

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR ORCHARD VALLEY SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by FRUITA DEVELOPMENT, a Colorado partnership, 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: All lots in Orchard Valley Subdivision as described on the Subdivision Map recorded in Book 13 at Page 80 of the Mesa County, Colorado records and desires to subject said real property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

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

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Orchard Valley Homeowners Association, Inc., its successors and assigns.

Section 2. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the real property described in the recital above, and such additions thereto as may be annexed thereto and brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded Subdivision Map of the Properties.

Section 5. "Declarants" shall mean and refer to Fruta Development, a Colorado partnership.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Architectural Control Committee" shall mean the committee appointed by the Board of Directors of the Association.

Section 8. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the Bylaws of the Association or appointed by Declarants as therein provided.

Section 9. "Common Expenses" shall mean the Owners' pro rata share of the Association's operating expenses including, but not limited to, maintenance and repairs to the irrigation systems, management costs, salaries and employment taxes, reserves, capital improvements, assessments and all other charges which the Association may levy upon the Owners in accordance with the Declaration.

Section 10. "Articles" or "Bylaws" shall respectively mean the Articles of Incorporation for the Association filed with

the Colorado Secretary of State and Bylaws adopted by the Association as amended from time to time.

Section 11. "Irrigation Facilities" shall mean the irrigation pond and easements shown on the Subdivision Map together with all pumps, pipelines, and other distribution facilities for irrigation water located within the Properties.

ARTICLE II  
SCOPE OF DECLARATION AND RIGHTS RESERVED BY DECLARANT

Section 1. Property Subject to Declaration. Declarant, as the owner of fee simple title to the Properties, expressly intends to and, by recording this Declaration, does hereby subject the Properties to the provisions of this Declaration.

Section 2. Conveyances Subject to 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 on any person having at any time any interest or estate in the Properties, and their respective heirs, successors, representatives or assigns. A reference in any deed of conveyance, lease, mortgage, deed of trust or 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 or reserved or declared herein as though fully and completely set forth in their entirety in any such document.

ARTICLE III  
PROPERTY RIGHTS

Section 1. Owners' Right of Enjoyment. Every Owner shall have a right to the beneficial enjoyment in and to the irrigation facilities for irrigation purposes serving the Properties, 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 operate, repair, manage and administer the irrigation system to charge reasonable fees for the use of said facilities;

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

(c) the right of the Association to dedicate or transfer all or any part of the irrigation facilities 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 two-thirds (2/3) of the Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws his right of enjoyment of the irrigation facilities for irrigation purposes to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV  
RESTRICTIONS ON USE

Section 1. No structure shall be erected, altered, placed or permitted on any Lot within the Properties except for use as a single-family residence and a private garage of a size not larger than required to house three (3) automobiles. Not more than one residential building shall be permitted per Lot.

Section 2. Only new construction shall be permitted within the Properties and no structures for occupancy as residences shall be moved upon Lots within the Properties. No structure shall be built which does not meet or exceed requirements of the Uniform Building Code then in effect at the time of construction.

Section 3. No temporary building or structure of any type or kind shall be used at any time for a residence, either temporary or permanent. No mobile homes, trailer homes or other movable structures shall be permitted as dwellings within the Properties.

Section 4. Landscaping shall be of a type complimentary to the residential character of the Properties and be acceptable to the Architectural Control Committee. Desert or "native plant" landscaping shall be acceptable. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot, and all planted areas between his Lot and adjacent streets, if any, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly materials.

Section 5. No noxious or offensive trade or activity shall be carried on within any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No Lot may be used for commercial purposes except for home occupations. "Home occupations" as used herein means an occupation by the resident conducted totally within the principal building which does not entail the delivery of goods and services to customers upon the premises. For example, an insurance agent may use his residence as a personal office so long as customers are not permitted to come to the residence; but the establishment of a barber shop or a beauty shop is prohibited. Fruit stands, machinery repair and all other occupations requiring external buildings are specifically prohibited.

