

FIRST AMENDED COVENANTS FOR MONUMENT VILLAGE SUBDIVISION

WHEREAS, the undersigned represent a majority of the owners of the following land located in Mesa County Colorado:

All of the 130 lots contained in Filings #1, 2 and 3 of MONUMENT VILLAGE SUBDIVISION, Mesa County, Colorado (the "Subdivision")

AND WHEREAS, the above described owners desire to amend, combine and restate the Covenants for the Subdivision which are recorded at Book 1036 at Page 463 (Filing No. 1); Book 1040 at Page 385 (Filing No. 2); and Book 1102 at Page 632 (Filing No. 3) of the records of the Mesa County Clerk and Recorder.

AND WHEREAS, the above described owners desire to own, enjoy, protect, sell, convey, or dispose of the property above described, and desire to subject said property to certain protective restrictions, conditions, covenants, and charges, all of which are hereinafter set forth, to the end that harmonious and attractive development of the property may be accomplished, and that the health, comfort, safety, convenience and general welfare of subsequent owners of the property may be promoted and safeguarded.

NOW, THEREFORE, the owners hereby make the following declarations as to limitations, restrictions and uses to which any of the said property described above may be put, hereby specifying that said declarations shall constitute covenants to run with the land, or provided by law, and shall be binding upon it, its successors, and assigns, and all persons claiming under it, and for the benefit of and limitations upon all future owners of lots within the said plat of Monument Village, Filing #1, 2 and 3.

1. Land Use and Building Type No lot shall be used except for residential purposes. Only single-family dwellings, private garages for not more than three cars and other outbuildings directly incidental to residential use shall be executed, altered, placed or permitted to remain on any site.

2. Architectural Control No building or structure shall be erected, placed or

altered on any site, until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 11 of these Protective Covenants.

3. Decision Final It is the intention of the creation of the ACCO to make its decisions final. It is the further intention of these covenants not to create inflexible rules for rules sake but to create a good living environment for the residents of the Subdivision and all decisions made by the ACCO should be made with that thought in mind.

4. Dwelling and Site

(a) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,100 square feet for one-story structures, and the main floor and top level of tri-levels, shall not be less than 1,200 square feet and two story structures and mid entry home (both exclusive of basements), shall contain a minimum total square footage of 1250 square feet on both floors.

(b) It is the policy of the HOA that all yards, visible from the street, shall be maintained, and the homes in the subdivision shall continue to retain a park-like atmosphere. Therefore, property owners shall not allow their lawns, shrubbery, trees and other vegetation to die (except for annuals), and shall properly water the same.

5. Move and Set All construction within the subdivision shall be new construction and no previously erected building, structure, or improvement shall be moved and set upon any lot from any other location.

6. Building Location No building shall be located on any site nearer than 25 feet to the front lot lines, nor nearer than 25 feet to any side street line. No building (including eaves and overhangs) shall be located nearer than 5 feet to an interior side lot line. No building shall be placed on any lot so that there is less than 17 feet between buildings on adjacent lots. No building, or portion thereof (including eaves and overhangs) shall ever encroach upon any adjacent site, nor shall any building encroach upon utility easements hereinafter provided for.

7. Easements Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change direction of flow, obstruct, or retard the flow of water in and through, drainage channels in easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuous by the owner of the lot, except for those improvements for which a public authority or one or more utility company is responsible.

8. Nuisance No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

9. Temporary Structures No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any site at any time as a residence, either temporarily or permanently.

10. Water and Sewer No individual water supply system or sewerage disposal system shall be permitted on any site, and all dwellings must attach to such facilities as may

be provided by such water or sanitation district as may serve the area.

11. Architectural Control Committee

BOOK 2589 PAGE 627

a. Membership The Architectural Control Committee shall be composed of members appointed by the homeowners board. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor such representatives as it may designate, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of seventy-five percent of the lots of Monument Village Filings of record, shall have the power, through a duly recorded instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

b. Procedure The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

c. Criteria of Consideration In addition to all the other criteria herein set forth, the Committee shall generally determine whether the proposed improvement will protect the then value and future values of the properties then located in the subdivision, and to be erected therein. The Committee shall in the exercise of its judgment and determination, use reason and good faith. Among the other considerations applied, the Committee will determine and base its approval or rejection upon the fact of whether said proposed improvements are reasonably compatible with other improvements erected and planned in said subdivision.

