

**FIFTH AMENDMENT AND
SUPPLEMENTAL DECLARATION
TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE LEGENDS**

This Fifth Amendment and Supplemental Declaration ("Fifth Amendment") is made at Grand Junction, Colorado, as of the 26th day of July, 2016, by Bella Partners, LLC ("Declarant"), a Colorado limited liability company.

RECITALS

A. A Master Declaration of Covenants, Conditions and Restrictions for The Legends was previously recorded in Book 4290 at Page 1, Reception Number 2347871, of the Mesa County, Colorado real property records as a result of the merger of The Legends Subdivision and the Legends Subdivision, Filing 6, as described in the Agreement to Merge Common Interest Communities recorded in Book 4289 at Page 905, Reception Number 2347870, of the Mesa County, Colorado real property records. Additional documents recorded in the Mesa County, Colorado real property records include: a First Amendment and Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for The Legends, in Book 4471 at Page 315, Reception Number 2391215; a Second Amendment and Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for The Legends in Book 4705 at Page 547, Reception Number 2450800; a Third Amendment and Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for The Legends in Book 5538 at Page 952, Reception Number 2672298; and a Fourth Amendment to the Master Declaration of Covenants, Conditions and Restrictions for The Legends in Book 5666 at Page 402, Reception Number 2708401. The Master Declaration and the foregoing amendments shall together be referred to in this Fifth Amendment as the "Master Declaration." As provided in subsection 12.02(c) of the Master Declaration, the definitions in the Master Declaration shall have the same meaning in this Fifth Amendment, unless otherwise provided in this Fifth Amendment.

B. In accordance with Section 12.02 of the Master Declaration, the Declarant or any successor Declarant has the right to expand the lands covered by the Master Declaration by adding additional Lots and Common Area within certain described areas by one or more duly recorded Supplemental Declarations.

C. Pursuant to subsection 12.02(b) of the Master Declaration, additional Lots and Common Area added by Declarant may be governed by additional covenants, conditions and restrictions contained in the Supplemental Declarations affecting the property covered by the Supplemental Declarations not inconsistent with the then current language of the Master Declaration.

D. Declarant is the owner of and wishes to further expand the lands covered by the Master Declaration to include the real property ("Bella Dimora") in Mesa County, Colorado, legally described as:

Lot 2 Legends at Grand Falls

Bella Dimora is within the area of lands to which expansion of the Property is permitted under Section 12.02 of the Master Declaration.

E. Declarant wishes to adopt additional covenants, conditions and restrictions specific to Bella Dimora not inconsistent with the Master Declaration.

F. Declarant, for itself and any successor declarant, reserves the continuing right to further expand the coverage of the Master Declaration in accordance with the provisions of Section 12.02 of the Master Declaration.

THEREFORE, Declarant declares that:

TERMS

1. General. All of the above Recitals are incorporated into the Terms of this Fifth Amendment. All of Bella Dimora shall be held, sold and conveyed subject to the Master Declaration, which covenants shall run with the land and be binding on Declarant and its successors and assigns, the Association and its successors and assigns, and all persons and entities now or later having any right, title or interest in all or any part of Bella Dimora.

2. Plat Map. A map or plat of Bella Dimora is attached to this Fifth Amendment as Exhibit F and incorporated here by this reference (Exhibits A and B are attached to the Master Declaration, Exhibit C is attached to the First Amendment and Supplemental Declaration, Exhibit D is attached to the Second Amendment and Supplemental Declaration, and Exhibit E is attached to the Third Amendment and Supplemental Declaration). Such map or plat shall constitute a supplemental Map under Section 12.02 of the Master Declaration. This Fifth Amendment is recorded to make the Master Declaration operative to Bella Dimora as provided in Section 12.02 of the Master Declaration and applicable law.

3. Effect of Expansion on Assessments. Assessments levied by the Association as provided in the Master Declaration after the recording of this Fifth Amendment shall reflect the increase in the number of Lots caused by the expansion of the lands covered by the Master Declaration to include Bella Dimora and shall be levied against all Lots, including Lots that are part of Bella Dimora. The recording of this Fifth Amendment shall not alter the amount of, or liability for, the Assessments assessed to a Lot prior to its recording. Despite inclusion of additional Lots under the Master Declaration by this Fifth Amendment, each Owner shall remain fully liable with respect to his or her obligation for the payment of all prior Assessments of the Association, including without limitation those relating to the expenses for all Common Area and any related costs and fees.

4. Definitions.

4.01. "Limited Common Area" means those parts of the Common Area that are either limited or reserved in this Fifth Amendment, on the Map, or by action of the Association, for the common use of fewer than all Owners.