Section 6. No Lot shall be used as a dumping ground for rubbish. All garbage, rubbish and trash shall be placed and kept in covered containers and shall not be allowed to accumulate on any Lot. In no event shall any container be maintained where visible from neighboring property except to make the same available for collection and then only for a period of twenty-four (24) hours.

Section 7. No animals other than a reasonable number of household pets, but not more than two (2) dogs shall be maintained on any Lot, and then only if they are kept, bred or raised thereon 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 in the neighborhood. Ordinary house pets shall be contained on Owner's property or on a leash. At the request of any Owner, the Board of Directors shall determine whether a particular animal shall be considered a house or yard pet, a nuisance, or whether the number of any of such animals on any Lot is reasonable.

Section 8. All building and structure shall observe setback requirements of the applicable zone.

Section 9. The total living area of any principal building, for a single-level structure, shall not be less than one thousand (1,000) square feet, and for a multi-level structure shall not be less than one thousand two hundred (1,200) square feet, exclusive of open porches and garages. In addition to the principal building, each home shall have an enclosed two (2) car garage.

Section 10. All structures shall be constructed so as to provide sufficient off-street parking to accommodate not less than four automobiles, inclusive of garage and driveway. Driveways shall be composed of asphalt, concrete or other hard surface, dirt driveways being expressly prohibited. Driveways shall extend to and connect with the street. Storing automobiles, trucks, campers, boats, snowmobiles, motorcycles, motorbikes or any vehicle of any other description in the street, driveway, yards of residences or in the front of the principal building's front yard setback line is specifically prohibited. Such vehicles may be stored behind the front yard setback lines within the boundaries of such Lot provided such stored vehicles do not bar access to adjoining owners for roof eaves, water drainage and building maintenance. Screening approved by the Architectural Control Committee shall be installed to shield the stored vehicles from public view.

Section 11. No signs of any kind shall be displayed in public view on any Lot except one sign of not more than six (6) square feet advertising such Lot for sale, resale or lease.

Section 12. Any fencing shall be a maximum height of six (6) feet and shall be approved in writing by the Architectural Control Committee prior to erection. All perimeter Lot fencing shall be of chain link, wood, brick or stone material. Cinder-block material shall be expressly prohibited. No solid fencing shall be allowed within twenty-five (25) feet of the front yard property line. Fencing closer than twenty-five (25) feet from the front Lot line shall not exceed three (3) feet in height and be of a construction acceptable to the Architectural Control Committee.

Section 13. If the parties hereto, or any of them, or their heirs, grantees or assigns, shall violate or attempt to violate any of the covenants herein or provisions hereof, it shall be lawful for any other person or persons owning real property situated within the Properties to prosecute in any proceedings at law or in equity the person or persons violating or attempting to violate any such covenants or provisions hereof and either to prevent him or them from such violations or to recover damages from such violations, or both such remedies may be pursued.

ARTICLE V  
ASSESSMENTS

Section 1. Assessments. Each Owner, by acceptance of a deed, agrees to pay to the Association (1) assessments or charges, and (2) special assessments to be fixed, established and collected from time to time as herein provided. Such assessments, together with interest and the costs of collection in the event of delinquency in payment as allowed herein, also shall be the personal obligation of the person who was the Owner, or of the persons jointly and severally who were the Owners at the time when the assessment was made. Payment of the assessments made shall be paid by the Owners to the Association as of the date of closing the original purchase of an Owner's Lot and prorated if upon a date other than the due date of an assessment, and thereafter in monthly or other periodic installments as determined by the Board of Directors commencing on the first day of each month or period following the closing.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the management and maintenance of the irrigation facilities; exterior maintenance; landscaping, fencing, pedestrian and irrigation easements as shown on the plat of the Properties recorded with the Mesa County Clerk and Recorder's official records; and, for the performance of all other duties and obligations incurred by the Association pursuant to this Declaration, including but not limited to: the maintenance, repair and replacement of irrigation facilities, landscaping, fencing and pedestrian easements and structures pertaining thereto; and, such expenses as the Association, in its opinion, shall determine to be necessary and desirable including the establishment and maintenance of a cash reserve for all of the foregoing purposes. In the event repairs are required resulting from negligent acts of an Owner, the Owner's family, guests, employees, invitees, or lessees, the Association shall be reimbursed forthwith by such Owner therefor.

