

42 PAGE DOCUMENT

**NINTH AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SUMMER HILL SUBDIVISION**

The Undersigned, being at least sixty seven percent (67%) of the Owners of Lots within Summer Hill Subdivision, hereby amend the Declaration of Covenants, Conditions and Restrictions for Summer Hill Subdivision.

RECITALS

A. The Undersigned are the Owners of at least sixty seven percent (67%) of the Lots situated in Mesa County, Colorado, known as Summer Hill Subdivision, including the easements and licenses appurtenant to, or included in the property as shown on the plats for Summer Hill Subdivision and described in the plat books of the Mesa County Clerk and Recorder. Said Property has a legal description as follows: Summer Hill Subdivision Filings No. 1 through 6, inclusive, EXCEPT Tract B in Filing 6.

B. The Undersigned desire to maintain a planned community and to subject and place upon Summer Hill Subdivision ("Property") certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein pursuant to the provisions of the Colorado Common Interest Ownership Act ("CCIOA"), including but not limited to those changes to CCIOA under Senate Bills 05-100 and 06-89, for the purpose of protecting the value and desirability of said Property and for the purpose of furthering a plan for the improvement, maintenance, and ownership of said Property.

C. Declarant or its predecessor has previously caused to be recorded the Declaration of Covenants, Conditions and Restrictions of Summer Hill Subdivision (the "Original Declaration") in Book 2680 at page 271 of the Mesa County, Colorado, real estate records; a First Amendment to the Original Declaration ("First Amendment") recorded in Book 3007 at page 901; a Second Amendment to the Original Declaration ("Second Amendment") recorded in Book 3086 at page 365; a Third Amendment to the Original Declaration ("Third Amendment") recorded in Book 3087 at page 355; a Fourth Amendment to the Original Declaration ("Fourth Amendment") recorded in Book 3113 at page 772; a Fifth Amendment to the Original Declaration recorded in Book 3248 at page 49; a Sixth Amendment to the Original Declaration ("Sixth Amendment") recorded in Book 3410 at page 630; a Seventh Amendment to the Original Declaration ("Seventh Amendment") recorded in Book 3786 at page 946 and an Eighth Amendment to the Original Declaration ("Eighth Amendment") recorded in Book 4556 beginning at page 857. The Original Declaration and the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Amendments are collectively referred to together in this Ninth Amendment as the "prior Declarations and Amendments."

NOW, THEREFORE, the Undersigned hereby declare that all of the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with the above-described Property and be binding on all parties having any right, title, or interest in the above-described Property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each Owner thereof. The modifications and amendments contained herein replace and supercede the original Declaration and all prior amendments thereto recorded with the Mesa County Clerk and Recorder and all prior Declarations and Amendments thereto are hereby void and of no effect.

**ARTICLE I
DEFINITIONS**

Section 1.01. "Allocated Interests" shall mean and refer to the common expense liability and the ownership interest and votes in the Association as set forth in this Declaration.

Section 1.02. "Architectural Control Committee" or "ACC" or the "Committee" shall mean and refer to the committee appointed by the Board of Directors of the Association, as more fully provided in Articles VII and VIII of this Declaration.

Section 1.03. "Articles" shall mean the Articles of Incorporation of the Association, as they may be amended from time to time.

Section 1.04. "Assessment" shall mean and refer to any assessment levied against one or more Owner(s) or Lot(s) as permitted by this Declaration or applicable law, including without limitation any of the following:

- (a) "Regular Assessment" shall mean and refer to a charge against each Unit representing that portion of the Common Expenses attributable to such Unit as provided for in Section 4.05 of this Declaration including all fees, charges, late charges, attorney fees, fines and interest arising from failure to pay when due the principal amount of such assessment.
- (b) "Special Assessment" shall mean and refer to a charge against any Unit for certain costs incurred by the Association or Declarant for materials or services furnished to the Owner or his Unit at the request of or on behalf of such Owner, or as a result of any Owner failing to maintain any portion of his Unit in accordance with the provisions of this Declaration, or as a result of the negligence, recklessness, or willful misconduct of any Owner, his employees, guests or invitees, or for excessive use or special use of the services or facilities, if any, provided by the Association, or for any other purpose for which this Declaration or applicable law specifies or permits the imposition of a Special Assessment.
- (c) "Capital Assessment" shall mean and refer to a charge against any Lot representing a portion of the Association's cost for the purchase, installation, construction, expected or unexpected repair or replacement of any capital improvement (including the necessary fixtures and personal property related to it) on the Common Area or on any other portion of the Property, upon which the Association may be required or permitted to install, maintain, repair or replace any capital improvements as provided in this Declaration (including without limitation, the Irrigation Facilities), plus reserves for repair or replacement of existing capital items and acquisition, construction, and installation of new capital improvements.

Section 1.05. "Association" shall mean and refer to Summer Hill Subdivision Homeowners Association, a nonprofit corporation, incorporated under Colorado law.

Section 1.06. "Association Water" shall mean and refer to all Grand Valley Water Users Association water and water rights appurtenant to, associated with or used in connection with all or any part of the Property, plus any other water or water rights, ditch or ditch rights, reservoir or water storage rights appurtenant to any portion of the Property or used in connection with any portion of the Property and owned or controlled by the Association.

Section 1.07. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.08. "By-Laws" shall mean the By-Laws of the Association as they may be amended from time to time.

Section 1.09. "CCIOA" means the Colorado Common Interest Ownership Act presently codified at C.R.S. §38-33.3-101, et seq., as it may subsequently be amended from time to time.

Section 1.10. "Common Area" shall mean any and all real property, and the improvements and fixtures on it owned, leased or controlled by the Association for the common use and enjoyment of the Members, plus any street or other lighting fixtures owned or controlled by the Association and signage on any Common Area or for the general benefit of the Subdivision or Owners, whether or not located on the real property owned or leased by the Association. The Common Area shall be as shown on the recorded plat of the Property and described in the Map.

Section 1.11. "Common Expenses" shall mean and include expenditures made, and liabilities incurred, by or on behalf of the Association.

Section 1.12. "Conveyance" shall mean and refer to transfer of a fee simple title by deed, installment land purchase contract or otherwise of any part of the Property.

Section 1.13. "Declarant" shall mean and refer to Paradise Hills Partnership, a Colorado general partnership, its successors and assigns designated in writing to be the successor of Declarant, subject to any limitation on transfer of Special Declarant Rights contained in this Declaration, CCIOA or other applicable law.

Section 1.14. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Summer Hill Manor Subdivision, as the same may be amended from time to time.

Section 1.15. "Exhibit" shall refer to the exhibits attached hereto and incorporated herein by reference. Exhibit B depicts the common fencing for the single family residences; Exhibit C is the map for Filing 3; Exhibit D is a fencing diagram; Exhibit E

and F depict conceptual landscaping ideas; and Exhibit G depicts the design and construction of the Common Area fence as determined by the Declarant.

Section 1.16. "House" means a single family Unit on its own Lot.

Section 1.17. "Improvements" shall mean and refer to any and all Buildings, parking areas, fences, screening fences, retaining walls, stairs, decks, hedges, windbreaks, plantings, trees, shrubs, signs, objects of art, mailboxes, storm water retention/detention and irrigation water system, irrigation facilities such as pumps, pipelines and sprinklers and other structures or landscaping of every type and kind situate on the Properties.

Section 1.18. "Irrigation Facilities" shall mean and refer to all improvements, equipment, facilities, and other real and personal property owned, operated, or maintained by the Association for the purpose of delivering water to the Lots and Common Area for irrigation purposes, and shall include, but not be limited to, all pumps, pipes, pipelines, risers, connectors, controls, siphons, filters, valves, and related parts and materials located in, under, or upon easements within the Subdivision, or elsewhere outside of the Subdivision. Irrigation Facilities shall not include the "stub out" or "lateral" pipelines which extend beyond the exterior of the irrigation and maintenance easement or street, as the case may be, within the Subdivision and into a Lot.

Section 1.19. "Landscape Improvements" has the meaning stated in Section 7.03.

Section 1.20. "Large Lot" means a Lot containing more than 10,000 square feet within the platted boundaries of the Lot.

Section 1.21. "Lot" shall mean and refer to each numbered lot of the Property described in the Map as recorded and amended. Boundaries of a Lot shall be as shown and defined on the Map.

Section 1.22. "Map" means the map of the Property attached to this Declaration pursuant to the requirements of CCIOA. THIS MAP MAY BE CHANGED IN THE FUTURE AND DOES NOT MEAN THE SUBDIVISION OF LOTS SHOWN HAS BEEN APPROVED BY ANY GOVERNMENTAL AUTHORITY.

Section 1.23. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.24. "Mortgage" shall mean any mortgage or deed of trust or other conveyance or encumbrance of a Lot, or any interest in it, including, but not limited to, the improvements on it, to secure the performances of an obligation.

Section 1.25. "Mortgagee" shall mean and include mortgagees, trustees, beneficiaries and holders of a Mortgage, and the holders of any indebtedness secured by a Mortgage.

Section 1.26. "Mortgagor" shall mean and include mortgagors and trustors under Mortgages.

Section 1.27. "Occupant" shall mean any person occupying a residence on a Lot within the Subdivision who is not an Owner.

Section 1.28. "Owner" shall mean and refer to Declarant and to any other person or entity holding a fee simple ownership interest in any Unit which is a part of the Property, including installment land contract purchasers and lessees with exercised and enforceable options to purchase, but excluding Mortgagees (unless and until a Mortgagee acquires record fee ownership) and those having such interest merely as security for the performance of an obligation.

Section 1.29. "Patio Home" means a House or a Townhouse located on a Patio Home Lot.

Section 1.30. "Patio Home Common Parking Areas" means those portions of the Common Area so designated on the Map.

Section 1.31. "Patio Home Lot" means a Lot containing 10,000 square feet or less within the platted boundaries of the Lot, except for the following patio home Lots which have more than 10,000 square feet: 855 Summer Sage Court; 865 Summer Sage Court; 870 Summer Breeze Court; 867 Summer Bend Court and 875 Summer Bend Court.

Section 1.32. "Property" or "Subdivision" shall mean and refer to that certain real property in Mesa County, Colorado, described in Recital paragraph A of this Declaration and as further shown and described in a Map of the Property, together with

such additions, if any, as may subsequently be brought within the jurisdiction of the Association by expansion or amendment of this Declaration (by exercise of Special Declarant Rights or otherwise).

Section 1.33. "Residence" means the single family dwelling improvements (including garage, whether attached or detached, but excluding any outbuildings) located on a Lot, including without limitation a House or a Townhouse.

