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Montrose County, CO. Tressa Guynes, Clerk and Recorder

AMENDED AND RESTATED DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

RIVER'S EDGE AT SOUTHMONT

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIVER'S EDGE AT SOUTHMONT is made and approved by the Owners of the Rivers Edge at Southmont Subdivision Property Owners Association, Inc. a Colorado non-profit corporation (the "Association") as of January 7th 2020.

RECITALS

A. Whereas, on October 22, 1999, Marvin E. Ryan and Debra Jo Ryan (as "Declarant") as the owners of certain real property located in the County of Montrose, State of Colorado recorded the Declaration of Covenants, Conditions and Restrictions For River's Edge at Southmont at Book 1014, Page 657 in the real property records of the Montrose County Clerk and Recorder. The Declaration of Covenants, Conditions and Restrictions for River's Edge at Southmont affects the title to real property located in Montrose County, Colorado, more particularly described and defined on Exhibit A attached hereto and incorporated herein (the "Property"); and

B. Whereas, on September 26, 2000 Declarant recorded the Revised Declaration of Covenants, Conditions and Restrictions for River's Edge at Southmont at Reception No. 666926 in the real property records of the Montrose County Clerk and Recorder; and

C. Whereas, the Owners within the Association, in an effort to recognize certain changes to both the Association and Colorado law, hereby enter into this Amended and Restated Declaration of Covenants, Conditions and Restrictions For River's Edge at Southmont, which shall supersede the Declaration of Covenants, Conditions and Restrictions For River's

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Edge at Southmont and the Revised Declaration of Covenants, Conditions and Restrictions For River's Edge at Southmont.

WITNESSETH:
NOW THEREFORE, the association hereby declares that all of the properties, except Lot 1, described as River's Edge of Southmont as shown by the official recorded plat thereof, 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 Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1 :"Board of Directors" (Board) shall mean and refer to the River's Edge at Southmont Subdivision Property Owners Association Board of Directors as further defined in the Bylaws.

Section 2: "Association" shall mean and refer to the River's Edge at Southmont Subdivision Property Owners Association, its successors and assigns.

Section 3: "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as the same may be from time to time.

Section 4: "Property" shall mean and refer to all that certain property covered by the final recorded plat of River's Edge at Southmont excepting Lot 1.

Section 5: "Single Family Lot" (Lot) shall mean and refer to those plots of land to be used for one single family dwelling or residence only per lot designed for the occupancy of and by one family shown upon and designated on any recorded subdivision map of the property. Each Lot and the improvements thereon shall be maintained and repaired by the Owner of such Lot.

Section 6: "Common Area" shall mean and refer to those tracts of land, rights-of-way and easements, either one or more, which the Association shall own and

maintain, and designated as Common Area upon any recorded plat(s) of the Property or any portion thereof,

Section 7; "Association Maintenance Area" shall mean and refer to any part of the Property and improvements the Association is obligated or required to maintain. The Association Maintenance Area shall include, irrigation system, and the landscaping, any outdoor lighting, signs, ponds, or any playground equipment located in the Common Area.

Section 8: "Architectural Review Board" (ARB) shall mean and refer to a committee comprised of no more than five Members of the Association. The committee members shall serve a one-year term and shall be appointed annually by the Board of Directors of the Association.

Section 9: "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 part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 10: "Member" shall mean and refer to each Owner of a Lot: Membership in the Association shall be appurtenant to, and may not be separated from ownership of a Lot.

Section 11: "First Mortgage" shall mean and refer to any unpaid mortgage, deed of trust, or other security instrument encumbering a Lot and recorded in the records of Montrose County, Colorado, having priority of record over all other recorded liens except those governmental liens made superior by statute.

Section 12: "First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage or any successor to the interest of any such person under any First Mortgage.

Section 13: CC&Rs shall mean and refer to these "Amended and Restated Declaration of Covenants, Conditions and Restrictions for River's Edge at Southmont"

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ARTICLE II
MEMBERSHIP AND VOTING RIGHTS:
COMMON AREA AND ASSOCIATION MAINTENANCE AREA

Section 1: Common Area Each Owner of any Lot shall have a non-exclusive right and easement of enjoyment in and to the Common Area subject to the following restrictions:

(a) The right of the Association to promulgate and publish rules and regulations with which each Member shall comply.