Section 3. 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 costs of any construction, reconstruction, repair or replacement of a capital improvement to the irrigation system, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members of the Association subject to such assessment who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Capital Improvements Special Assessments. Written notice of any meeting called for the purpose of making special assessments for capital improvements provided in the immediately preceding section shall be sent to all members not less than ten (10) nor more than fifty (50) days in advance of such meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the membership subject to the assessment 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 sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Annual, special and exterior maintenance assessments shall be levied pro rata against the membership subject to such assessments.

Section 6. The Lien Remedies of the Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including a reasonable attorney's fee, as herein provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner and his heirs, successors, and assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation and lien on his Lot for the statutory period.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado. Sale or transfer of any Lot shall not affect the assessment liens. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments

which become 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.

Section 8. Exempt Property. All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use shall be exempt from the assessments, charges and liens created herein.

ARTICLE VI  
ARCHITECTURAL CONTROL COMMITTEE

Section 1. No structure, whether residence, accessory building, fences, walls, exterior lighting or other improvements shall be erected, altered or maintained within the Properties until the plans and specifications showing the nature of such improvements shall have been submitted to and approved by the Architectural Control Committee as established by the Bylaws of the Association as to the quality of workmanship and materials, harmony of exterior design with existing structures and the location with respect to topography and finish grade elevation. To seek approval, the plans and specifications must be submitted in writing or drawn form to the chairman of the Architectural Control Committee.

Section 2. Careful attention shall be given to aesthetic and functional consideration of any design submitted in order to enhance the entire Properties. The Architectural Control Committee will consider the following:

(a) The overall nature and character of the site and appearance of the structure, including orientation with regard to sun, wind, view and privacy and the consistent quality use of exterior materials;

(b) The grading of building sites to allow natural drainage;

(c) The use of earthen tone colors and discouragement or prohibition of bright colors, especially when a Lot Owner seeks to change or alter the existing color of the structure;

(d) The installation of patio structures designed such that they will blend and complement the appurtenant structure;

(e) The use of landscaping, plantings and lawn complementary to the residential character of the neighborhood, desert-style landscaping being acceptable.

Section 3. Duplicate copies of plans and specifications shall be submitted to the Architectural Control Committee for review and final written approval before construction may be undertaken. Plans and specifications shall contain a plot plan showing Lot 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 color, a perspective sketch if requested, and any other details necessary to explain exterior design features or components.

Section 4. The Architectural Control Committee shall approve or disapprove in writing all plans and requests within twenty (20) days after submission. In the event the Architectural Control Committee fails to take any action within twenty (20) days after requests have been submitted, approval

will not be required, and this Article will be deemed to have been fully complied with.

Section 5. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

Section 6. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

Section 7. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request.

ARTICLE VII  
THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot within the Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting Rights. 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 (1) 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. Fractional votes may not be cast.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) Ten (10) years from the date of recording of the Declaration.

Section 3. Indemnification of Officers and Directors. 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 or 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, damages, charges, liabilities, obligations, fines, penalties, 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.

Section 4. 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 Owners or persons or by casualties for which insurance pursuant to these Declarations is not required, or for which insurance is not provided by the Association.

ARTICLE VIII  
ASSOCIATION WATER

Section 1. Description of Water Rights. Following formation of the Association, the Declarant shall convey to the Association seventy-five (75) shares of water in the Grand Valley Irrigation Company. Such water rights shall be titled in the name of the Association, but held, managed, and distributed for the exclusive use and benefit of the Members of the Association for domestic lawn, landscaping and related irrigation purposes.

Section 2. Irrigation Facilities. The irrigation system for the Properties, including any annexed Properties, are proposed to consist generally of a storage pond together with a system of pumps and pipelines situate within easements designated on the recorded plat of the Properties so as to deliver and distribute the irrigation water of the Association under pressure to each Lot.