Section 1.34. "Restrictive Covenant" means any covenant, restriction, bylaw, Board policy of practice or condition applicable to real property for the purpose of controlling land use, but does not include any covenant, restriction, or condition imposed on such real property by any governmental entity.

Section 1.35. "Special Declarant Rights" shall mean and refer to the development and other rights expressly reserved for the benefit of Declarant in accordance with the terms and conditions of this Declaration.

Section 1.36. "Streetside Frontage" has the meaning stated in Section 7.03.

Section 1.37. "Streetside Landscape Maintenance Easement" has the meaning stated in Section 7.03.

Section 1.38. "Subdivision" shall mean all of the Property, and improvements thereon, subject to this Declaration or any amendment to this Declaration.

Section 1.39. "Townhome" or "Townhouse" means a Unit located on its own Patio Home Lot with zero lot line setback or common or party wall connection to one or more similar Units.

Section 1.40. "Turf Grass" means continuous plant coverage consisting of hybridized grasses that, when regularly mowed, form a dense growth of leaf blades and roots.

Section 1.41. "Unit" shall mean or refer to any residential dwelling improvement constructed within the Property, including but not limited to single family residences, condominium units, Townhouses, or Patio Homes. Unless it is a condominium or other airspace unit, the term Unit also includes the Lot upon which the Unit is located.

Section 1.42. "Xeriscape" means the application of the principles of landscape planning and design, soil analysis and improvement, appropriate plant selection, limitation of turf area, use of mulches, irrigation efficiency, and appropriate maintenance that results in water use efficiency and water-saving practices.

ARTICLE II
THE ASSOCIATION
MEMBERSHIP; VOTING RIGHTS; DECLARANT CONTROLS

Section 2.01. Membership. Every Owner of one or more Units in the Property shall be entitled and required to be a Member of the Association, subject to the voting rights provisions of this Article II. No person or entity other than an Owner of one or more Units in the Property may be a Member of the Association. No Owner shall be entitled to sever his ownership interest in a Unit from membership in the Association; provided that this shall not be construed as precluding the Owner of a Unit from creating or severing a co-tenancy, joint tenancy or any other form of co-ownership with any other person or persons.

Section 2.02. Allocation of Votes. Each Unit shall be allocated one vote in the Association, subject to Section 2.06 below.

Section 2.03. No Cumulative Voting. In the election of directors of the Association, cumulative voting shall not be allowed.

Section 2.04. Membership Appurtenant. By accepting a deed to a Unit or other instrument the acceptance of which would render the holder an Owner, Membership in the Association shall be appurtenant to and inseparable from a Unit. Membership in the Association may not be transferred except in connection with the transfer of ownership of a Unit and shall be automatically transferred by Conveyance of a Unit without additional action or documentation.

Section 2.05. Directors of the Association. The affairs of the Association shall be managed initially by a Board of Directors initially consisting of three (3) directors. When Declarant relinquishes control of the Board to the Owners pursuant to Section

2.06, the Board shall be comprised of not fewer than three (3) directors, with the number of directors set by the By-Laws of the Association.

Section 2.06. Management of the Association.

- (a) Notwithstanding anything stated elsewhere in this Declaration, Declarant may appoint and remove the Association officers and all members of the Board of Directors of the Association subject to the limitations contained in this section until the earliest of: (a) twenty (20) years after the date of recording of this Declaration (the period of Declarant's control) in the offices of the Mesa County, Colorado Clerk and Recorder; (b) sixty (60) days after Conveyance of 75% of the Units which may be created by the terms of this Declaration to Owners other than Declarant; (c) two (2) years after the most recent Conveyance of a Unit by Declarant in the ordinary course of business; or (d) two (2) years after any right to add new Units or Lots was exercised. Declarant may appoint and remove all Association officers and all members of the Board of Directors of the Association, subject to the limitations stated in this section.
- (b) Not later than sixty (60) days after Conveyance of 25% of the Units which may be created by the terms of this Declaration to Owners other than Declarant, at least one member, and not fewer than 25% of the members, of the Board of Directors must be elected by the Owners of Units other than Declarant.
- (c) Not later than sixty (60) days after Conveyance of 50% of the Units which may be created by the terms of this Declaration to Owners other than Declarant, not fewer than 33-1/3% of the members of the Board of Directors must be elected by Owners other than Declarant.
- (d) Upon the termination of the period of Declarant control specified in subsection 2.06(a) of this Article, the Owners shall elect a Board of Directors in accordance with Section 2.05, who must be Owners other than Declarant or designated representatives of Owners other than Declarant. The Board of Directors so elected and officers shall take office upon termination of the period of Declarant control specified above.
- (e) Notwithstanding anything to the contrary stated elsewhere in this Section 2.06, by a vote of sixty-seven percent (67%) of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, any member of the Board of Directors may be removed with or without cause, other than a member appointed by Declarant, unless that member was elected by class voting, in which case that Board member may be removed as provided by law.
- (f) Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control; but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or the Board (as described in a recorded instrument executed by Declarant) be approved by Declarant before they become effective.
- (g) Within sixty (60) days after Owners other than Declarant elect a majority of the Board, Declarant shall deliver to the Association all property of the Owners and the Association held or controlled by Declarant, including, without limitation, those items specified in Section 38-33.3-303(9), C.R.S.

Section 2.07. Quorum. A quorum will be deemed present throughout any meeting of the Association if persons entitled to cast 20% of the votes which may be cast for election of the Board of Directors of the Association are present in person or by proxy at the beginning of the meeting. A quorum will be deemed present throughout any meeting of the Board of Directors of the Association if persons entitled to cast 50% of the votes on the Board are present at the beginning of the meeting.

Section 2.08. Voting. Membership. Every Owner of a Unit which is subject to assessment hereunder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Each Unit shall be entitled to one vote and the vote for such Unit shall be exercised by the Owner or Owners as they determine. If only one of the multiple Owners of a Unit is present at a meeting of the Association, such Owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without a protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. If there is no majority agreement among the owners of a Unit, there shall be no vote for such Unit.

- (a) Votes for contested positions on the Board shall be taken by secret ballot. At the discretion of the Board or upon the request of at least twenty percent (20%) of the Owners who are present in person or represented by proxy if a quorum has been achieved, a vote on any other matter affecting the subdivision on which all Owners are entitled to vote shall be by secret ballot. Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be Owners who are selected or appointed at an open meeting, in a fair manner, by the chair of the Board or another person presiding during that portion of the meeting. The volunteers shall not be board members, and in the case of a contested election for a Board position, shall not be a candidate. The results of the vote shall be reported without reference to names, addresses, or other identifying information of Owners participating in such vote.
- (b) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. A proxy shall not be valid if obtained through fraud or misrepresentation. Unless otherwise provided in the Declaration, Bylaws, or Rules of the Association, appointment of proxies may be made substantially as provided in Colorado Revised Statute (CRS) § 7-127-203.
- (c) If a Unit is owned by more than one person, any Owner of the Unit may vote or register a protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven months after its date, unless it provides otherwise.
- (d) The Association is entitled to reject a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Owner.
- (e) The Association and its officer or agent who accepts or rejects a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation in good faith and in accordance with the standards of this section are not liable in damages for the consequences of the acceptance or rejection.
- (f) Any action of the Association based on the acceptance or rejection of a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation under this section is valid unless a court of competent jurisdiction determines otherwise.
- (g) The Board may suspend the voting rights of any Owner during any period for which an Owner is in default and delinquent in paying any amount owed to the Association or is in violation of any of the governing documents of the Association.

Section 2.09. Officers of the Association. The Officers of the Association shall be those specified by the Bylaws.

Section 2.10. Meetings.

- (a) Meetings of the Owners, as the members of the Association, shall be held at least once each year. Special meetings of the Owners may be called by the president, by a majority of the Board, or by Owners having twenty percent (20%), or any lower percentage specified in the Bylaws, of the votes in the Association. Not less than fourteen (14) nor more than fifty (50) days in advance of any meeting of the Owners, the secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Owner. The notice of any meeting of the Owners shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given pursuant to paragraph (b) of this section. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board.
- (b) All regular and special meetings of the Association's Board, or any committee thereof, shall be open to attendance by all members of the Association or their representatives. Agendas for meetings of the Board shall be made reasonably available for examination by all members of the Association or their representatives. The Association may provide all notices and agendas required by this article in electronic form, by posting on a web site or otherwise, in addition to printed form. If such electronic means are available, the Association shall provide notice of all regular and special

meetings of Owners by electronic mail to all Owners who so request and who furnish the Association with their electronic mail addresses. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four hours before the meeting.

- (c) Notwithstanding any provision in the Declaration, Bylaws or other documents to the contrary, all meetings of the Association and Board of Directors are open to every Owner of the Association, or to any person designated by an Owner in writing as the Owner's representative at an appropriate time determined by the Board, but before the Board votes on any issue under discussion. Owners or their designated representatives shall be permitted to speak regarding that issue. The Board may place reasonable time restrictions on persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue.
- (d) Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

ARTICLE III
PROPERTY RIGHTS IN THE LOTS AND COMMON AREAS

Section 3.01. Title to Common Area; Maintenance. Fee simple title to the Common Areas shall be owned by the Association, free and clear of all liens and encumbrances. To the extent not performed by an applicable governmental entity, the Association shall be responsible for the landscaping and maintenance of the Common Areas, including but not limited to repair of signs, if any, fencing, irrigation equipment, lighting and electrical fixtures and equipment, and plantings. No Owner shall, in whole or in part, change the landscaping, grade or fencing on any portion of the Common Area.

Section 3.02. Members' Easements of Enjoyment. Every Member shall have a non-exclusive right and easement in and to the Common Area, including, but not limited to, an easement for ingress and egress over and through the Common Area. Each such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) The Association shall have the right to adopt uniform rules and regulations pertaining to the use and enjoyment of the Common Area;
- (b) The Association may borrow money and encumber (by mortgage, deed of trust or otherwise) the Common Area or any part of it for the purpose of improving the Common Area, provided any such encumbrance shall be expressly subordinate to the rights of the Members;
- (c) The right of the Association to suspend a Member's voting rights and Common Area use for any period during which any Assessment against his Unit remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association; provided that any suspension of such voting rights, except for failure to pay Assessments, shall be made only by the Association or a duly appointed committee of the Association, after notice and hearing given and held in accordance with the By-Laws of the Association;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area 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 in any number of counterparts signed by Members entitled to cast two-thirds of the votes has been recorded, agreeing to such dedication or transfer, and provided written notice of the proposed action is sent to every Member no less than thirty (30) days nor more than (60) days in advance; and
- (e) The right of Declarant or his designees to enter upon the Common Area for purposes of construction and development of the Subdivision and for purposes of making repairs and remedying construction defects; provided such entry shall not unreasonably interfere with the use and enjoyment of any Lot upon which a Residence has been constructed, unless authorized by the Owner.
- (f) The right of the Association to charge fees for use of any recreational facilities located on the Common Area.