(b) The right of the Association, through its Board of Directors, to enter into, make, perform or enforce contracts, agreements, lease licenses, easements and/or rights-of-way, for the use by Owners, their family members, guests and invitees and other persons, of real property and any facilities or improvements thereto and thereon, for access, ingress and egress on over and across any common area for pedestrian and vehicular parking, or for recreational use and enjoyment. Any such contracts, agreements and/or rights-of-way, shall be upon such terms and conditions as may be agreed to from time to time by the Board of Directors of the Association, any costs incident thereto shall be treated by the Association as common expenses pursuant to Article III hereof.

(c) Non-interference to Common Area. No Owner or any other person shall, by any act or mission, obstruct or impair the rights of access, ingress and egress through, on, over and across the Common Area.

Section 2: Mortgaging Common Area. The Common Area cannot be mortgaged or conveyed without the consent of at least 2/3 of the Owners.

Section 3: Association Maintenance Area. The Association shall have the obligation and responsibility to maintain the Common Area and any improvements.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed there for, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay the Association:

(a) Annual assessment or charges;

(b) special assessments for capital improvements; and

(c) any default assessments, fines or other charges or fees which may be assessed by the Association pursuant to this Declaration. Such assessments to be established and collected as herein are provided.

Each Lot shall be subject to a lien for unpaid assessments, including fines, late charges, interest, costs, attorneys' fees and all other amounts levied by the Association against the Owners. The Board of Directors of the Association may prepare a written notice, to be signed by one of the Board of Directors of the Association, setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot, and a description of the Lot, and may record said notice in the office of the Clerk and Recorder of the County of Montrose, State of Colorado.

The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof. Each assessment, together with interest, late charges, fines, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment became due.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to:

(a) Promote the recreation, health, safety and welfare of the residents in the Property;
(b) The improvement and maintenance and repair of the Common Area;
(c) For insurance policies required or permitted hereunder;
(d) The annual liability of the Association for the utility services such as electricity, landscape water and sewer provided in connection with the Common Area;
(e) For all purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to this Declaration, the Articles of Incorporation or Bylaws of the Association.

Section 3: Annual Assessments. The annual assessment shall be Two-hundred-fifty dollars ($250.00) per lot.

(a) The Board of Directors may increase the annual assessment but not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) The annual assessment may be increased above five percent (5%) by a majority vote of each Member who is voting in person or by proxy, at a meeting duly called for this purpose.
(c) All portions of the Property shall be assessed for irrigation water by the Uncompahgre Valley Water Users Association pursuant to prior agreement between the Association and the Uncompahgre Valley Water Users Association, which has been duly recorded in the Montrose County records.

All of the Owners of the lots in the subdivision agree that all irrigation water on the Property, a portion of which might otherwise be allocated to the individual lots pursuant to the Rules and Regulations of the Uncompahgre Valley Water Users Association, shall be administered by the Association pursuant to the terms of this Declaration, it is anticipated that the bill for all irrigation water covering the Property shall be sent to the Association.

The Board of Directors of the Association shall establish a budget for the Association of income and expense at least once a year and shall include the annual assessment.

Section 4: Special Assessment 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:

(a) Common Area:
  (i) Capital improvements:
    (1) construction, reconstruction, repair or replacement of a capital improvement
  (ii) Fixtures and personal property:
    (1) maintenance, repair or replacement of any damaged or destroyed improvements
(b) For funding, any operation or reserved deficit of the Association provided any such assessment shall have assent to a majority of the votes of the Association represented by the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Rate of Assessment. Both annual and special assessments will be assessed against each Lot on the following basis: a Single Family Lot will have one assessment whether or not a residence is constructed and occupied.

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Section 6:Annual assessment is due March 1 each calendar year, and the annual assessment based on such budget shall be due and payable in advance.

Section 7: Effect of Nonpayment of Assessments. Remedies of the Association, any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum for the period the assessment goes unpaid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien as though it were a mortgage on real property. No Owner may waive or otherwise escape liability for the assessments provided for by non-use of the Common Area or abandonment of his Lot.