Section 3. Obligations of the Association. It shall be the obligation of the Association to hold and manage the water rights and operate, maintain and repair the irrigation facilities for the distribution of irrigation water to each Lot of the Properties, the expense thereof to be borne as a Common Expense by all Owners prorated in the form of an assessment levied in the method and manner as provided in Article V hereof. The Association shall have full power and authority to promulgate rules and regulations controlling the time, manner, rotation and allocation of water for use by the Lot Owners. The Association shall be specifically authorized to contract with third parties for the purpose of sharing the costs and expenses of operating, maintaining and repairing the irrigation facilities, or permitting the utilization of the same for other beneficial purposes, as the Association shall deem appropriate. The obligation of operation, maintenance and repair hereunder shall extend up to, but not beyond, the irrigation line tap provided to each Lot, it being specifically intended that each Lot Owner shall bear the costs and expenses of operation, maintenance and repair of his own Lot sprinkling or watering facility.

ARTICLE IX  
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 provision of this Declaration. Failure by the Association or by any Owner to enforce any covenants 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 not affect any other provision 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. So long as Declarant owns seventy-five percent (75%) of the Lots within the Properties, Declarant shall have the right to amend the Declaration provided the consent of the attorney of the Town of Fruita is obtained and further provided that no amendment shall abrogate the Declaration or the Association. At such time as the Declarant owns less than seventy-five percent (75%) of the Lots within the Properties, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not 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. Public Service Company Tariffs. All Lots are subject to and bound by Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting situate within the Properties, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The Owner or Owners shall pay as billed the portion of the cost of public street lighting in the Properties according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of the irrigation system, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 17 of November, 1982.

FRUITA DEVELOPMENT,  
a Colorado partnership

By Wilbert A. Miller  
Wilbert A. Miller,  
a General Partner

By G. Doug Holling  
G. Doug Holling,  
a General Partner

By C. Chris Carnes  
C. Chris Carnes,  
a General Partner

STATE OF COLORADO )  
 ) ss  
COUNTY OF MESA )

BOOK 1401 PAGE 308

The foregoing instrument was acknowledged before me this  
17<sup>th</sup> day of December, 1982, by Wilbert A. Miller, G. Doug  
Holling and C. Chris Carnes, General Partners for FRUITA  
DEVELOPMENT, a Colorado partnership.

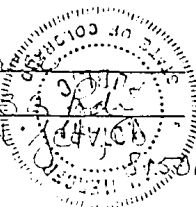
Witness my hand and official seal.

My commission expires: 3/15/86.

San Juan  
Notary Public

Address: 569

Grand



AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ORCHARD VALLEY SUBDIVISION

This Amended Declaration of Covenants, Conditions and Restrictions For Orchard Valley Subdivision is made and effective the 1<sup>st</sup> day of May, 1986.

RECITALS:

A. The undersigned constitute the owners of 90% of the lots in Orchard Valley Subdivision as described on the Subdivision Map recorded in Book 13 at Page 80 of the Mesa County, Colorado Clerk and Recorder's records.

B. The undersigned desire to amend that certain Declaration of Covenants, Conditions and Restrictions for Orchard Valley Subdivision ("Declaration") recorded in Book 1401, at Page 299 of the Mesa County, Colorado Clerk and Recorder's records pursuant to the power of amendment set forth in Article IX, Section 3 of the Declaration.

NOW, THEREFORE, the undersigned do hereby amend Article IX, Section 5 entitled "Annexation" in its entirety to read as follows:

Section 5. Annexation. Additional residential property and common area may be annexed to the Properties at the election of the Declarant, provided the following conditions are met:

(a.) The area to be annexed shall comply with use restrictions, and be made subject to, the terms and provisions of the Declaration;

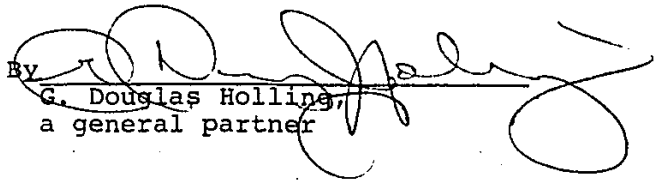
(b.) All irrigation facilities installed, or to be installed, in the property to be annexed shall be of a design and construction compatible with the irrigation facilities then existing for the Properties;

(c.) The power of annexation shall only pertain to the real property described on Exhibit A attached hereto and incorporated herein by reference; and

(d.) The power of annexation granted pursuant to this section shall extend to and be inclusive of ten years following the recording of the Declaration.

