive Grand Junction, Colo. 81501

Amy Hepburn
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Amendment to the Declaration of the Covenants, Conditions and Restrictions for Star Bright Townhomes was acknowledged before me this 3rd day of July, 1982, by Mark R. Johnson and by Carolyn Johnson as Owners of Unit 257 # 2 of Star Bright Townhomes.



WITNESS my hand and official seal.

My Commission expires: August 20, 1984
My address is: 389 1/2 Ridgeview Drive Grand Junction, Colo. 81501

Amy Hepburn
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Amendment to the Declaration of the Covenants, Conditions and Restrictions for Star Bright Townhomes was acknowledged before me this 2nd day of July, 1982, by Robert Somerville and by Robert Somerville as Owners of Unit 257 # 11 of Star Bright Townhomes.



WITNESS my hand and official seal.

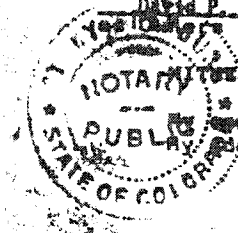
My Commission expires: August 20, 1984
My address is: 389 1/2 Ridgeview Drive Grand Junction, Colo. 81501

Amy Hepburn
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Amendment to the Declaration of the Covenants, Conditions and Restrictions for Star Bright Townhomes was acknowledged before me this 7th day of July, 1982, by

David P. Baug and by _____
as Owners of Unit 255 # 2 of Star Bright Townhomes.



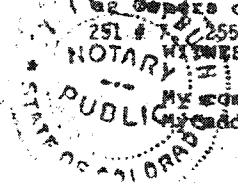
WITNESS my hand and official seal.
My commission expires: August 20, 1984
My address is: 389 1/2 Ridgeview Drive Grand Junction, Colo. 81501

Candy Hepburn
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Amendment to the Declaration of the Covenants, Conditions and Restrictions for Star Bright Townhomes was acknowledged before me this 7th day of July, 1982, by

Barty E. Williams and by _____
as Owners of Unit _____ of Star Bright Townhomes.



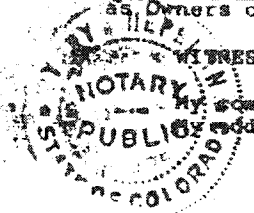
WITNESS my hand and official seal.
My commission expires: August 20, 1984
My address is: 389 1/2 Ridgeview Drive Grand Junction, Colo. 81501

Candy Hepburn
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Amendment to the Declaration of the Covenants, Conditions and Restrictions for Star Bright Townhomes was acknowledged before me this 7th day of July, 1982, by

Douglas F. Muth and by Elizabeth E. Muth
as Owners of Unit 257 # 1 of Star Bright Townhomes.
257 # 4 and 257 # 6



WITNESS my hand and official seal.
My commission expires: August 20, 1984
My address is: 389 1/2 Ridgeview Drive Grand Junction, Colo. 81501

Candy Hepburn
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

BOOK 1384 PAGE 682

The foregoing Amendment to the Declaration of the
Covenants, Conditions and Restrictions for Star Bright Townhomes
was acknowledged before me this 7th day of July, 1982, by
and by _____
as Owners of Unit _____ of Star Bright Townhomes.

WITNESS my hand and official seal.

My commission expires:
My address is:

Notary Public _____

LIENHOLDER:

Douglas A. Kent

First Natl Bank in Good to maintain

By Douglas A. Kent
Vice President

UNIT(S)
(inclusive)
251 Beacon Court
Units 1,2,3,5,6,8
255 Beacon Court # 2,3.
257 Beacon Court
Units 1, 4,6,10 & 11

ATTEST:

Ralph D. Dierhoff
Secretary
A.V.P.

LIENHOLDER:

Mesa United Bank of
Grand Junction N. A.

By [Signature]
Executive Vice President

UNIT(S)
(inclusive)

251 Beacon Ct # 7
255 Beacon Ct # 1,4,5
and 6
257 Beacon Ct # 5,7,8,
9, and 12

ATTEST:

[Signature]
Secretary Asst. Vice Pres.