Section 8: Subordination of the Lien to Mortgages. The lien for the assessments, provided for herein shall be subordinate to the lien of any First Mortgage on the same Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer, or foreclosure or any proceeding in lieu thereof shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, provided, however, that in the event of foreclosure of a First Mortgage or the taking of a deed in lieu thereof, such First Mortgagee shall not be liable for unpaid assessments or other charges which accrue prior to the acquisition of title to the Lot in question by such First Mortgagee. Failure to pay assessments does not constitute a default under any First Mortgage.

ARTICLE IV
GENERAL RESTRICTIONS & REQUIREMENTS

Section 1: Use Each Single Family Lot within the subdivision shall be used for one single family private dwelling designed for occupancy by one family. A Single Family Lot may not be subdivided.

No single-family dwelling can be rented overnight or for rental periods of less than six (6) months. Any rental shall be evidenced by written lease and shall be subject to all provisions of this Declaration, the Articles of Incorporation, the Bylaws and the ARB.

Section 2: Garage Doors shall be kept closed when access to the garage is not required.

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Section 3: Storage and Utility Buildings.

No more than one storage or utility building shall be allowed, provided said storage or utility building is constructed of suitable material and the same design and color so as to be aesthetically compatible with the dwelling and approved by the ARB.

Section 4: Temporary Structures.

No structures of a temporary character nor any tent, trailer, barn, garage or other outbuildings shall be used as a residence or any part or any lot within the subdivision excepting that recreational vehicles, motor homes and self-contained camp trailers may be occupied by guests of any Owner for not more than/two (2) weeks out of any thirty (30) day period.

Section 5: Commercial Activity Prohibited.

No business or commercial uses may be made on the premises. An "At Home" business that generates pedestrian or vehicular traffic to that residence is specifically prohibited.

These covenants shall preclude the use of the property as a base of operations for businesses that store inventories or goods outside of the residence or outbuildings. These include, but are not limited to, building contractors storing scaffolding, ladders, lumber, sheetrock, etc. and other goods which would create visual intrusion on the neighborhood.

Section 6: Signs.

No signs, (except decorative home identification signs)advertisements, billboards or advertising structures of any kind or character may be erected or maintained upon any Lot, provided, however, one sign of not more than seven (7) square feet, for the sole purpose of advertising the sale, lease or rental of the Lot and improvements thereon may be erected. Notwithstanding the foregoing, Election signs may only be displayed for a maximum of ninety (90) days prior to the election and must be removed within ten (10) days following the election.

Section 7: Livestock and Domestic Pets:

(a) No agricultural activity on any Lot shall be undertaken for any business or commercial purpose.

(b) No animals, livestock or poultry of any kind shall be raised, bred or kept upon any Lot in the subdivision for business or commercial purposes. Chickens may be kept in accordance with Section 7(e).

(c) Lot Owners may keep up to three (3) dogs and three (3) cats and other domestic pets which are to be properly kept within a fenced enclosure or by a chain or leash and under the actual control of the Owner.
(d) Owners shall be held responsible for cleaning up after their dog(s) and shall promptly remove any droppings from public areas.
(e) Owner's children may participate in 4-H type projects. This use shall be quite limited in order to protect the integrity of the subdivision and shall require the approval of the Board of Directors. Owners are allowed to raise chickens on their Lot under the following conditions:
    (i) There shall be NO Roosters allowed
    (ii) All containment areas and chicken coops must be submitted to the River's Edge ARB Committee for approval. This submittal must include pictures/sketches, of the proposed containment area, chicken coop, colors, and design materials. Sketches must include the location of the proposed area and where it will be located on the Lot.
    (iii) The number of chickens is limited to twelve (12)and should be considered for personal use only.

Section 8: Antennas.
(a) No exterior antennas, aerials or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed or allowed or maintained on any Lot except, however may have small (24" or less") satellite dishes that may be mounted near the eave or placed as discretely as possible on any Lot or improvement thereon.
(b) Notwithstanding the foregoing, neither restrictions nor requirements of this section shall apply to those "antenna" (including certain satellite dishes) which are specifically covered by Telecommunications Act of 1996, as amended from time to time.

Section 9: Repairs
Any building or improvement which has been damaged by fire or another casualty, causing the same to be unsightly, shall be repaired or removed as soon as is legally plausible. All structures, buildings and improvements erected on Lots within the Subdivision shall at all times be attractive, well maintained and kept in good repair.