d. Completion After approval of any proposed change, the same shall be completed with due diligence in conformity with conditions of approval. Failure to accomplish the change within one year after date of approval or to complete the change in accordance with terms of approval shall operate automatically to revoke the approval and the ACCO may require the property to be restored as nearly as possible to its previous state. The time for completion of any such work may be extended by the ACCO.

e. Waiver of Action Against ACCO The ACCO or any owner shall not be liable in damages to any person or association submitting any plans and specifications or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such plans and specifications. Any Owner submitting or causing to be submitted any plans and specifications to the ACCO agrees and covenants that he will not bring any action or suit to recover damages against the ACCO or any Owner collectively, its members individually or its advisors, employees or agents.

f. Maintenance of Records The ACCO shall keep and safeguard for at least five (5) years complete permanent written records of all applications for approval submitted to it, including one set of all plans and specifications so submitted and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

g. No Liability Neither the ACCO, nor any member, agent or employee shall be liable to any party 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 malice.

12. Signs No sign of any kind shall be displayed except or placed upon any part of the property except "For Rent" or "For Sale" signs, referring only to the premises on which displayed and not to exceed two square feet in size and one sign to a property.

13. Roofing Materials: The roofing may be asphalt/fiberglass composition shingles, cedar shingles or cedar shakes installed in compliance with the manufacturer's recommended procedures.

a. Asphalt/Fiberglass Premium Grade Composition Shingles: Asphalt composition shingles shall be mineral surfaced, fiberglass based, "dimensional" shingles (three tab is unacceptable) bearing the Underwriters Laboratory (U.L.) Class "A" external fire exposure label and U.L. "Wind Resistant" label, minimum weight of not less than 300 pounds per square. Asphalt composition shingles are to be applied over a minimum underlayment of No. 15 unperforated organic felt with a minimum 3 inch head lap and 18 inch end lap. Color shall be earth tone mixtures of tan, gray and brown that resemble new to weathered cedar shakes. Color, shape and weight, together with manufacturer's specifications and a sample shall be submitted to the Architectural Control Committee for approval in compliance with existing covenants.

b. Cedar Shingles: Cedar shingles shall be No. 1 Blue Label sawn and kiln dried Western Red Cedar, minimum 18 inches long.

c. Cedar Shakes: Cedar shakes shall be No. 1 Blue Label hand split and resawn kiln dried Western Red Cedar, minimum 24 inches long, 3/4 to 1 1/4 inch butt.

d. Masonite Shingles

14. Oil and Mining Operations No oil drillings, oil development operations, or oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any site.

15. Livestock and Poultry No animals, livestock or poultry of any kind shall be raised, bred or kept on any site, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes; and provided further, such dogs, cats or other household pets shall not exceed two of any one type of animal for each site.

16. Garbage and Refuse Disposal No site or common area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste, shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash containers shall be allowed on the street only for twelve hours before and twelve hours after the day on which trash is collected.

17. Sight Distance at Intersections No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any corner site except in conformity with the applicable resolutions, regulations and restrictions of the County of Mesa, State of Colorado, nor shall any tree be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

18. Storage of Boats, Campers, Trailers, Etc. No vehicles, boats, campers, trailers or other such contraptions or devices shall be stored or permitted to remain, for more than three (3) continuous days, on any lot, except within rear or side yards back of the front line of the main residence structure situate thereon.

19. Lighting All permanent exterior lights and light standards, other than ordinary low intensity lights, shall be subject to approval by the ACCO for harmonious development and prevention of lighting nuisance.

20. Homeowners Association The owners shall hereafter organize a Homeowners Association under the Non-profit Corporation Act of the State of Colorado. In accepting a deed or contract for any lot the grantee therein agrees to and shall be a member of and be subject to the obligations and duly enacted By-laws and rules thereof.

21. Term These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the sites has been recorded, agreeing to terminate said covenants, or change them in whole or in part.

22. Right to Amend Any provision contained in this Protective Covenant may be amended or repealed, with the written consent of 51% of the Owners of lots within the Subdivision by recording a written instrument or instruments specifying the amendment or the repeal, executed by not less than fifty-one percent (51%) of the Owners of lots within the Subdivision shown by the records in the office of the Mesa County Clerk and Recorder.