4.02. "Party Wall" means the material(s) located on the dividing Lot line between the adjacent, interior walls of adjoining Townhomes and beneath the roof shingles and behind any exterior stucco, stone, masonry or siding materials of a Townhome.

4.03. "Shared Driveway" is defined in Section 8, below.

4.04. "Townhome" means a single family dwelling structure constructed within the

Property with zero lot line setbacks and a common roof and/or one or more Party Walls connecting the structure to one or more similar structures. A Townhome is a type of Residence as defined in the Master Declaration.

5. Residence Maintenance.

5.01. Exterior of Residences. The exterior of each Residence in Bella Dimora shall be repaired and maintained by its Owner, including but not limited to costs for the purchase, installation, construction, maintenance, and expected or unexpected repair or replacement of any exterior component of a Residence such as, by way of example and not limitation, roofs, exterior wall coverings, doors, windows, foundations, patios and other hard surfaces, decks, HVAC equipment, and satellite systems. Such work shall be performed only upon the approval of the ACC. If an Owner fails to maintain the exterior of his or her Residence in accordance with this Fifth Amendment the Association may, in the Board's discretion without obligation, hire out such maintenance as is necessary to bring such Residence into compliance with this Fifth Amendment, and may assess the Owner of such Residence for those costs, as provided in the Master Declaration.

5.02. Interior of Townhome. Except as may otherwise be provided in this Fifth Amendment, an Owner may make any improvement or alteration to the interior of his or her Townhome that does not impair the structural integrity or the mechanical, electrical or any other system of any other Townhome, Residence, or any Common Area. No utilities, lines, pipes, wires, conduits or systems running through a Townhome that serve another Townhome may be altered, changed, relocated or disturbed in any way without the prior written consent of the ACC.

6. Party Walls.

6.01. Rights. The Owners of adjoining Townhomes separated by a Party Wall shall each have a perpetual, non-exclusive right to access, inspect, maintain, repair and replace the Party Wall. This right shall be binding upon and inure to the benefit of the Owners and their respective heirs, successors and assigns. It shall run with the land and is not a personal covenant; provided, however, that assignment by either party of his or her Lot shall not release that party from liability under this Section 6, unless specifically released by the other party in writing.

6.02. Maintenance, Repair and Replacement. Both Owners on either side of an adjoining Party Wall shall share equally in the cost of maintenance, repair and replacement of their Party Wall, unless such maintenance, repair or replacement is caused or necessitated solely by one of the Owners, or a family member, guest, licensee or invitee of an Owner, in which case that Owner shall be solely responsible for the cost of such maintenance, repair or replacement. If any maintenance, repair or replacement is caused or necessitated by the Owners in anything but equal proportion, the Owners shall bear the costs of such maintenance, repair or replacement in proportion to their fault.

6.03. Submittal of Plans. Plans for any maintenance, repair or replacement of a Party Wall that may or will disturb the exterior appearance of a Townhome or any utilities, lines, pipes, wires, conduits or systems that serve another Townhome must be submitted to and approved by the ACC prior to such disturbance.

6.04. Disputes. If the Owners of adjoining units separated by a Party Wall are unable to agree as to whether the Party Wall is in the need of maintenance, repair or replacement, the Owners shall submit their dispute to the ACC who shall decide the matter. The ACC's decision shall be treated as an arbitrator's decision, binding on both parties.

6.05. Contribution. An Owner's right to contribution from the other Owner shall run with the land and shall pass to such Owner's heirs, successors and assigns.

6.06. Survival. Notwithstanding anything in this Declaration to the contrary, to the extent feasible the terms and conditions of this Section 6 shall survive termination of this Declaration.

7. Landscaping and Fences.

7.01. Installation and Maintenance. Declarant shall install all landscaping on all Common Areas within Bella Dimora and the Association shall maintain all such landscaping thereafter. The cost for maintaining the landscaping in Bella Dimora shall be determined by the Board of Directors and included in the annual budget prepared by the Board. The landscaping fee shall be included in the Regular Assessment levied against each Lot in Bella Dimora.

7.02. Customized Landscaping. If an Owner wishes to install custom landscaping or landscaping that otherwise differs from the remainder of Bella Dimora on the Common Area immediately adjacent to his or her Lot, including but not limited to flower gardens, vegetable gardens and raised-bed plantings, the Owner shall submit a landscaping plan showing the dimensions of the project, plant number and type, and watering requirements to the ACC in accordance with Article 8 of the Master Declaration. The ACC shall evaluate the landscaping plan as provided in Article 8 with the added requirement that it shall determine the additional costs, if any, that the Lot shall be assessed for additional maintenance and/or Association Water that may be required for that Lot as a result of such custom landscaping. The Association shall have no obligation to maintain any custom landscaping approved by the ACC unless the ACC agrees, in writing, to include the custom landscaping as a maintenance obligation of the Association.