Section 10: Vehicles:
(a) Any non-operative or unlicensed vehicle shall be stored in a completely enclosed structure.

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(b) An unlicensed vehicle shall be considered non-operative if it remains stationary for a period of fourteen (14) days. In such instance, the Association shall deliver a written notice describing such a vehicle to the Owner of the vehicle (if such Owner can be reasonably ascertained). If the vehicle is not removed or stored within a building or garage, within a reasonable time after delivery of placing of such notice, then the Association may have the vehicle towed away at the violator' s expense.

(c) Resident owned recreation or utility vehicles such as, horse trailers, travel trailers, motor homes, boats, etc. shall be kept in an orderly fashion and shall be maintained out of the view of other lot Owners to the greatest extent possible.

(d) No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from the street and from any adjoining property.

Section11: Waste and Trash Disposal.

Trash or garbage shall not be permitted to accumulate upon any Lot except in properly covered, fly tight, rodent and scavenger proof containers which shall be emptied on a regular basis to avoid overflow and unreasonable odors or conditions resulting there from. Garbage and waste shall be disposed of in accordance with good sanitary practices as established by State, Federal and Local authorities. A burn pile for disposal of yard debris is permitted.

Section 12: Personal property shall be stored within the dwelling, garage, other accessory building, or screened in such a way as to be out of the view of other lot owners.

Section 13: Weed Control:

(a) Owners shall maintain their Lots in a sightly manner. Weeds shall be cut often enough so as not to permit any Lot within the subdivision to become unsightly due to the overgrowth of weeds. Weeds should not exceed ten (10) inches in height.

(b) In the case of unoccupied Lots nonresident or out-of-state Owners, if weed control is not exercised by the said Lot Owner, the Association shall have the right to have the weeds mowed and bill the individual lot Owner for the expenses.

Section 14: Outside Storage and Clothes Lines.

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All equipment, garbage cans, lawn and garden equipment when not in use, and all woodpiles or storage piles shall be kept in an area screened by adequate planting or fencing.

Clothes lines shall be placed on the rear of the lot and out of the view of the other lot Owners.

Section 15: Common Area

Common Area will be established by the Association for the use and enjoyment of the Owners and will be designated as Common Area on any recorded plat(s) of the property or any portion thereof.

Once a year, the Board of Directors of the Association shall appoint a committee who shall serve for one (1) year and whose function it will be to recommend to the Board the manner and maintenance for the Common Area and to oversee and assure that maintenance is sufficient to keep the Common Area in an acceptable manner. Said committee is to also oversee any contracts with an established professional maintenance company to provide ongoing maintenance services.

The use of motorized vehicles is prohibited within the Common Area except for the designated access road.

Section 16: Electricity and Landscape Water.

The Association shall have the responsibility and obligation to maintain the electric lighting and landscaping contained in the Common Area.

Section 17: Noise Control

No Owner shall make, continue, or permit to be made any unreasonable, excessive, unnecessary or unusually loud noise or any noise which unreasonably negatively impacts the comfort and peace of others. Noise for the purposes of this provision shall specifically include the barking of dogs.

Section 18: Irrigation Water

(a) Each Lot Owner designates the Association as their exclusive agent to deliver the irrigation water allocated to their Lot.

(b) The Association shall provide piped underground irrigation water to each Lot in the subdivision and is responsible for the maintenance and operation up to the riser.

(c) The system has been designed for maximum usage of water and cost efficiency.
(d) Any line breakage beyond the riser, within the Lot, as shown on the subdivision plat, shall be repaired at the expense of the Lot Owner.
(e) Should the Uncompahgre Valley Water Users Association (UVWUA) reduce the amount of deliverable water to the Association that is insufficient to allow each lot to draw water at the same time, a rotation water schedule shall be followed as determined by the Board.

Section 19: Firearms

The discharge of firearms is prohibited on any Lot or Common Area within the Association.

ARTICLE V
NEW CONSTRUCTION, ADDITIONS, LOT IMPROVEMENTS & LANDSCAPING RESTRICTIONS & REQUIREMENTS

New Construction

Section 1: No building, private road, driveway, outbuilding, fence, wall or other structure shall be constructed or maintained upon the Lot, nor shall any exterior addition to or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the ARB.