23. Incorporation into Deed Each provision of these Protective Covenants, and all provisions necessarily implied therefrom shall be deemed incorporated in each Deed or other instrument of conveyance; be deemed accepted, ratified and declared as a personal covenant of each Owner and binding thereon; be deemed and declared for the benefit of each Owner and shall be deemed a real covenant and an equitable servitude running as a burden with and upon the title to each parcel of land.

24. Impairment of Lien No violation or breach of this Covenant, or enforcement action shall impair the lien of any mortgage, deed of trust or other lien in good faith and for value created prior to recording of lis pendens or other document by a plaintiff showing



violation or breach.

25. Captions The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of these Protective Covenants.

26. Failure of Enforcement Failure to enforce any provisions of these Protective Covenants shall not operate as a waiver of any such provision or of any other provision of these Protective Covenants.

27. Enforcement Each provision of these Protective Covenants shall be enforceable by the homeowners association by proceeding for prohibitive or mandatory injunction or suit to recover damages or, in the discretion of the HOA, for so long as any Owner fails to comply with any provisions, by exclusion of such Owner and such Owner's guests from use of any HOA facility and from enjoyment of any HOA function. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Covenant, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney fees.

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

Richard N Ellis RICHARD N ELLIS  
Lot 3 Block 7 Filing No. 2 SEC 14 115 101W + COMMON OPEN SPACE  
Address Type/Print Name

Samuel B. Gingrich Samuel B Gingrich  
Lot 8 Block 7 Filing No. 2 SEC 14 115 101W + THAT PT OF COMMON SPACE  
Address Type/Print Name

Dorothy Kay Ferris Dorothy Kay Ferris  
Lot 10 Block 7 Filing No. 2 SEC 14 115 101W + COMMON OPEN SPACE  
Address Type/Print Name

Jaynell Rubalcaba GAYNELL RUBALCABA  
Lot 11 Block 7 Filing No. 2 SEC 14 115 101W + COMMON OPEN SPACE  
Address Type/Print Name

Kathleen Baitenbreth KATHLEEN BAITENBRETH  
Lot 21 Block 7 Filing No. 2 SEC 14 115 101W + COMMON OPEN SPACE  
Address Type/Print Name

Robert W. Whipple Robert W. Whipple  
Lot 18 Block 7 Filing No. 2 SEC 14 115 101W + COMMON OPEN SPACE  
Address Type/Print Name

Kevin A. Kiefer KEVIN A. KIEFER  
Lot 6 Block 7 Filing No. 2 SEC 14 115 101W THAT PART OF LOT 7  
Address Type/Print Name

R.D. Burbank R.D. Burbank  
Lot 12 Block 7 Filing No. 2 SEC 14 115 101W  
Address Type/Print Name

Linda Gregory Linda Gregory  
Lot 19 Block 7 Filing No. 2 SEC 14 115 101W + COMMON OPEN SPACE  
Address Type/Print Name

Robert M. Mather ROBERT M. MATHER  
Lot 17 Block 7 Filing No. 2  
Address Type/Print Name

Signature Page to  
First Amended Covenants of  
Monument Village Subdivision

*Jay Chamberlain*  
Lot 35 Block 2 Filing No. 612 Rushmore Dr. Jay Chamberlain  
(3) Address Type/Print Name

*Nathan Rushing*  
Lot 10 Block 2 Filing No. 624 CHACO CT. NATHAN RUSHING  
(3) Address Type/Print Name

*Wayne C. Tilford*  
Lot 7 Block 2 Filing No. 625 CHACO CT. Wayne C. Tilford  
(3) Address Type/Print Name

*David Schuler*  
Lot 5 Block 2 Filing No. 621 Chaco Ct. DAVID SCHULER  
(3) Address Type/Print Name

*Lou Stumm*  
Lot 11 Block 2 Filing No. 622 Chaco Ct. Lou Stumm  
(3) Address Type/Print Name  
*Lynette T. Farber*

*Lynette T. Farber*  
Lot 4 Block 2 Filing No. 619 Rushmore Lynette T. Farber  
(3) Address Type/Print Name

*Sheila Ely*  
Lot 23 Block 2 Filing No. 618 Rushmore Sheila Ely  
(3) Address Type/Print Name