- (g) The right of the Association to close or limit the use of the Common Area while maintaining, repairing and making replacements in the Common Area.

Section 3.03. Delegation of Use. In accordance with any requirements or limitations in the By-Laws, any Member may delegate his right of enjoyment to the Common Area and Association Water to the members of his family, his licensees and invitees, or to his tenants, occupants or contract purchasers who are in possession of such Member's Unit.

Section 3.04. Waiver of Use. No Member may exempt himself from personal liability for Assessments duly levied by the Association nor release the Unit(s) owned by him from the liens and charges created by CCIOA or this Declaration, by waiver of the use and enjoyment of the Common Area or the facilities on it or by abandonment of his Unit.

Section 3.05. General Restrictions. All Owners of Unit(s) by their acceptance of their respective deeds or other instruments causing them to become Owners, covenant and agree that the Common Area shall remain undivided, and no Owner shall bring any action for partition (which right is expressly waived), it being agreed that this restriction is necessary in order to preserve the rights of Owners with respect to the operation and management of the Property.

ARTICLE IV COVENANT FOR ASSESSMENTS

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. The undersigned, for each Unit within the Property (including any Unit subsequently added under Section 14.05 below), covenants (and each Owner of any Unit by acceptance of a deed, or other Conveyance of, for that Unit, whether or not it shall be so expressed in that instrument, is deemed to covenant and agree) to pay to the Association: (a) all Assessments and charges levied against that Unit; (b) all fees, charges, late charges, attorneys fees, fines, collection costs, interest and other sums charged pursuant to this Declaration or as allowed by Section 38-33.3-316(1), C.R.S. or any other provision of CCIOA (as it may be subsequently amended) or by any other applicable law. The Association shall have the right, independent of CCIOA, to impose reasonable charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration, Association By-Laws, and the rules and regulations of the Association.

All charges set forth in this Section, from the time such charge become due, shall be a charge on and covenant running with the land and shall be a continuing lien on the Unit against which each such item is assessed. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations. A valid acceleration of installment Assessment obligations may be made by the Board at any time any Assessment or Assessment installment is at least thirty days overdue.

Each such charge, together with interest, costs, and reasonable attorneys fees, shall also be the joint and several personal obligation of each person and entity who was the Owner of the Unit at the time when the item became due; provided that, this personal obligation shall not pass to an Owner's successors-in-interest unless expressly assumed by them. No Owner may be exempt from liability for Assessments by waiver of use or enjoyment of Common Area, if any, Association Water, or other assets or benefits of the Association, or by abandonment of any Unit.

The Association's lien on a Unit for Assessments shall be superior to any homestead exemption now or later provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead and any other such exemption as against such Assessment lien.

Section 4.02. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for: Common Expenses; to promote the health, safety, or welfare of the residents in the Property; or for the benefit of the Common Area or Association Water; or for any other purpose of the Association, as those purposes (as amended from time to time) are specified by this Declaration, the Articles of Incorporation of the Association; or as otherwise authorized or permitted by CCIOA or other applicable law.

Section 4.03. Initial Assessment.

- (a) The initial Assessment of any particular type shall be fixed in an amount set by, and made upon the resolution of, the Board of Directors of the Association.
- (b) After an Assessment of any type has been made by the Association, Assessments of the same type (other than Special Assessments and Capital Assessments, which may be made at any time and from time to time) shall be made no less frequently than annually, based on a budget adopted by the Association as described elsewhere in this Declaration.
- (c) Until the Board of Directors of the Association makes the initial Assessment, all expenses of the Association shall be paid by Declarant.

Section 4.04. Special Assessments. In addition to the annual assessments authorized in Section 3, the Association may levy, in the Association fiscal year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any extraordinary expense of the Association or for the funding of any operating deficit incurred by the Association.

Section 4.05. Reconstruction Assessments. In addition to the annual and special assessments authorized in this Article, the Association may levy a reconstruction assessment for the purpose of making capital improvements, or the repair or reconstruction of damaged or destroyed improvements owned by the Association. All such reconstruction assessments shall be equal to the net amount of the cost of repair or reconstruction of such improvements and shall be calculated by subtracting from the total cost of repair or reconstruction the sum of the insurance proceeds awarded for the damage or destruction thereof, if any, and shall be set equally against each Lot unless the provisions of subsection 8 apply.

Section 4.06. Authority of Board to Make Assessments The Board may approve and adopt any special assessment or reconstruction assessment up to thirty percent (30%) of the most recent annual assessment without member approval. Any assessment that exceeds thirty percent (30%) of the most recent annual assessment must be approved by the membership.

Section 4.07. Notice and Quorum for Any Assessment Which Exceeds thirty percent (30%) of the most recent annual assessment. Written notice of any meeting called for the purpose of making a special assessment which exceeds thirty percent (30%) of the most recent annual assessment which requires a vote of the Members shall be sent by e-mail, hand delivery or U.S. Mail, postage prepaid to all Members not less than 14 days or more than 50 days in advance of the meeting. Notice shall also be posted in a conspicuous place. At such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of the votes shall constitute a quorum. Such If the required quorum is not present, another meeting may be called subject to the same notice requirement. Any special or reconstruction assessments must have the assent of sixty-seven percent (67%) percent of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.08. Date of Commencement of Assessments; Due Dates. The initial Assessment of any type other than Special Assessments and Capital Assessments shall be adjusted according to the number of months remaining in the calendar year for which the Assessment is made, if less than a full year. Thereafter, the Board shall fix the amount of such annual Assessments against each Unit at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Regular Assessment (including any applicable Landscape Assessment) shall be sent to every Owner subject to the Assessment. The due date(s) shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Unit have been paid. Special Assessments and Capital Improvement Assessments may be made by the Board at any time, except as limited by this Declaration, CCIOA or other applicable law.

Section 4.09. Expense Allocation. Except as otherwise stated in this Article, or as otherwise provided by CCIOA or other applicable law, each Patio Home Lot shall be allocated a fraction of the Common Expenses of the Association in which the numerator is four and the denominator is the sum of: (1) the number of Patio Home Lots then in the Subdivision multiplied by four; plus (2) the number of Large Lots then in the Subdivision; plus (3) the number of Units (if any) other than Large Lots and Patio Home Lots then in the Subdivision. Each Large Lot and each Unit (if any) other than Large Lots and Patio Home Lots then in the Subdivision shall be allocated a fraction of the Common Expenses of the Association in which the numerator is one and the denominator is the same as that for each Patio Home Lot as described in the preceding sentence. The form of allocation of Common Expenses expressed in this Section is based upon the determination that the Owners of Patio Homes and any Units other than Large Lots and Patio Homes will make greater use of the Common Areas of the Subdivision because Large Lot Owners will naturally be more likely to use their own Lots for purposes which other Unit Owners will use Common Areas. However, Patio

Home Owners additionally will have the substantial benefit of Declarant or Association installation (and Association maintenance, repair and replacement) of landscaping, irrigation facilities and any improvements associated with Streetside Frontage Landscaping described in Section 7.03. Despite anything to the contrary stated in this Section 4.05, if permitted or required by this Declaration (see for example Section 9.05), CCIOA or other applicable law, any Common Expense or portion of any Common Expense or other cost or expense to the Association benefitting or caused by fewer than all Units shall be assessed exclusively against the Units benefited by or causing the Common Expense or other cost or expense.

Section 4.10. Priority of Lien. The lien for Assessments, which includes without limitation all those items specified in Section 4.01 of this Article IV, shall have the priority specified in CCIOA which, at the date of the Declaration, is codified at Section 38-33.3-316(2), C.R.S., or other applicable law.

ARTICLE V BUDGET AND RECORDS

Section 5.01. Books and Records. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association. All books, records, and papers of the Association shall be available for inspection and copying by any Member or his representative during regular business hours at the principal office of the Association. The Board of Directors may establish reasonable rules concerning notice to be given to the custodian of the records by anyone desiring to inspect them, and payment of reproduction costs by the requesting Member.

Section 5.02. Annual Budget. The Board of Directors shall cause an operating budget, balance sheet, and cash flow statement for the Association to be prepared no less frequently than annually.

Section 5.03. Delivery of Budget. Within thirty (30) days after adoption of any proposed budget, the Board of Directors shall mail (by ordinary first-class mail or email) or otherwise deliver, a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary.

Section 5.04. Ratification of Budget. Unless at the meeting Owners representing a majority of all Lots reject the budget, the budget is ratified, whether or not a quorum is present.

Section 5.05. Rejection of Budget. In the event that the proposed budget is rejected, the budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

Section 5.06. Reserve Fund. As part of each annual budget, the Board of Directors shall include an amount which, in its reasonable business judgment, will at least establish and maintain an adequate reserve fund for the repair or replacement of any personal property, fixtures, and improvements required to be operated or maintained by the Association based upon age, remaining life, replacement cost, and any other relevant factors.

Section 5.07. Fiscal Year. The fiscal year of the Association shall initially be the calendar year, but the Association may adopt a different fiscal year, for Assessments or otherwise, if permitted by law.

ARTICLE VI NONPAYMENT OF ASSESSMENTS

Section 6.01. Delinquency. Any Assessment provided in this Declaration which is not paid when due is delinquent. If any such Assessment is not paid within thirty (30) days after the due date without additional notice or demand, the Assessment shall bear interest from the due date at a rate not to exceed the maximum rate of interest (presently 21% per annum) permitted by CCIOA or other applicable law, as determined by the Board. The Association may, at its option, exercise any right or remedy available to the Association under applicable law, including without limitation bringing an action at law against the Owner personally obligated to pay the same or, upon compliance with the notice provisions set forth in Section 6.02 below, foreclosing the lien provided in Section 4.01 above against the Unit(s) as to which the Assessment has not been paid; and in any case there shall be added to the amount of such Assessment, interest and all costs which may be incurred by the Association in its collection of the Assessment, including reasonable attorney's fees. Each Owner vests in the Association or its assigns the right and power to bring all actions or proceedings at law or in equity or to institute judicial foreclosure proceedings against such Owner or other Owners for the collection of such delinquent Assessments.

Section 6.02. Nature of Obligation and Lien.