IN WITNESS WHEREOF the undersigned, constituting 90% of the lot owners in Orchard Valley Subdivision, do hereby set their hands and seals this 8<sup>th</sup> day of July, 1986.

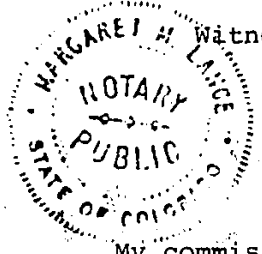
FRUITA DEVELOPMENT,  
a Colorado partnership

By   
G. Douglas Holling,  
a general partner

STATE OF COLORADO     )  
                                  ) ss.  
COUNTY OF MESA         )

The foregoing instrument was acknowledged before me on July 9, 1986, by G. Douglas Holling as general partner for Fruita Development.

Witness my hand and official seal.



Margaret M. Lange  
Notary Public  
P.O. Box 3117  
Grand Junction, CO 81502

My commission expires:  
10-29-87

EXHIBIT A

OF AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ORCHARD VALLEY SUBDIVISION

AREA TO BE CONSTRUCTED FOR FUTURE ANNEXATION WILL BE THE:  
NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 8, T1N,  
R2W of the Ute Meridian, County of Mesa, State of Colorado.

Jack D. VanArsdol

Betty L. VanArsdol

Chris Groves

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me on July 9, 1986, 1985, by Jack D. VanArsdol, Betty L. VanArsdol and Chris Groves

Witness my hand and official seal. My commission expires: 10-29-87



Margaret M. Lange  
Notary Public  
P.O. Box 3117  
Grand Junction, CO 81502

James N. Mannison

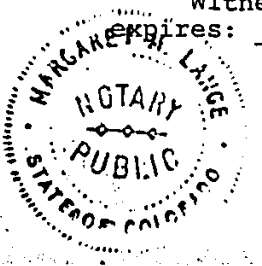
Milton R. Overton

Frances E. Overton

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me on July 9, 1986, 1985, by James N. Mannison, Milton R. Overton and Frances E. Overton

Witness my hand and official seal. My commission expires: 10-29-87



Margaret M. Lange  
Notary Public  
P.O. Box 3117  
Grand Junction, CO 81502

Debra M. Thompson

Scott A. Mayer

Connie Mayer

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me on  
July 9, 1986, ~~1985~~, by Debra M. Thompson, Scott A. Mayer  
and Connie Mayer

Witness my hand and official seal. My commission  
expires: 10-29-87



Margaret M. Lange  
Notary Public  
P.O. Box 3117, Grand Jct., CO 81502

Stanley H. Zurek

Mary E. Zurek

Vicky L. Martinez

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me on  
July 9, 1986, ~~1985~~, by Stanley H. Zurek, Mary E. Zurek  
and Vicky L. Martinez

Witness my hand and official seal. My commission  
expires: 10-29-87



Margaret M. Lange  
Notary Public  
P.O. Box 3117, Grand Junction, CO 81502

Ronald Kovach

Linda J. Kovach

Gerald H. Groves

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me on  
July 9, 1986, ~~1985~~, by Ronald Kovach, Linda L. Kovach  
and Gerald H. Groves

Witness my hand and official seal. My commission  
expires: 10-29-87



Margaret M. Lange  
Notary Public  
P.O. Box 3117  
Grand Jct., CO 81502

FRUITA DEVELOPMENT

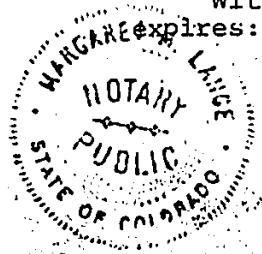
G. Douglas Holling  
G. Douglas Holling, General Partner