*Michael B. Scharck*  
Lot 2 Block 2 Filing No. 615 Rushmore Michael B. Scharck  
(3) Address Type/Print Name

*Roy Farber*  
Lot 34 Block 2 Filing No. 614 RUSHMORE Roy Farber  
Address Type/Print Name

*Patricia Oates*  
Lot 4 Block 1 Filing No. 609 Rushmore Dr. Patricia Oates  
(3) Address Type/Print Name

Signature Page to  
First Amended Covenants of  
Monument Village Subdivision

RECORDER NOTE: POOR QUALITY DOCUMENT  
PROVIDED FOR REPRODUCTION

William D. Steele William D. Steele  
Lot 78 Block 2 Filing No. 3 629 Rushmore Dr.  
10/15 Address Type/Print Name

Albert A. Baker Albert A. Baker  
Lot 17 Block 2 Filing No. 3 630 Rushmore Dr.  
Address Type/Print Name

Pamela R. Nicholls Pamela R. Nicholls  
Lot 22 Block 2 Filing No. 3 620 Rushmore Dr  
Address Type/Print Name

Zenobia H. Healey ZENOBIA H. HEALEY  
Lot 26 Block 7 Filing No. 2 2152 Shenandoah Dr.  
Address Type/Print Name

Elizabeth H. Boulware Elizabeth H. Boulware  
Lot 27 Block 7 Filing No. 2 2154 Shenandoah Dr.  
Address Type/Print Name

Juan Fox Juan Fox  
Lot 3 Block 6 Filing No. 2 2155 Shenandoah Dr.  
Address Type/Print Name

Steven L. King STEVEN L. KING  
Lot 12 Block 2 Filing No. 3 623 Rushmore Dr.  
Address Type/Print Name

John H. Hockett John H. Hockett  
Lot 1 Block 6 Filing No. 2 2151 Shenandoah Drive  
Address Type/Print Name

James M. Lawson JAMES M. LAWSON  
Lot 2 Block 6 Filing No. 2153 SHENANDOAH DR.  
2 Address Type/Print Name

Beverly A. Johnston BEVERLY A. JOHNSTON  
Lot 14 Block 2 Filing No. 3 627 Rushmore Dr.  
Address Type/Print Name

Signature Page to  
First Amended Covenants of  
Monument Village Subdivision

Lot <u>25</u> Block <u>2</u> Filing No. <u>#3</u>	<u>2182 TOVAR CT</u> Address	<u>Wade C. Haerle</u> Type/Print Name
Lot <u>25</u> Block <u>2</u> Filing No. <u>#3</u>	<u>2182 TOVAR CT</u> Address	<u>CYNTHIA HAERLE</u> Type/Print Name
Lot <u>24</u> Block <u>2</u> Filing No. <u>3</u>	<u>2184 Tovar Ct</u> Address	<u>Jeffrey Piper</u> Type/Print Name <i>Erickson Piper</i>
Lot <u>16</u> Block <u>2</u> Filing No. <u>2+3</u>	<u>2186 TOVAR CT</u> Address	<u>Carol L. McKay</u> Type/Print Name
Lot <u>24</u> Block <u>2</u> Filing No. <u>2+3</u>	<u>2180 Tovar Ct</u> Address	<u>Ben &amp; Juliana Korman</u> Type/Print Name
Lot <u>30</u> Block <u>2</u> Filing No. <u>3</u>	<u>2185 TOVAR Ct. 81503</u> Address	<u>JAMES F/RETA M</u> Type/Print Name <i>PARANTO</i>
Lot <u>17</u> Block <u>2</u> Filing No. <u>3</u>	<u>2187 Tovar Ct 81503</u> Address	<u>Dak and Janiece Bowen</u> Type/Print Name
Lot <u>32</u> Block <u>2</u> Filing No. <u>3</u>	<u>2181 TOVAR CRT 81503</u> Address	<u>Marie Moore</u> Type/Print Name
Lot <u>5</u> Block <u>1</u> Filing No. <u>3</u>	<u>2176 Shenandoah Dr. 81503</u> Address	<u>PODY MORTENSEN</u> Type/Print Name
Lot <u>4</u> Block <u>1</u> Filing No. <u>3</u>	<u>2177 Shenandoah Dr</u> Address	<u>Gerard L. Reynolds</u> Type/Print Name