- (a) The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without setoff or deduction. The Board or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and description of the Unit. Such a notice shall be signed by one member of the Board or by the managing agent of the Association and may be recorded in the Office of the Clerk and Recorder of the County of Mesa, Colorado. The lien for each unpaid Assessment attaches to each Unit at the beginning of each Assessment period and shall continue to be a lien against such Unit until paid. The costs and expenses for filing any notice of lien shall be added to the Assessment for the Unit against which it is filed and collected as part and parcel thereof. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of each person who was the Owner of such Unit at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass by Conveyance of a Unit.
- (b) The statutory lien for Assessments is prior to all other liens and encumbrances on a Unit except: (i) liens and encumbrances recorded before the recordation of this Declaration; and (ii) liens for real estate taxes and other governmental assessments or charges against the Unit. Notwithstanding the foregoing, the statutory lien for Assessments is also prior to the lien of a first mortgage to the extent of an amount equal to the Assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by either the Association or any party holding a lien senior to any part of the Association lien created under this section of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien.
- (c) The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recording of any claim of lien or assessment is required, however, a notice of lien may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such notice shall be assessed against the Owner's Unit as a default assessment.

Section 6.03. Foreclosure Sale. Any foreclosure sale related to an Assessment lien is to be conducted in accordance with those provisions of the laws and rules of the courts of the State of Colorado applicable to the foreclosure of mortgages, or in any other manner then permitted or provided by applicable law. The Association, through its duly authorized agents, shall have the power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same in the name of the Association.

Section 6.04. Curing of Default. Upon the timely curing of any Assessment delinquency the Association is authorized to file or record a certificate setting forth the satisfaction of such claim and release of such lien, upon payment by the defaulting Owner of a fee determined by the Association to cover the costs of preparing and filing or recording such release, and other expenses incurred.

Section 6.05. Cumulative Remedies The Assessment lien and the rights of foreclosure and sale under it shall be in addition to, and not in substitution of, all other rights and remedies which the Association and its assigns may have under this Declaration and then applicable law, including without limitation a suit to recover a money judgment for unpaid Assessments, as provided above, all of which rights and remedies shall be cumulative.

ARTICLE VII
CONSTRUCTION AND DESIGN GUIDELINES

Section 7.01. Large Lot Design and Construction Guidelines. All Houses on Large Lots in the Subdivision shall comply with the following design and construction guidelines:

- (a) Houses. In considering the design of proposed improvements, the Committee shall consider, without limitation, maintaining compatibility with the natural setting of the Property and not permitting any proposed House or other improvement to dominate the surrounding Houses and area. A House shall be no more than two stories. The highest point of its roof shall not extend more than 32 feet above the highest point of the average grade of the Lot within the

building envelope on which it is built. Basements are permitted. All foundations and basements shall be engineered by a registered professional engineer. A House of one level (excluding basement) shall consist of at least 1800 square feet of heated living area (excluding garage, open or enclosed patios and decks, attics, unheated storage areas, and any basement). A two-story House shall consist of at least 2200 square feet of such heated living area with ground floor area (excluding patios, decks and garage) of at least 1200 square feet. No mobile or modular home shall be permitted. No structure of a temporary character shall be used as a Residence. All Residences shall be new construction. No home or garage shall be of the types known as prebuilt, precut, modular, manufactured or mobile homes, regardless of its quality. Each Residence shall be constructed with slab or stem wall foundations; all foundations shall be engineered. Any accessory or storage building shall be a maximum of eight (8) feet in height shall be subject to the review and approval of the Architectural Control Committee.

- (b) Filing No. 3 Houses. The provisions of the preceding subsection and this subsection shall apply to all of the houses in Filing 3. If there is a conflict between the preceding subsection and this subsection, this subsection shall control. In Filing No. 3 of the Subdivision, a House shall be no more than 1½ stories (excluding basement). On any House located on a Large Lot in Filing No. 3 of the Subdivision, the highest point of its roof shall not extend more than 28 feet above the highest point of the average grade of the Lot within the building envelope on which it is built. On Lots 3 and 4 of Block 2 of Filing No. 3 of the Subdivision, the House shall consist of at least 1700 square feet of ground floor/main level heated living area (excluding garage, open or enclosed patios and decks, attics, unheated storage areas, and any basement). On every other Large Lot in Filing No. 3 of the Subdivision, a House of one level (excluding basement) shall consist of at least 2200 square feet of heated living area (excluding garage, open or enclosed patios and decks, attics, unheated storage areas, and any basement); and a 1½ story House (excluding basement) shall consist of at least 2600 square feet of such heated living area with ground floor area (excluding patios, decks and garage) of at least 2200 square feet.
- (c) Garage. Each House shall have a garage capable of holding a minimum of two cars with either two single garage doors or a double garage door(s) and shall have no more than three garage doors facing a street (three garage doors may consist of either three single garage doors or a double garage door and a single garage door.)
- (d) Exterior Finishes. All exterior finishes of a House shall be stucco, brick, rock, natural stone or lap siding; provided that siding, stucco, or a combination of siding and stucco, shall not constitute more than 70% of any elevation of the House facing any street. Colors shall be limited to muted earth tones approved by the ACC. Windows shall be of a design and color complimentary to the exterior of the House. Window frames of mill finished aluminum shall not be allowed.
- (e) Fences; Fence Easements. All fences shall be constructed of wood, brick, stone, stucco or a combination of those materials. Fence permits are required by the City of Grand Junction prior to fence construction. No fencing or hedges exceeding three feet in height shall be constructed or planted closer to any street than the nearest point of the Residence on that Lot to that street and all fences and hedges in these areas are discouraged. No fences shall exceed six feet in height. The Committee may permit fences constructed of materials other than those stated above as long as the fence is not visible from any street or any other lot. For example, a dog run of chain link fence would be permissible subject to those limitations.

Despite anything to the contrary stated elsewhere in this Declaration, and in order to present a uniform and desirable appearance, on those Lots adjoining certain Common Areas and/or streets within the Subdivision, a six-foot high privacy fence of uniform design, construction and appearance ("Common Area Fence") shall be constructed on certain boundary lines of some of the large Lots within the Subdivision. The location of the Common Area Fence is shown on the attached Exhibit B. To the extent that the location of the Common Area Fence as shown on Exhibit B is not within the Property (that is, Filing 1 or Filing 2 of the Subdivision, excluding Lot 1, Block 4 of Filing 1), this provision shall apply only if and when final plats are recorded providing for Lots having boundaries as shown in Exhibit B on which the proposed Common Area Fence is to be located, and only if those areas are subsequently brought under the control and jurisdiction of this Declaration as provided in Section 14.05 of this Declaration. The design, construction and appearance of the Common Area Fence has been determined by Declarant and attached hereto as Exhibit G and incorporated herein. Each segment of the Common Area Fence shall be constructed by the Declarant no later than six months after a Certificate of Occupancy is issued for the first Residence constructed on the Lot on which that segment of the Common Area Fence is located. Declarant will convey each segment of the Common Area Fence to the Association within 60 days of the completion free and clear of all liens and encumbrances. Thereafter, that segment of the

Common Area Fence shall be maintained or restored, repaired and replaced by the Association. Declarant and the Association shall have an easement extending five (5) feet on each side of the entire Common Area Fence, together with a right of reasonable access to that easement across every Lot, in order to perform work under this provision.

- (f) Air Conditioning/HVAC Units. No window mounted air conditioning or HVAC (refrigeration, evaporative or other) units will be allowed. All HVAC or air conditioning units shall be ground mounted on a concrete pad or roof mounted on a rear roof elevation not visible from the street faced by the front elevation of the House and so that the highest point of the unit is below the ridge line of the roof.
- (g) Antennas, Towers and Dishes. No antenna, satellite or similar device for radio, television or other electronic transmission or reception shall be erected, installed or permitted to remain on any Lot, except that television and radio antennas and satellite dishes not in excess of 24 inches in diameter attached to a Residence may project up to six feet above the ground, so long as the antenna or dish is not visible from any street adjoining that Lot.
- (h) Outbuildings. One outbuilding shall be permitted not to exceed 160 square feet in size which shall comply with the exterior finish and color and roof requirements of this Section.
- (i) Repetition of Design and Color. The exterior design of a House shall not be repeated within three (3) adjacent Lots. Lots separated by a street are not considered adjacent; however, no two Houses directly opposite one another on a street shall have the same exterior design. A design can be used within the three adjacent lots if the exterior design is substantially changed. Such substantial change shall include, but need not be limited to: roof configuration, siding, window location, window sizes, garage door and front entrance. The Committee, in its sole and absolute discretion, will have the right to decide if a design meets these requirements. The color combination for the body and trim of a Residence may not be repeated by any other House located within two (2) Lots of the subject House. Lots separated by a street are not considered within two (2) lots of the subject House; however, no two House directly opposite one another on a street shall have the same color combination for the body and trim.
- (j) Roofs. Roofs must be slate, tile or architectural asphalt shingle with at least a twenty five (25) year life. No metal or wood shake shingle roofs are allowed. A minimum four in twelve pitch shall be maintained on all roofs. The Committee must approve all roof colors.
- (k) Driveways. All driveways shall be paved.
- (l) Patio Covers, Breezeways and Awnings.
 - (i) Open patio covers and open or enclosed breezeways between the Home and the garage shall be independently founded and supported such that additional stress is not placed on the House or garage structure. Roofing design for patio covers and breezeways may be flat or moderately pitched, but may not exceed the roof pitch of the home or garage.
 - (ii) Permitted building materials for patio covers and breezeways include materials matching the home, natural cedar or redwood. These materials may be either painted to match the House or treated with a natural-colored transparent stain. Corrugated fiberglass and metal panel systems are not permitted for use in patio covers or breezeways.
 - (iii) Fixed or operable fabric awnings must be of a non-reflective material and a complementary selection to the Home body or trim colors.

Section 7.02. Patio Home Lot Design and Construction Guidelines. All Houses and Townhomes on Patio Home Lots in the Subdivision shall comply with the design and construction guidelines stated in Section 7.01 above, except as modified below.

- (a) Houses. In considering the design of proposed improvements, the Committee shall consider, without limitation, maintaining compatibility with the natural setting of the Property and not permitting any proposed House or other improvement to dominate the surrounding Houses and area. A House shall be no more than a single story. The highest point of its roof shall not extend more than 32 feet above the highest point of the average grade of the Lot within the

building envelope on which it is built. Basements are permitted. All foundations and basements shall be engineered by a registered professional engineer. A House (excluding basement) shall consist of at least 1250 square feet of heated living area (excluding garage, open or enclosed patios and decks, attics, unheated storage areas, and any basement). No mobile or modular home shall be permitted. No structure of a temporary character shall be used as a Residence. All Residences shall be new construction. No home or garage shall be of the types known as prebuilt, precut, modular, manufactured or mobile homes, regardless of its quality. Each Residence shall be constructed with slab or stem wall foundations; all foundations shall be engineered. Any accessory or storage building shall be a maximum of eight (8) feet in height shall be subject to the review and approval of the Architectural Control Committee.