Ben E. Carnes  
Ben E. Carnes, General Partner

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me on  
July 9, 1986, ~~1985~~, by G. Douglas Holling and Ben E. Carnes  
as General Partners for FRUITA DEVELOPMENT

Witness my hand and official seal. My commission  
expires: 10-29-87



Margaret M. Lange  
Notary Public  
P.O. Box 3117, Grand Junction, CO 81502



Avenico Zamora  
Connie Zamora

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF MESA     )

The foregoing instrument was acknowledged before me on  
July 9, 1986, ~~1985~~, by Avenico Zamora and Connie Zamora

Witness my hand and official seal. My commission  
expires: 10-29-87



Margaret M. Lange  
Notary Public  
P.O. Box 3117, Grand Jct., CO 81502

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF MESA     )

The foregoing instrument was acknowledged before me on  
\_\_\_\_\_, 1985, by \_\_\_\_\_

Witness my hand and official seal. My commission  
expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Randy Vaughn  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF MESA     )

The foregoing instrument was acknowledged before me on  
July 9, 1986, ~~1985~~, by Randy Vaughn

Witness my hand and official seal. My commission  
expires: 10-29-87



Margaret M. Lange  
Notary Public  
P.O. Box 3117, Grand Jct., CO 81502

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF MESA     )

The foregoing instrument was acknowledged before me on  
\_\_\_\_\_, 1985, by \_\_\_\_\_

Witness my hand and official seal. My commission  
expires: \_\_\_\_\_

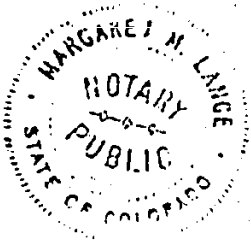
\_\_\_\_\_  
Notary Public

Mary L. Doring  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF MESA     )

The foregoing instrument was acknowledged before me on  
July 9, 1986, ~~1985~~, by Mary L. Doring

Witness my hand and official seal. My commission  
expires: 10-29-87.



Margaret M. Lange  
Notary Public  
P.O. Box 3117, Grand Jct, CO 81502

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF MESA     )

The foregoing instrument was acknowledged before me on  
\_\_\_\_\_, 1985, by \_\_\_\_\_

Witness my hand and official seal. My commission  
expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Mark L. Rappe

STATE OF COLORADO )  
  ) ss.  
COUNTY OF MESA         )

The foregoing instrument was acknowledged before me on  
July 9, 1986, ~~1985~~, by Mark L. Rappe

Witness my hand and official seal. My commission  
expires: 10-29-87



Margaret M. Lange  
Notary Public  
P.O. Box 3117, Grand Jct, CO 81502

STATE OF COLORADO )  
  ) ss.  
COUNTY OF MESA         )

The foregoing instrument was acknowledged before me on  
\_\_\_\_\_, 1985, by \_\_\_\_\_

Witness my hand and official seal. My commission  
expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

April 30, 1986

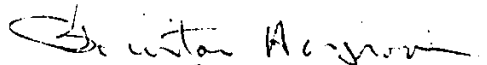
Mr. Ben E. Carnes  
Secretary - Treasurer  
Orchard Valley Home Owners Association  
P. O. Box 3117  
Grand Junction, Colorado 81502

Dear Mr. Carnes:

This is to advise you that I have read the suggested Amended Declaration of Covenants, Conditions and Restrictions for Orchard Valley Subdivision dated May 1, 1986. The amendment expands Section 5. Annexation of the original declaration to permit annexation of the area legally described as the NW  $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 8, T1N, R2W of the Ute Meridian, County of Mesa, State of Colorado. The amendment also provides for extensions of the existing irrigation system to the total developed subdivision.

I have thoroughly reviewed all aspects of the amendment and as Attorney for the Town of Fruita, Colorado, approve the document.

Yours truly,

  
Dexter A. Brown  
Attorney for the Town of Fruita