7.03. Fences. An Owner may install a patio fence, subject to the prior approval of the ACC in accordance with the Master Declaration. An Owner may not install any other fence on his or her Lot or upon any Common Area without the prior approval of the ACC in accordance with the Master Declaration.

8. Driveways.

8.01. Common Driveways. Concrete driveways shall be constructed by Declarant on the Common Area in front of the garage of each Residence. Each such driveway shall be a Limited Common Area used only for ingress, egress and parking only by the Owners or occupants of the Residence it accesses and their family members, guests, licensees and invitees.

8.02. Maintenance and Repair. Each Owner shall be responsible for the surface cleaning, maintenance, repair, replacement, and any other alteration of the driveway in front of his or her Residence. Any activity that changes the appearance of the driveway shall be commenced only with the written approval of the ACC. If an Owner fails to maintain his or her

driveway in accordance with this Fifth Amendment the Association may, in the Board's discretion without obligation, hire out such maintenance as is necessary to bring such driveway into compliance with this Fifth Amendment, and may assess the Owner(s) of the Residence(s) the driveway accesses for those costs, as provided in the Master Declaration. The Association shall be responsible for snow removal, the cost of which shall be included in the Regular Assessment levied against each Lot in Bella Dimora.

8.03. Shared Driveways. Certain Residences share a portion of their driveway with one or more other Residences, as depicted on the Map. The shared portion of such a driveway (the "Shared Driveway") shall be used only for ingress and egress to the Residences sharing the Shared Driveway. Parking on a Shared Driveway is expressly prohibited except temporarily for loading or unloading purposes. If a Shared Driveway is blocked by a vehicle or other obstruction the Association may have the vehicle towed or the obstruction removed and assess the Owner of the Residence who caused or permitted such vehicle or obstruction to remain on the Shared Driveway for those costs. The Owners sharing a Shared Driveway shall share equally in the cost of maintenance, repair and replacement of their Shared Driveway, unless such maintenance, repair or replacement is caused or necessitated solely by one of the Owners, or a family member, guest, licensee or invitee of an Owner, in which case that Owner shall be solely responsible for the cost of such maintenance, repair or replacement. If any maintenance, repair or replacement is caused or necessitated by the Owners in anything but equal proportion, the Owners shall bear the costs of such maintenance, repair or replacement in proportion to their fault.

8.04. Insurance. The Association may, in the discretion of the Board, obtain and maintain insurance for any damage to and/or on the driveways in Bella Dimora, the cost of which shall be passed-through to the specific Owner(s) utilizing such driveways (or Shared Driveways if applicable) as a Special Assessment.

9. Setbacks. All setbacks shall be in accordance with Grand Junction City Ordinance #4632, a copy of which is on file with the ACC, and will be taken into consideration before any ACC approvals can be issued.

10. Tract J. Tract J of Bella Dimora will be deeded to The Greedy Group, LLC and is to be developed with Bella Dimora Phase Two in conformance with the approved Bella Dimora Outline Development Plan. The number of Lots that may be created in Tract J is accounted for in the Master Declaration, and the Development of Tract J shall be subject to and in accordance with the Master Declaration.

11. Severability. Invalidation of any covenant, restriction or provision contained in this Fifth Amendment by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

12. Conflicts Between Documents. In the event of any conflict between the Master Declaration (as supplemented by this Fifth Amendment) and the Articles of Incorporation or the Bylaws of the Association, the Master Declaration as amended and supplemented shall control.

[signature page follows]

DECLARANT:
BELLA PARTNERS, LLC



Ronald A. Abeloe, as Manager/Member of Bella Partners, LLC.

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the 24th day July, 2016, by Ronald A. Abeloe,
as Manager/Member of Bella Partners, LLC.

WITNESS my hand and official seal.
My commission expires: 7-9-2017.