The ARB will determine as to the harmony of external design and location in relation to surrounding structures and compliance with all covenants, conditions and restrictions as set forth in this entire CC&Rs.

Plans which are not in compliance with CC&Rs must be approved by the Association's Board. An Owner may apply for a variance through the ARB.

The ARB shall not, however, be responsible for any structural defects in any structure on the premises and shall not be liable for any alleged failure to enforce the terms of this Declaration.

Section 2: Dwelling, Quality and Size.

Stick built homes will be allowed. All concrete wall systems must be approved by the ARB. All dwellings must be of workmanlike quality using new

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materials of the same or better quality than those which can be produced and the date this Declaration is recorded. No H.U.D. or U.B.C. factory-built homes, not constructed on the Lot, will be allowed. Sandwich Insulated Panels and Steel construction is allowed.

(a) Size:

(i) Single story residence structure on any Lot shall contain at least 1,700 Square feet of livable space on the ground floor.

(ii) Two story residence structure on any Lot shall contain at least 2,000 square feet of livable space of which 1,200 square feet is on the ground floor,

(iii) Ground floor excludes garages, basements, porches, patios, and decks.

(b) **Roofs:** Each residence on any Lot shall have:

(i) A minimum primary roof pitch of 5:12.

(ii) Secondary roofs may have a pitch of less than 5:12.

(iii) Eave overhangs must be a minimum of 12 inches.

(iv) Architectural or laminated shingles are a minimum requirement for Asphalt shingles.

(v) Dormers are encouraged, either shed or gable.

(vi) No primary or bright roof colors are permitted.

(vii) Steel roofing material is prohibited.

(c) **Utilities:** Utilities shall not be placed on the front side of the residence unless otherwise dictated by the utility company, this includes

(i) Electric or gas meters

(ii) Exhaust vents or stacks

(iii) Swamp coolers, air conditioning units, window coolers or window fans.

(iv) Propane tanks must be buried or screened.

Exteriors: The exterior siding shall be of brick, stone, log, stucco, or premium grade of color-lock or a maintenance-free material. The use of brick or stone is encouraged on exterior wall space. Different materials are encouraged in the gable area. There shall be a minimum of seven exterior corners.

Completion: The exterior of any improvement on any Lot shall be completed within a maximum period of one (1) year after commencement of construction,

excepting, however, any delays caused by reason of weather, strikes, acts of God, or other causes beyond the control of the builder.

Section 3: Garages and Driveways.

(a) Each residence and any Lot shall have either an attached or detached garage for parking a minimum of two automotive vehicles.

(b) Each residence on any Lot shall have a finished apron of concrete or asphalt in front of the garage, the width of the garage doors, with a 20' minimum depth.

Section 4: Height Limitations. No residence, garage or outbuilding shall be taller than thirty (30') feet when measured from the ground to the highest point of the roof.

Section 5: Lot Owners may occupy recreational vehicles, Motor homes and self-contained camp trailer during the construction of a dwelling, limited to a 120 day period beginning on the date of the issuance of the building permit.

Section 6: A trash collection dumpster must be kept on site at all times during construction. All construction materials and trash must be contained on site.

Section 7: Irrigation

(a) It will be the obligation of the individual Lot Owner to utilize the one and one half-inch (1 1/2") tap per lot provided and the irrigation line for their own purposes of running irrigation lines to irrigate their individual Lot(s).

(b) The irrigation system has been designed so that each Lot Owner will be able to irrigate his or her entire Lot using their private pump.

(c) Only one pump not in excess of one and one-half (1-1/2) horsepower shall be permitted per Lot.

(d) No more than one 5/8-inch diameter open hose per Lot shall be allowed to run off any irrigation pump.

Section 8: Maintenance of Public Streets.

(a) Each Owner of a Lot, upon which is a residential dwelling, shall have the responsibility for keeping the street that borders his Lot clean at all times.

(b) No mud, dirt, gravel, stone or other foreign material shall be allowed to accumulate upon the street during the excavation of a foundation or subsequent construction of improvements or landscaping on any Lot.