- (b) Garage. Each House shall have a garage capable of holding a minimum of one car and shall have no more than two garage doors facing a street (such doors may consist of two single garage doors or one double garage door.)
- (c) Exterior Finishes. All exterior finishes of a House shall be stucco, brick, rock, or natural stone; provided that siding, stucco, or a combination of siding and stucco, shall not constitute more than 70% of any elevation of the House facing any street. Colors shall be limited to muted earth tones approved by the ACC. Windows shall be of a design and color complimentary to the exterior of the House. Window frames of mill finished aluminum shall not be allowed.
- (d) Fences. All fences on Patio Home Lots shall comply with the following provisions, which are diagrammed in Exhibit D (Exhibits A and B are attached to the original Declarations and Exhibit C is attached to the Second Amendment) attached and incorporated here by this reference:
 - (i) Each Owner shall obtain any fence permits required by the City of Grand Junction prior to any fence construction.
 - (ii) Within the building envelope on a Patio Home Lot, fences up to 6 feet in height may be constructed without limitation on length.
 - (iii) Unless it is within the building envelope, no fence shall be constructed on a Patio Home Lot closer to the front line of that Lot (the Lot line faced by the front of the Residence on that Lot) than 20 feet back from the point of that House nearest to the front line of that Lot.
 - (iv) For purposes of this subsection (d), the rear lot setback shall be determined by extending the rear lines of the building envelope to the side lot lines. The rear lot setback shall extend the entire distance between the side lot lines of the subject Lot and the side lot setback areal shall not include any of the rear lot setback area.
 - (v) A fence up to 6 feet in height consisting of one or more segments with a total length of not more than 20 feet may be constructed along or within each side lot setback area of a Patio Home Lot. Any fence within or on the boundary of a side lot setback area counts toward this maximum allowance.
 - (vi) If Houses on two adjoining Patio Home Lots are constructed with a zero side lot line setback, a fence up to 6 feet high may be constructed from that point on the rear wall of the rear most of the two Houses with the zero setback along the common lot line to the rear lot line (or any lesser distance) regardless of length. Except as permitted by the preceding sentence, any fence n the rear lot setback shall be not more than 42 inches in height.
 - (vii) All fences shall be constructed of brick, stone, stucco or a combination of those materials consistent with the construction materials of the House on that Lot and finished in earth tones, as determined by the homeowner . As an alternative to solid fences, fences up to 42 inches in height may be constructed as three rail fences with dowel rails finished with a clear natural stain used in conjunction with brick, stone, or stucco fence columns compatible with the building materials of the House on that Patio Home Lot. The type of fence construction shall not enlarge the amount of fencing permitted on the Patio Home Lot as provided by this subsection (d).
- (e) Air Conditioning Units. No window mounted air conditioning or HVAC (refrigeration, evaporative or other) units will be allowed. All HVAC or air conditioning units shall be ground mounted on a concrete pad.

- (f) Antennas, Towers and Dishes. No antenna, satellite or similar device for radio, television or other electronic transmission or reception shall be erected, installed or permitted to remain on any Lot, except that television and radio antennas and satellite dishes not in excess of 24 inches in diameter attached to a Residence may project up to six feet above the ground, so long as the antenna or dish is not visible from any street adjoining that Lot.
- (g) Outbuildings. Outbuildings are not permitted.
- (h) Repetition of Design and Color. Not applicable.
- (i) Roofs. Roofs must be slate, tile or architectural asphalt shingle with at least a twenty five (25) year life. No metal or wood shake shingle roofs are allowed. A minimum four in twelve pitch shall be maintained on all roofs. The Committee must approve all roof colors.
- (j) Driveways. All driveways shall be paved.
- (k) Patio Covers, Breezeways and Awnings.
 - (i) Open patio covers and open or enclosed breezeways between the Home and the garage shall be independently founded and supported such that additional stress is not placed on the House or garage structure. Roofing design for patio covers and breezeways may be flat or moderately pitched, but may not exceed the roof pitch of the home or garage.
 - (ii) Permitted building materials for patio covers and breezeways include materials matching the home, natural cedar or redwood. These materials may be either painted to match the House or treated with a natural-colored transparent stain. Corrugated fiberglass and metal panel systems are not permitted for use in patio covers or breezeways.
 - (iii) Fixed or operable fabric awnings must be of a non-reflective material and a complementary selection to the Home body or trim colors.

Section 7.03. Landscaping.

- (a) Large Lots. It shall be the duty and obligation of the initial Owner of each Large Lot (excluding Declarant) to landscape the front and side yards and the backyard of his or her Large Lot within one (1) year after occupancy. All landscaping shall be approved by the Committee. The Committee may encourage the use of native grasses which will remain green with minimal watering and which will complement the surrounding area. Once landscaped, each Owner shall keep all landscaping on his or her Large Lot neatly trimmed, properly irrigated and cultivated, and free of trash, weeds, and other unsightly materials at all times. Special care shall be taken to insure proper surface drainage to eliminate casual water pockets, so as not to infringe on neighboring property, Lots or Common Area. The total of all irrigated areas of a Large Lot irrigated with Association Water shall not exceed 50% of the area determined by deducting the area of footprint of the House (including garage and patio) from the total area of the Lot; use of Association Water to irrigate Large Lots will be subject to the provisions of Article XI below. All landscaping and irrigation on Large Lots shall be the expense of the Owner of that Lot.
- (b) Patio Home Lot Streetside Landscaping and Easement.
 - (i) For purposes of this subsection (b), "Streetside Frontage Area" means the area between each public street adjoining a Patio Home Lot and the building envelope line on that Lot facing that street, with that building envelope line extended to the boundary lines of that Patio Home Lot. A Patio Home Lot (for example, a corner Lot) may have more than one Streetside Frontage Area under this provision. By way of example, if a Lot has a street on the south side of a Lot and a street on the east side of the Lot, then the "Streetside Frontage Area" for said Lot would be the area between the street on the east and the eastern boundary envelope line and the area between the street on the south and the southern building envelope line
 - (ii) On or before six months after issuance of a final Certificate of Occupancy for the first Residence constructed on a Patio Home Lot, the Owner of that Patio Home Lot will install at that Owner's expense landscaping and

an irrigation system (both approved by the Association) in the Streetside Frontage Area of that Patio Home Lot. Within 60 days after completion of landscaping and Irrigation Facilities by and Owner of a Patio Home Lot under this provision, that Owner shall convey all right, title and interest in that landscaping and related Irrigation Facilities to the Association free and clear of all liens and encumbrances.

- (iii) The Association shall have a non-exclusive easement ("Streetside Landscape Maintenance Easement") over, under, through and across each Streetside Frontage Area for the installation, maintenance, repair, removal, replacement and modification of landscaping and irrigation systems in every Streetside Frontage Area.
 - (iv) Declarant at its expense shall install all paving, related parking improvements, landscaping and Irrigation Facilities required by the City of Grand Junction (or in the absence of such requirements by the City of Grand Junction, as chosen by Declarant in its subjective discretion) in each of the parking areas ("Patio Home Common Parking Areas") inside the cul-de-sacs adjoining Patio Home Lots as shown on the Map. Within 60 days after completion of installation of those improvements, Irrigation Facilities and other items, Declarant shall transfer and convey all right, title and interest in them to the Association, if any.
 - (v) Upon conveyance under paragraph (ii) or (iv) above, the Association shall undertake and have the sole responsibility for all aspects (including without limitation upkeep, maintenance, repair, replacement, removal, alteration and redesign) of all improvements, facilities and items (together "Landscape Improvements") installed under paragraph (ii) or (iv) above.
- (c) Patio Home Lots - Other Areas. The provisions of Section 7.03(a) shall also apply to all areas of Patio Home Lots other than Streetside Frontage Areas, except that the 50% limitation on irrigated area shall not apply; all areas of a Patio Home Lot outside the Streetside Frontage Area will be landscaped by the Owner and any irrigated areas will be irrigated by domestic water.
- (d) Irrigated Landscaping. Irrigated lawn areas between Patio Homes are prohibited to the extent they impair the function of those areas as drainage easements or adversely affect the structural integrity of either adjoining Residence.
- (e) Consultation with Engineer. Prior to undertaking any landscaping or other construction on any Lot, each Owner is advised to consult with an engineer or geotechnical consultant and to have that person review a copy of the soils report on the Subdivision entitled "Reconnaissance Land Subsurface Soils Exploration - Paradise Hills North, Grand Junction, CO" prepared by Grand Junction Lincoln DeVore, Inc. dated October 30, 1998.
- (f) Removal of Vegetation for Fire Prevention. An Owner may remove trees, shrubs, or other vegetation to create a defensible space around a dwelling for fire mitigation purposes, so long as such removal complies with a written defensible space plan created for the property by the Colorado State Forest Service, an individual or company certified by a local governmental entity to create such a plan, or the fire chief, fire marshal, or fire protection district within whose jurisdiction the unit is located, and is no more extensive than necessary to comply with such plan. The plan shall be registered with the Association before the commencement of work. The Association may require changes to the plan if the Association obtains the consent of the person, official, or agency that originally created the plan. The work shall comply with applicable Association standards regarding slash removal, stump height, revegetation, and contractor regulations.

Section 7.04 Lots Not to be Subdivided. No Lot shall be subdivided, except for the purpose of combining all or portions with one or more adjoining Lots, provided that no additional building site is created by such combination of Lots. One Lot, as shown on the Map, shall equal one building site.

Section 7.05 Underground Utility Lines. All electric, television, radio, and telephone line installations shall be placed underground, except that during the construction of any residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of the construction.

Section 7.06 Climate Control. Placement of heat pump and condenser units shall provide visual screening and noise attenuation to the neighboring Lots and Common Areas. Use of solar heating systems is acceptable providing that the panels or collectors are integrated into the structure with regard to the overall appearance and design, subject to approval by the Committee. Window mounted and through the wall units are not allowed.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

Section 8.01. Architectural Control Approval. No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Property (including the Common Area), nor shall any exterior addition to or change or alteration (including without limitation painting, landscaping, irrigation systems, fences, trash receptacles) be made until plans and specifications showing the nature, kind, shape, height, materials, location and other relevant information of the same have been submitted to and approved in writing by the Architectural Control Committee as being in harmony with external design and location in relation to surrounding structures, topography and other matters specified in this Article VIII; except, the Declarant and any successor Declarant shall not be required to attain ACC approval, so long as Declarant in fact complies with the Construction and Design Guidelines of Article VII.