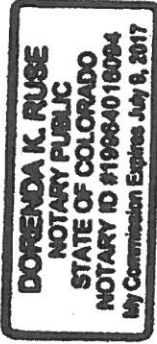
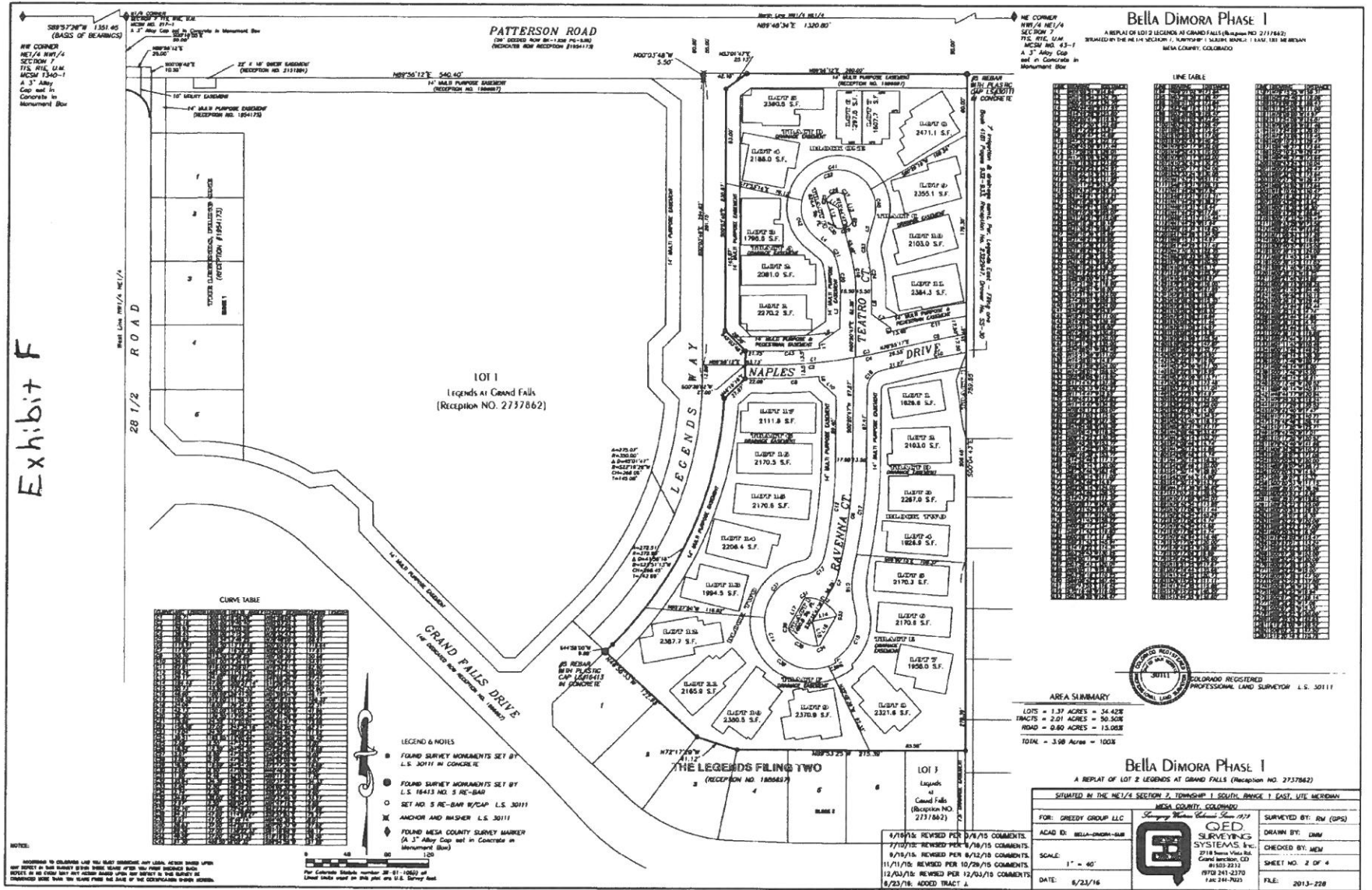

Notary Public

Exhibit F



Bella Dimora Phase I
 A REPLAY OF LOT 2 LEGENDS AT GRAND FALLS (Reception NO. 2737862)
 SITUATED IN THE NE 1/4 SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST, 101 MERIDIAN
 MESA COUNTY, COLORADO

30111 COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR L.S. 30111

Bella Dimora Phase I
 A REPLAY OF LOT 2 LEGENDS AT GRAND FALLS (Reception NO. 2737862)

SITUATED IN THE NE 1/4 SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST, 101 MERIDIAN MESA COUNTY, COLORADO	
FOR: GREEDY GROUP LLC	ACAD ID: BELLA-DIMORA-048
DATE: 6/23/16	SCALE: 1" = 40'
6/19/16: REVISED PER 6/17/15 COMMENTS. 7/7/16: REVISED PER 7/15/15 COMMENTS. 6/19/16: REVISED PER 6/12/15 COMMENTS. 11/17/16: REVISED PER 10/29/15 COMMENTS. 12/04/16: REVISED PER 12/04/15 COMMENTS. 6/23/16: ADDED TRACT A.	
SURVEYED BY: RM (GPS) DRAWN BY: DMW CHECKED BY: MEM SHEET NO. 2 OF 4 FILE: 2013-228	