Signature Page to  
First Amended Covenants of  
Monument Village Subdivision

Lot 8 Block 4 Filing No. 1 Glenn E Yoder Glenn E Yoder  
606 Carlsbad Dr. Glenn E Yoder  
Address Type/Print Name

Lot 1 Block 1 Filing No. 1 Bill J Mears Pamela J Mears  
603 Rushmore Dr. Bill J. & Pamela J. Mears  
Address Type/Print Name

Lot 1 Block 4 Filing No. 1 John E Goley  
2140 Olympic Ct John + Arlene Goley  
Address Type/Print Name

Lot 2 Block 4 Filing No. 1 Erick & Barbara Erick & Barbara  
2142 Olympic Ct Erick & Barbara  
Address Type/Print Name

Lot 6 Block 4 Filing No. 1 Marion E Kiefer + Donna L Kiefer  
2145 Olympic Ct. Marion E. Kiefer + Donna L. Kiefer  
Address Type/Print Name

Lot 7 Block 5 Filing No. 1 Monte E Taylor - Ronnie Taylor  
2143 Ranier Ct Monte & Veronica Taylor  
Address Type/Print Name

Lot 3 Block 5 Filing No. 1 Randy & Stacey Baker  
2144 Ranier Ct Randy & Stacey Baker  
Address Type/Print Name

Lot 38 Block 2 Filing No. 3 Dennis & Sheila Wiss  
608 Rushmore Dr Dennis Wiss & Sheila Wiss  
Address Type/Print Name

Lot 38 Block 2 Filing No. 3 Cathy Story / Bill Story  
606 Rushmore Dr Cathy Story / Bill Story  
Address Type/Print Name

Lot 2 Block 1 Filing No. 1 Melvin Frederickson  
605 Rushmore Dr Melvin Frederickson  
Address Type/Print Name

Signature Page to  
First Amended Covenants of  
Monument Village Subdivision

877.71 Susan Chandler Kiser  
Lot 5 Block 2 Filing No. 2131 BRUCE CT GLENN & SUE KISER  
Address Type/Print Name KISER

Margaret A. Pheeder 2136 Acadia Ct  
Lot 2 Block 1 Filing No.  
Robert F. Czarnecki 2135 Baniff Ct Type/Print Name CAEEDLE  
Jean Czarnecki CZARNECKI

Lot 5 Block 3 Filing No.  
Elizabeth A. Duray Address Type/Print Name  
John R. Duray 2137 Baniff Ct Duray

Lot 5 Block 3 Filing No. Address Type/Print Name

Theodore J. Joslyn 2139 Baniff Ct. 103 JOSLYN  
Lot 6 Block 3 Filing No. Address Type/Print Name

Donald N. Leske 620 Brunton Ct. SALLY M. LESKE  
DONALD N. LESKE  
Lot Block Filing No. Address Type/Print Name

RAYMOND HOUCK 2137 Acadia Ct  
Lot 9 Block 1 Filing No. Address Type/Print Name

Thomas A. Guntz Juana Guntz GUNTER  
Lot 8 Block 1 Filing No. 2135 Acadia Address Type/Print Name

Michael J. Linza Giordana Linza MICHAEL LINZA  
Lot 7 Block 1 Filing No. 2133 ACADIA Address Type/Print Name

David R. Fox Ellen Fox  
Lot 4 Block 1 Filing No. 2132 Acadia Ct Address Type/Print Name

Robert W. Heath Wanda J. Heath HEATH  
Lot 3 BLOCK 1 FILING NO. 2134 acadia ct. Address Type/Print Name

Signature Page to  
First Amended Covenants of  
Monument Village Subdivision

Jack Miller  
Lot 7 Block 7 Filing No. 2 431 Carlsbad JACK MILLER  
Address Type/Print Name

Javier Hernandez HONZA  
Lot 19 Block 2 Filing No. 7 2133 Bayco Ct.  
Address Type/Print Name

Mary Moore MARY MOORE  
Lot 9 Block 2 Filing No. 7 617 Carlsbad DR  
Address Type/Print Name

Randy Hammond  
Lot 18 Block 2 Filing No. 3 626 Rushmore Randy Hammond  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Signature Page to  
First Amended Covenants of  
Monument Village Subdivision



Connie K. Brach  
Michael L. Brach  
Lot 2 Block 3 Filing No. 1 2138 Banff  
Address