Section 8.02. Procedures. The Architectural Control Committee shall approve or disapprove all requests for architectural control approval within thirty (30) days after the complete submission of copies of all plans, specifications and other materials which the Committee may require in conjunction with the application. If the Committee fails to approve or disapprove an application in writing within thirty (30) days after completion of submission of a plan to it, the application will be deemed to have been approved. The Architectural Control Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to structures, other improvements and property, within the Property, conform to and harmonize with the existing surroundings, residences, landscaping and structures. In its review of such plans, specifications and other materials and information, the Architectural Control Committee may require that the applicant(s) pay the Committee a processing fee for the actual expenses incurred by the Committee in the review and approval process. Such amounts, if any, may be levied as part of the Regular Assessment against the Unit for which the request for Architectural Control Committee approval was made and, as such, shall be subject to the Association's lien for assessments and subject to all other rights of the Association for the collection thereof, as more fully provided in this Declaration. Notwithstanding the foregoing, only the Association shall have the right to materially alter or modify the original fencing, landscaping or grading installed by Declarant within the Common Area; provided, however, that the foregoing prohibition shall not prevent the repair and maintenance of the same.

Section 8.03. Vote and Appeal. A majority vote of the Architectural Control Committee is required to approve a request for architectural approval pursuant to this Article VIII. An owner may appeal the decision of the Architectural Control Committee to the Board. However, any members of the Board who are also members of the Architectural Control Committee shall abstain from voting on such matter. The decision of the Board shall be final.

Section 8.04. Records. The Architectural Control Committee shall maintain written records of all applications submitted to it and all actions taken by it thereon, and such records shall be available to Members for inspection at reasonable hours of the business day.

Section 8.05. Liability. The Architectural Control Committee and its members shall not be liable in damages to any person submitting requests for approval or to any Owner, by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove in regard to any matter within its jurisdiction under this Declaration.

Section 8.06. Variance. The Architectural Control Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by Article VII, in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the conditions and restrictions contained in Article VII. Variances or adjustments shall be granted only in case they shall not be materially detrimental or injurious to the other Lots or Units, the Subdivision, or the general intent and purpose of this Declaration. The grant or denial of a variance request shall not operate on any other occasion of any of the terms and provisions of this Declaration covered by the variance and shall not serve as a basis for subsequent variances with respect to any other request. The grant of any variance shall not affect in any way the Association's or Owner's obligation to comply with the ordinances of the City of Grand Junction and other applicable governmental laws or regulations.

Section 8.07. Waivers. The approval or consent of the Architectural Control Committee to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee as to any other application submitted for approval or consent hereunder.

Section 8.08. Time of Construction. Approved projects must be completed within six (6) months after issuance of a building permit or within six months after approval by the Committee if no building permit is required. If the work is not completed within the prescribed time, the Committee may rescind its approval and resubmission will be required. The Committee may grant an extension for good cause. In addition, each Owner acquiring from Declarant any Lot(s) on which a Residence is not located at the time of purchase shall complete construction of a Residence within eighteen months after the date of purchase of the Lot(s), unless an extension is granted by the Committee prior to the expiration of that one year period. This Section shall not apply to Declarant.

Section 8.09. Composition of the Committee. The Committee shall consist of three (3) or more persons appointed by the Board of Directors of the Association. All improvements within the Property constructed by Declarant during the period in which it appointed the Committee shall be deemed approved by the Committee without the issuance of any writing evidencing such approval.

Section 8.10. No Liability. Neither the Association, the Architectural Control Committee nor its members shall be liable in damages to anyone submitting plans or specifications to them for approval, nor to any owner of property affected by these restrictions by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Any Owner submitting, or causing to be submitted, any plans or specifications agrees and covenants on behalf of himself and his heirs, successors, legal representatives, and assigns that he will not bring any action or suit at law or in equity against the Declarant, the Association, the Committee, or any of the members of those entities to recover any such damages.

Section 8.11. No Restrictive Covenants Limiting Xeriscaping. Neither the Association nor the Architectural Control Committee may adopt a restrictive covenant that prohibits or limits xeriscape landscaping, prohibits or limits the installation or use of drought-tolerant vegetative landscapes, or requires cultivated vegetation to consist exclusively or primarily of turf grass.

Section 8.12. No Procedural Steps for Landscaping Which Include Xeriscaping.

- (a) The Architectural Control Committee shall not place a procedural step or burden, financial or otherwise, on an Owner who seeks approval for a landscaping change which includes xeriscaping, including but not limited to the following:
- (i) An architect's stamp;
 - (ii) Preapproval by an architect or landscape architect retained by the Board;
 - (iii) An analysis of water usage under the proposed new landscape plan or a history of water usage under the Owner's existing landscape plan; and
 - (iv) The adoption of a landscaping change fee.
- (b) The definitions for "restrictive covenant", "turf grass" and "xeriscape" as defined in Article I shall apply to this section.

Section 8.13. No Enforcement Action Against Owner. The Architectural Control Committee may take enforcement action against an Owner who allows his or her existing landscaping to die; except that:

- (i) Such enforcement action shall be suspended during a period of water use restrictions declared by the jurisdiction in which the Association is located, in which case the Owner shall comply with any watering restrictions imposed by the water provider for the Association;
- (ii) Enforcement shall be consistent within the community and not arbitrary or capricious; and

- (iii) Once the drought emergency is lifted, the Owner shall be allowed a reasonable and practical opportunity, as defined by the association's Board, with consideration of applicable local growing seasons or practical limitations, to reseed and revive turf grass before being required to replace it with new sod.

Section 8.14. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained in this Declaration, after the expiration of one (1) year from the date of completion of construction of any improvements within the Property, such improvements shall, relative to purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all the provisions in this Article VIII, unless actual notice of such noncompliance and noncompletion, executed by the Architectural Control Committee or its designated representatives, shall appear of record in the office of the County Recorder of Mesa County, Colorado, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 8.15. Rules and Regulations. The Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions of Article VII.

Section 8.16. Appointment and Designation. The Committee may from time to time, by the vote or written consent of a majority of its members, delegate some or all of its rights or responsibilities under this Declaration to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of the Committee in all matters delegated.

Section 8.17. Review Fee and Address. Any plans and specifications shall be submitted in writing for approval together with a reasonable processing fee determined by the Board. The address of the Committee shall be the principal place of business of the Association or such other place as the Committee may from time to time designate in writing to the Board of Directors. The address shall be the place for the submittal of any plans or specifications and the place where the current rules and regulations, if any, of the Committee shall be kept.

Section 8.18. Inspection. During initial construction, remodeling, repair or other work on a Lot or to a Residence requiring Committee approval, any member or agent of the Committee may from time to time at any reasonable hour or hours and upon reasonable prior notice enter and inspect any Lot or Residence within the Subdivision to determine whether the Residence or Lot's improvement complies with the provisions of this Declaration.

Section 8.19. Compensation. The members of the Committee shall not be entitled to any compensation for services performed under this Article VIII.

ARTICLE IX ASSOCIATION POWERS

Section 9.01. Authority. The Association shall have all rights, powers, and authority specified or permitted by: (a) CCIOA; (b) any other applicable law; (c) this Declaration; and (d) the Articles and By-Laws of the Association, to the extent not inconsistent with (a), (b) or (c).

Section 9.02. 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 provisions of this Declaration. The Association and/or any aggrieved Owner shall have the right to institute, maintain and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, as amended. In any civil action to enforce or defend the provisions of this article or of the declaration, bylaws, articles, or rules and regulations, the court shall award attorney fees, costs and costs of collection to the prevailing party, as well as any and all other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, or a waiver of any other or subsequent breach of any covenant, condition or restriction herein contained.

- (a) In connection with any claim in which an Owner is alleged to have violated a provision of this article or of the declaration, bylaws, articles, or rules and regulations of the Association and in which the court finds that the Owner prevailed because the Owner did not commit the alleged violation:

- (i) The court shall award the Owner reasonable attorney fees and costs incurred in asserting or defending the claim; and
 - (ii) The court shall not award costs or attorney fees to the Association. In addition, the Association shall be precluded from allocating to the Owner's account with the Association any of the Association's costs or attorney fees incurred in asserting or defending the claim.
- (b) An Owner shall not be deemed to have confessed judgement to attorney fees or collection costs.
- (c) Any controversy which may be litigated hereunder may be submitted to mediation by either party to the controversy prior to the commencement of any legal proceeding. The mediation agreement, if one is reached, may be presented to the court as a stipulation. Either party to the mediation may terminate the mediation process without prejudice. If either party subsequently violates the stipulation, the other party may apply immediately to the court for relief, and the prevailing party shall be entitled to reasonable attorneys fees.

Section 9.03. Conveyance or Encumbrance. The Association shall have the right to encumber, dedicate, or convey all or any part of the Common Area or the Association interest in Association Water or any other Association asset. However, no such encumbrance, dedication, or conveyance shall be effective unless an instrument signed by seventy-five percent (75%) of all Owners, including seventy-five percent of all Owners other than Declarant, agreeing to such encumbrance, dedication, or transfer has been recorded in the Mesa County records. Any of the instruments required by this paragraph may be signed in counterparts which shall together constitute a single agreement.

Section 9.04. Management Agreement and Other Contracts.

- (a) The Association may utilize professional management in performing its duties. Any agreement for professional management of the Association's business or any contract providing for the services of Declarant shall have a maximum term of three (3) years and shall provide for termination by either party to it, with or without cause and without payment of a termination fee, upon thirty (30) days prior written notice.
- (b) Any contracts, licenses or leases entered into by the Association while the Declarant controls the Association shall provide for termination by either party to it, with or without cause and without payment of a termination fee, at any time after termination of the Declarant's control or the Association, upon thirty (30) days prior written notice.
- (c) Notwithstanding anything to the contrary contained in this Section 9.04, the Association may enter into contracts, licenses and leases in violation of Article 9 of this Declaration upon a waiver of any requirements contained in this Declaration if permitted by the Federal National Mortgage Association.

Section 9.05. Owner's Negligence. In the event that the need for maintenance or repair of the Common Area is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest or invitee of such Owner, the cost of such repair or maintenance shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to and become part of the Assessment as a Special Assessment or part of a Regular Assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot. Negligence or willful act or omission of any Owner or any member of the Owner's family or a guest or invitee or any Owner, and the amount of the Owner's liability therefor, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by such Owner to a court of law.