(c) Each Owner is encouraged to review this subject with his contractor and arrive at a plan of prevention.

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Section 9: Landscaping:

(a) Each Owner occupying a residential dwelling constructed on any Lot between March 1 and September 30 of any calendar year shall landscape the lot premises within twelve (12) months of occupancy.

(b) Planting of trees and shrubbery is required with a minimum of three (3) trees with at least a 1.5" diameter base.

(c) Landscaping with chips, bark and rock must have weed-blocking material applied first to cover the ground surface.

(d) The area of the Lot, which must be landscaped, is the entire width, running a distance of one hundred twenty (120) feet into the interior of the Lot from the adjacent Subdivision street.

(e) No landscaping shall commence on any Lot until landscape plans have been approved by the ARB.

Section 10: Compliance with Regulations.

In addition to the limitations described herein, all construction upon and use of any Lot shall be in compliance with all zoning regulations and other laws, ordinances and regulations of the County of Montrose, State of Colorado and other governmental authority having jurisdiction.

Additions & Improvements

Section 11: Fences.

(a) Any fence erected on any Lot must first be approved by the ARB.

(b) Fences shall be at the option of the Owner of each Lot, provided, however, that no fence shall be taller than six (6') feet as measured from the ground.

(c) Fences shall be maintained in a neat, orderly and attractive manner.

(d) All wire fencing shall be kept tightly stretched, all steel and wooden posts for this type of fence shall be vertical and straight and perpendicular to the ground and shall not be allowed to lean.

(e) Other than provided in the preceding paragraphs, the Association shall have the responsibility of the maintenance, repair and upkeep of the fences, now or hereafter located on the Common Area.

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ARTICLE VI
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 changes now and hereafter imposed by the provisions of this Declaration and shall recover reasonable attorney's fees and costs for doing so if they prevail. 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.

Section 2: Severability:

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

Section 3: Conflict of Provisions:

In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Section 4: Duration, Revocation and 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. These covenants and restrictions shall continue thereafter for ten (10) year successive periods. This Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by any instrument approved in writing by the Owners who own not less than two-thirds (2/3) of the Lots. Such amendment shall be effective when duly recorded in Montrose County, Colorado.

Section 5: Disclaimer Regarding Safety:

The Association hereby disclaims any obligation regarding the security of any person or property within the property, including Common Areas. By accepting a deed to property within the Property, each Owner acknowledges that the Association is only obligated to do those acts specifically enumerated herein, or in the Article of Incorporation, Bylaws and Rules and Regulations of the

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Association, and are not obligated to do any other acts with respect to the safety or protection of persons or property on or within the property.

The undersigned certifies that the Association has complied with C.R.S. § 38-33.3-217(1)(a) and the original and the revised Declaration of Covenants, Conditions and Restrictions for River's Edge at Southmont by obtaining the approval of two thirds of the Owners via a vote due on the 16th day of December, 2019.

IN WITNESS WHEREOF, the Members of the Association cause this Declaration to be executed by its duly authorized officer the day and year first written above.

RIVER'S EDGE AT SOUTHMONT SUBDIVISION PROPERTY OWNERS ASSOCIATION, a Colorado non-profit corporation,

Dan Campbell

Dan Campbell, President

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EXHIBIT A

Lot 1, River's Edge at Southmont Filing No. 1

Lot 2 and Outlot A, Replat of Lot 2 and Outlot A, River's Edge at Southmont Filing No. 2

Lots 35, 36, 37, 38, 39, 40, 41, 48, 49, 50, 51 and 52, River's Edge at Southmont Filing No. 3

Lot 42 and Lot 43, River's Edge at Southmont Filing No. 4

Lot 44 and Lot 53, River's Edge at Southmont Filing No. 5

Lots 34, 45 and 46, River's Edge at Southmont Filing No. 6

Lot 54 and Lot 55, River's Edge at Southmont Filing No. 7

Lots 10, 11, 18, 19, 26, 27, 28, 29, 30, 32 and 33, River's Edge at Southmont Filing No. 8

Lots 20, 21, 25, 31 and Outlot A, River's Edge at Southmont Filing No. 9

Lots 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, River's Edge at Southmont Filing No. 10

Lots 22, 23, 24 and Common Area 4, River's Edge at Southmont Filing No. 11