BOOK 2589 PAGE 640  
Connie K. BRACH  
Michael L. Brach  
Type/Print Name

Jacqueline E. Moore  
Lot \_\_\_ Block \_\_\_ Filing No. 622 Brenton  
Address Type/Print Name  
MOORE

Doyle L. Hatfield  
Lot 41 Block 2 Filing No. 1 2132 BRICK CT.  
Address Type/Print Name  
DOYLE L. HATFIELD

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Signature Page to  
First Amended Covenants of  
Monument Village Subdivision

Jack R Bullen Jack R Bullen  
Lot 2/Block 2 Filing No. 3 622 Rushmore Dr  
Address Type/Print Name

Frederick H Sanborn Frederick H SANBORN  
Lot 8/Block 2 Filing No. 3 628 Rushmore Drive  
Address Type/Print Name

Larry V Feather Larry V Feather  
Lot 6/Block 2 Filing No. 3 631 Rushmore Dr  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_  
Address Type/Print Name

Signature Page to  
First Amended Covenants of  
Monument Village Subdivision

*Marilyn D. Jacobson & Anna D. Jacobson*  
Lot 4 Block 3 Filing No. 1 2144 Olympic Ct.  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Signature Page to  
First Amended Covenants of  
Monument Village Subdivision

Lot 4 Block 5 Filing No. 1, 2146 Ravier Ct. Rebecca L. MARSD  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Lot \_\_\_ Block \_\_\_ Filing No. \_\_\_\_\_  
Address Type/Print Name

Signature Page to  
First Amended Covenants of  
Monument Village Subdivision

State of Colorado

ss.

County of Mesa

The foregoing First Amended Covenants for Monument Village Subdivision were subscribed before me by Richard N. Ellis, Samuel B. Gingerich, Dorothy Kay Ferris, Gaynell Rubalcaba, Kathleen Breitenbach, Robert W. Whipple, Lynn E. Whipple, Kevin A. Kiefer, R. D. Burbank, Linda Gregory, Robert M. Mather, Jay Chamberlain, Nathan Rushing, Wayne C. Telford, David G. Miller, Lew Sturm, Lynette T. Farber, Sheila Ely, Michael B. Schaack, Roy K. Farber, Patricia Oates, William D. Steele, Albert A. Baker, Pamela R. Nicholls, Zenobia A. Healey, Elizageth H. Boulware, Joan Fox, Steven L. King, John H. Hockett, James M. Lawson, Beverly A. Johnston, Wade A. Haerle, Cynthia Haerle, Jeffrey Piper, Tammy Erickson Piper, Carol L. McKay, Ben Guana, LuAnn Guana, James F. Paronto, Rita M. Paronto, Janalee Bowen, Charles E. Moore, Marie Moore, Kellene Mortensen, Rocky Mortensen, Gerald L Reynolds, Lorraine A. Reynolds, Glenn E. Yoder, Mildred A. Yoder, Pamela A. Miers, Bill J. Miers, John E. Goley, Erick Barbel, Barbara Barbel, Marian F. Kiefer, Donna L. Kiefer, Monte E. Taylor, Ronnie Taylor, Randy Baker, Stacey Baker, Dennis Wiss, Sheila Wiss, Cathy Story, Melvin Frederickson, Joyce Frederickson, Glenn Kiser, Susan Chandler Kiser, Margaret A. Cheadle, Robert F. Czarnecki, Joan Czarnecki, Elizabeth A. Duray, John R. Duray, Theodore N. Joslyn, Sally Leske, Donald N. Leske, Raymond Houck, Thomas A. Gunter, Juanita Gunter, Michael J. Linza, Rhonda Linza, David R. Fox, Ellen Fox, Robert W. Heath, Wanda J. Heath, Jack Miller, Janice Honza, Gary Moore, Randy Hammond, Connie K. Brach, Michael L. Brach, Jacqueline E. Moore, Doyle L. Hatfield, Jack R. Buller, Frederick H. Sanborn, Larry V. Feather, Marlyn D. Jacobson, Anna D. Jacobson, Rebecca Marso,

Dated this 15th day of March, 1999.

My commission expires: 10/9/01



*Ann Hefner*  
 \_\_\_\_\_  
 Notary Public

Signature Page to  
 First Amended Covenants of  
 Monument Village Subdivision