- (a) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Common Area, if any, to all Members, nor shall any Owner place any structure or fence (except those installed by Declarant) upon the Common Area.
- (b) The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

ARTICLE X
USE RESTRICTIONS

Section 10.01. Declarant's Use. Declarant and its successors and assigns (or, with Declarant's permission, any agent, contractor, subcontractor or employee of the Declarant) may maintain upon the Common Area or any Lot owned by Declarant such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to development of the Subdivision and construction and sale of Units, including, but without limitation, a business and/or sales, storage areas, construction yards, signs, model units. The office (which may be a mobile or modular home) may be located on any Lot owned by Declarant and may be relocated to any other Lot owned by Declarant from time to time, at Declarant's sole discretion. If Declarant ceases to own any Lot, Declarant shall have a period of sixty (60) days in which to remove the office described above from the Property. The Declarant may maintain one or more signs on the Common Area, or portions of the Property then owned by Declarant, for the purpose of advertising the Property and the sales of Units. The provisions of this Section shall control in the event of any conflict with any other provision contained in this Declaration. Declarant shall have the rights stated in this Section for the same time period as the rights reserved in Section 14.08.

Section 10.02. Use of Property. In addition to the duties stated elsewhere in this Declaration, each Owner shall have the duty and obligation to perform and comply with the following restrictions to preserve the overall value of the entire Property.

- (a) Only one single family dwelling may be constructed on each Lot. Each single family dwelling may only be occupied by a single family. A "single family" is any number of persons living together as a single dwelling unit who are related by blood, marriage, or adoption, and excludes any group of more than four individuals who are not all related by blood, marriage, or adoption.
- (b) No portion of any Lot shall be used other than for residential purposes, except as expressly permitted by this subsection (b). Home occupations are permitted to the extent permitted by the applicable ordinances of the City of Grand Junction, except that no signs of any kind shall be permitted in connection with the home occupation, and no home occupation will be carried on which includes customers, clients, patients or the like coming to the Residence.
- (c) All utilities lines, fixtures and equipment exclusively serving a Lot (excluding, for example, utilities trunk lines) installed within the perimeter of that Lot, shall be maintained and kept in repair by the Owner of the Lot. An Owner shall not impair any easement or allow any condition to exist which will adversely affect the other Lots or their Owners.

Section 10.03. Household Pets. No animals, livestock, reptiles, poultry or insects, of any kind, shall be raised, bred, kept or boarded in or on the Property; provided, however, that the Owners of each Lot may keep fish, birds and a total of two dogs or two cats or one of each which are bona fide household pets, as long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a danger or nuisance, by excessive noise or otherwise, to any resident(s) of the Property. An Owner's right to keep household pet(s) shall be coupled with the responsibility to pay any costs to the Association for any damages caused by such Owner's pet(s).

Section 10.04. Lots to be Maintained. Except as otherwise provided in this Declaration, the maintenance and repair of each Lot, including but not limited to landscaping, the exterior of the Residence, improvements constructed on it, and the fence on the boundary line of a Common Area and a Lot shall be the responsibility of the Owner(s). The Owners shall keep, maintain, and repair their Lots and improvements on their Lots (including, for example, landscaping) in a neat, clean, cultivated, attractive, and well maintained condition, free from the accumulation of trash or debris. If any Owner fails to keep and maintain that Owner's Lot(s) or improvements in accordance with this provision, the Association may (but shall not have the obligation to) conduct such maintenance, repairs, or restoration and assess its cost as a Special Assessment to the Owner on whose Lot or improvement such maintenance or repairs were conducted.

Section 10.05. Temporary Structures, Time Limits For Construction. Except as expressly permitted by this Declaration, no structure of a temporary character, including but not limited to a house trailer, tent, shack, or outbuilding shall be placed or erected upon any Lot, and no Residence shall be occupied in any manner at any time prior to its being fully completed, nor shall any Residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions set forth in this Declaration; provided, however, that during the actual construction, alteration, repair or remodeling of a Residence, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work.

Section 10.06. Signs. No sign, graphic, or advertising device shall be placed on the Property except (a) one sign of not more than four square feet advertising a Lot or a Residence for sale, and (b) political signs in support of candidates or ballot issues. An Owner or Occupant may display a political sign on his or her property or in a window of the Owner's or Occupant's residence, except that no political signs shall be displayed earlier than 45 days before an election and 7 days after an election. One political sign per political office or ballot issue that is contested in a pending election shall be allowed, with the maximum dimensions of such signs being 36 inches by 48 inches. However, to the extent that the foregoing restrictions are more restrictive than any applicable ordinance, rule or regulations of the City of Grand Junction or Mesa County, the governmental ordinances, rules and/or regulations shall control. If no such regulations exist, the limitations contained herein shall control. As used herein, "Political Sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate. This provision shall not limit or preclude street, road, or residence identification signs or traffic control signs or devices.

Section 10.07. Flags. An Owner or Occupant may display of the American flag on his or her property, in a window of the Owner's or Occupant's residence, or on a balcony adjoining the Owner's or Occupant's property if the American flag is displayed in a manner consistent with the Federal Flag Code, Public Law 94-344; 90 Stat. 810; 4 U.S.C. 4 to 10. The Association may adopt reasonable rules regarding the placement, manner of display of the American flag, and the location and size of flags and flagpoles, but shall not prohibit the installation of a flag or flagpole. An Owner or Occupant may display a service flag bearing a star denoting the service of the Owner or Occupant or a member of the Owner's or Occupant's immediate family in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the Owner's or Occupant's residence. The maximum dimensions allowed shall be nine inches by sixteen inches.

Section 10.08. Yard Ornamentation. All ornamentation in yards, such as figurines, plastic flowers, colored lights, windmills, bird baths or feeders, shall either be screened from public view or approved by the Architectural Control Committee. No clotheslines, dog runs, drying yards, service yards, wood piles or storage areas shall be located on any Lot so they are visible from a street. This Section shall not apply to seasonal holiday decorations which are promptly removed after the holiday or to the display of the flag of the United States of America.

Section 10.09. Vehicular Parking, Storage and Repairs.

- (a) Any house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories to them, motor-driven cycle, truck (larger than one ton), self-contained motorized recreational vehicle, or other type of recreational vehicle or equipment, may be parked or stored on or within the Property only if such parking or storage is done wholly within the enclosed garage located on a Lot or is otherwise screened by a solid fence six (6) feet in height (even if the vehicle exceeds that height). Section 10.18 pertaining to storage areas further limits the location of any fenced vehicle storage area. Any such vehicle may be parked as a temporary expedient for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles within the Property which are necessary for construction or for the maintenance of the Common Area, Lots, or any improvements located on a Lot or the Common Area.
- (b) Except as provided in this Declaration, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on or within the Property. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer, or which is incapable of being driven under its own propulsion; provided, however, that otherwise permitted vehicles parked by Owners while on vacation, during a period of illness or other hardship, or due to infrequent use of the vehicle (if the vehicle otherwise complies with this section), shall not constitute abandoned or inoperable vehicles. If the Association determines that a vehicle is an abandoned or inoperable vehicle, then a written notice describing such vehicle shall be personally delivered or mailed, postage prepaid, to the Owner of the vehicle (if such owner and his or her address can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if its owner cannot be reasonably ascertained), and if the abandoned or inoperable vehicle is not removed within 72 hours after delivery of notice in accordance with this paragraph, or the Association does not receive a reasonable and acceptable reason for the existence of the vehicle in apparent violation of this subsection, the Association may remove the vehicle at the sole expense of its owner.
- (c) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on or within the Property, unless it is done within a 24-hour time period or within a completely enclosed structure which screens the sight and sound of the activity from the street,

from adjoining Lots and other property, and the Common Area. The foregoing restrictions shall not be deemed to prevent washing and polishing or any motor vehicle, boat, trailer, or motor-driven cycle, together with those activities normally incident and necessary to such washing and polishing.

- (d) No on-street parking (excluding parking areas in cul-de-sacs shown on the Map) shall be permitted in Summer Hill Subdivision. Notwithstanding the foregoing provisions, the parking of a motor vehicle by an occupant of a unit on a street or driveway in the subdivision shall be allowed if the vehicle is required to be available at designated periods at the occupant's residence as a condition of the occupant's employment and all of the following criteria are met:
- (i) The vehicle has a gross vehicle weight rating of ten thousand pounds or less;
 - (ii) The occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency fire, law enforcement, ambulance or emergency medical services;
 - (iii) The vehicle bears an official emblem or other visible designation of the emergency service provider; and
 - (iv) Parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other Owners or occupants to use streets, driveways and guest parking areas within the subdivision.
 - (v) The vehicle is not otherwise abandoned or inoperable and does not violate any local ordinances.

Section 10.10. Nuisances. No nuisance shall be permitted on or within the Property, nor any use, activity or practice which is the source of annoyance or embarrassment to, or which offends or disturbs any residents of the Property, or which interferes with the peaceful enjoyment or possession and proper use of the Property, or any portion of the Property by its residents. As used in this paragraph, the term "nuisance" shall not include any activities of Declarant or his designees which are reasonably necessary to the development of and construction on the Property; provided, however, that such activities of the Declarant or his designees shall not unreasonably interfere with any Owner's use and enjoyment of his Lot or the Common Area, or with any Owner's ingress and egress to or from his Lot and a public way.

Section 10.11. No Hazardous Activities. No activities shall be conducted on the Property or within the improvements constructed on or within the Property which are or might be unreasonably hazardous to any person or property.

Section 10.12. No Annoying Light, Sounds or Odors. No light shall be permitted from any Lot which is unreasonably bright or causes unreasonable glare when viewed from the street, adjacent Lot or property or Common Area. No sound shall be emitted from any Lot which is unreasonably loud or annoying and no odor shall be permitted from any Lot which is noxious or offensive to others. No firearms, explosives, air rifles, BB guns, crossbows or similar devices shall be discharged on the Property.

Section 10.13. Garbage and Refuse Disposal. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, the Common Area, or any Lot, unless placed in a suitable container suitably located, solely for the purpose of garbage pickup. All containers shall be removed from the street the same day and returned to their screened area. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. All trash receptacles shall be screened from view of the street, neighboring Lots and the Common Area. No elevated tanks of any kind (oil, gas, water, etc.) shall be constructed on any Lot.

Section 10.14. Leases. The term "lease" as used in this Declaration, shall include any agreement for the leasing or rental of a Lot or any portion of it, and shall specifically include, without limitation, a month-to-month rental. Any Owner shall have the right to lease his Lot under the following conditions:

- (a) All leases shall be in writing;
- (b) All leases and lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation, By-Laws and rules and regulations of the Association, and the lessee failure to comply with any of the above-mentioned documents, in any respect, shall be a default under the lease; and
- (c) No lease shall be for fewer than thirty (30) days.

The provisions of (b) and (c) above shall be contained in each lease, but shall also be deemed to be implied terms of each such lease, whether or not actually contained in the lease.

Section 10.15. Service Area. Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbeque type buildings or enclosures), nonportable or affixed outdoor furniture such as picnic tables, barbecues, and hot tubs shall be reasonably screened from public and neighboring view. Any storage sheds or accessory buildings must be approved by the ACC prior to being constructed or placed on any Lot and shall be subject to the limitations stated in Article VII.

Section 10.16. Right to Remedy Violation. If any yard or home is maintained in a condition which violates any of the use restrictions set forth in this Declaration, the Board of Directors of the Association shall have the power to contract with an independent third party to remedy the violation. This right to remedy shall arise after seven (7) days written notice of the nature of the violation is given to the Owner of the offending Lot, and the Owner has failed to remedy the violation within the seven (7) day period. The cost of correcting the violation shall be paid as a Special Assessment and is enforceable by the Association against the Owner of the Lot in violation. This remedy shall be in addition to other remedies provided in this Declaration for enforcement of the provisions of this Declaration.

ARTICLE XI ASSOCIATION WATER

Section 11.01. Management of Association Water. To the extent permitted by law, the Association shall have the exclusive authority to allocate, deliver, manage, and control the use of the Association Water, and shall own, operate, repair, and maintain the Irrigation Facilities. The Association's authority shall include (without limitation) the promulgation of rules, regulations, policies, and procedures, not inconsistent with this Declaration, concerning the application and use of Association Water, including conservation measures and measures to reduce peak demand.

Section 11.02. Easements for Ingress and Egress. Each Owner grants to the Association reasonable ingress and egress over, under, and across all easements shown on the Map or any recorded plat of any portion of the Subdivision, together with all Streetside Frontage Areas for the purpose of operating, repairing, or maintaining Irrigation Facilities. No Owner shall construct, erect, or maintain any improvement or structure which shall interfere with the Association's ownership, operation, maintenance or repair of Irrigation Facilities. The Association shall have the authority to remove or alter any structure or improvement which shall interfere with the ownership, operation, and maintenance of the Irrigation Facilities, the costs of such removal to be borne by the Owner of the interfering improvement or structure. Despite anything to the contrary stated elsewhere in this Article XI, the Irrigation Facilities may be used to provide irrigation water to Common Area and Streetside Frontage Areas added to the Property under Section 14.05; provided that:

- (a) The irrigation water utilized with Irrigation Facilities becomes Association Water when the land is added to the Property, and
- (b) This added use of the Irrigation Facilities does not interfere with delivery of Association Water then being delivered through the existing Irrigation Facilities.

Section 11.03. Irrigation Assessments. All billings by Grand Valley Water Users Association ("GVWUA") associated with Association Water shall be Common Expenses.

Section 11.04. Use of Association Water. Association water consisting of GVWUA water shall be utilized on the Property only for irrigation of Common Areas (including without limitation Patio Home Parking Areas), Large Lots and Streetside Frontage Areas; domestic water shall not be used to irrigate Common Areas or Streetside Frontage Areas.

Section 11.05. Drainage. Release of contaminants or hazardous materials, as defined in the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Resource Compensation Recovery Act ("RCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act, ("TSCA") and any other applicable federal and state environmental laws, into the Property is prohibited.

Section 11.06. Maintenance and Water Assessments. The Declarant and his successors and assigns shall maintain the Irrigation Facilities and pay all water assessments on Association Water until transfer to the Association; provided, however, that

Declarant shall be reimbursed by the Association for all payments of water assessments paid by Declarant under this Section. Upon the transfer to the Association, full responsibility for the Irrigation Facilities and Association Water shall be borne by the Association.

Section 11.07. Transfer to Association. Not later than six months after completion (unless an earlier date is required by this Declaration), Declarant shall convey fee simple title to Irrigation Facilities to the Association free and clear of all liens and encumbrances, except this Declaration, then current real property taxes (prorated to the date of conveyance), and title exceptions of record on the date of recording this Declaration.

ARTICLE XII INSURANCE

Section 12.01. Insurance. The Association shall obtain and maintain insurance as required by CCIOA, currently codified at C.R.S. § 38-33.3-313., as amended, and this Declaration.

Section 12.02. Type of Insurance. The Association shall obtain a master insurance policy insuring against damage to the Common Area. The master insurance policy insuring the Common Area shall be for broad form covered causes of loss, shall include the Owners as additional named insureds and shall include (or the Association shall obtain separately) commercial general liability insurance with single limited coverage of not less than \$1,000,000.00 with \$500,000.00 medical payments coverage. In addition, if reasonably available, the Association shall maintain directors and officers liability insurance. The association, as attorney-in-fact, shall have the authority conferred upon it in Article 13 of this Declaration to deal with insured items in the event casualty to them is an insured loss to the Association under its master insurance policy.

Section 12.03. Waiver of Subrogation. The Association and Lot Owners each waive any and all rights of recovery against the other, their officers, members, agents and employees, occurring on or arising out of the use and occupancy of the Property to the extent such loss or damage is covered or indemnified by proceeds received from insurance carried by the other party, or for which such party is otherwise reimbursed. Each of the parties shall, upon obtaining the insurance required under this Declaration, notify the insurance carrier that the foregoing waiver of subrogation is contained in this covenant, and, to the extent available, shall require the insurance carrier to include an appropriate Waiver of Subrogation Provision in the policy.

Section 12.04. Fidelity Bonds. If any Owner or Association employee controls or disburses Association funds, the Association must obtain and maintain, to the extent reasonably available, a fidelity bond insurance in an aggregate amount equal to not less than two months of current assessments plus reserve calculated from the then-current budget of the Association.

Section 12.05. Independent Contractors. Any person employed as an independent contractor by the Association for the purposes of managing the Association must obtain and maintain a fidelity bond in that same amount unless the Association names such a person as an insured employee in a contract of fidelity insurance described above. The Association may carry or require of an independent contractor employed to manage the Association fidelity bond coverage in an amount greater than that specified in this section.

Section 12.06. Fidelity Bond Premiums. Premiums for bonds required of the Association under this provision are Common Expenses of the Association.

ARTICLE XIII DAMAGE OR DESTRUCTION OF COMMON AREA

Section 13.01. Appointment of Association as Attorney-in-Fact. This Declaration constitutes each Owner's appointment of the Association as his or her attorney-in-fact to administer repairs, receive and apply insurance funds, and to ensure compliance with this Declaration upon the damage, destruction, or obsolescence of the Common Area. Any Grantee's acceptance of a Deed, or other instrument rendering that person an Owner as defined in §1.16 of this Declaration, to any Lot shall constitute the irrevocable appointment of the Association as the grantee's attorney-in-fact, to act with all the powers as provided in this Section.

Section 13.02. Rights of Association as Attorney-in-Fact. As attorney-in-fact, the Association, by its President and Secretary, shall have full and complete authority, right and power to make, execute, and deliver any contract, deed, or any other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers granted in this Declaration.

Repair and reconstruction of the Common Area means restoring the same to substantially the same condition in which it existed prior to the damage. The obsolescence of the Common Area shall be determined by the Association, in its sole and absolute discretion. Except as otherwise provided in this Declaration, any insurance proceeds collected shall be paid to the Association for the purpose of repair, restoration, or replacement.

Section 13.03. Application of Insurance Proceeds. In the event of damage or destruction to any improvement installed by the Association within the Common Area, due to an insured loss, the Association shall apply the insurance proceeds to the reconstruction and repair of the damaged improvement. If the insurance proceeds are insufficient, the Association may levy a Capital Improvement Assessment in the aggregate amount of such deficiency and shall proceed to make such repairs or reconstruction, unless:

- (a) the planned community is terminated;
- (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) eighty percent (80%) of the Owners vote to not rebuild; or
- (d) prior to the conveyance of any Lot to a person other than Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Common Area rightfully demands all or a substantial part of the insurance proceeds;

provided that distributions of insurance proceeds shall be made to the Association unless made jointly payable to the Owners and First Mortgagees of their respective Lots, if any. The Capital Improvement Assessment provided for in this Section shall be a debt of each Owner and a lien on his or her Lot and the improvements on it, and may be enforced and collected in the same manner as any Assessment lien provided for in this Declaration.

ARTICLE XIV POLICIES AND RECORDS

Section 14.01. Information Available to Owners Pursuant to CRS § 38-233.3-303(5), the Association shall make the following information available to Owners upon reasonable notice in accordance with Colorado law: the name of the Association; the name of the Association's designated agent or management company, if any; a valid physical address and telephone number for both the Association and the designated agent or management company, if any; the name of the subdivision; the initial date of recording of the Declaration; and the reception number or book and page for the main document that constitutes the Declaration. If the Association's address, designated agent or management company changes, the Association shall make updated information available within ninety days after the change.

- (a) Within ninety (90) days after the end of each fiscal year hereafter, the Association shall make the following information available to Owners upon reasonable notice:
 - (1) the date on which its fiscal year commences;
 - (2) its operating budget for the current fiscal year;
 - (3) a list, by unit type, of the Association's current assessments, including both regular and special assessments;
 - (4) its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
 - (5) the results of its most recent available financial audit or review;
 - (6) a list of all Association insurance policies, including but not limited to property, general liability, Association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits policy deductibles, additional named insureds, and expiration dates of the policies listed.

- (7) all the Association's Bylaws, Articles and Rules and Regulations;
- (8) the Minutes of the Board and member meetings for the fiscal year immediately preceding the current annual disclosure; and
- (9) the Association's responsible governance policies adopted under CRS § 38-33.3-209.5.

It is the intent of this subsection to allow the Association the widest possible latitude in methods and means of disclosure, while requiring that the information be readily available at no cost to Owners at their convenience. Disclosure shall be accomplished by one of the following means: posting on an internet web page with accompanying notice of the web address via first class mail or e-mail; the maintenance of a literature table or binder at the Association's principal place of business; or mail or personal delivery. The cost of such distribution shall be accounted for as a common expense liability.

- (b) Except as otherwise provided herein, all financial and other records shall be made reasonably available for examination and copying by any Owner and such Owner's authorized agents.
 - (i) Notwithstanding paragraph (c) of this subsection, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as an Owner without prior written consent of the Board.
 - (ii) ~~Without limiting the generality of paragraph (c) of this subsection, without the prior written consent of the Board, a membership list or any part thereof may not be:~~
 - a. Used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;
 - b. Used for any commercial purpose; or
 - c. Sold to or purchased by any person.
 - (iii) The Association may charge a fee for copies provided to an Owner or Owner's representative which may be collected in advance but which shall not exceed the Association's actual cost per page, for copies of the Association records.
 - (iv) As used in this section, "reasonably available" means during normal business hours, upon notice of five business days, or at the next regularly scheduled meeting if such meeting occurs within thirty days after the request, to the extent that:
 - a. The request is made in good faith and for a proper purpose;
 - b. The request describes with reasonable particularity the records sought and the purpose of the request; and
 - c. The records are relevant to the purpose of the request.
 - (v) This section shall not be construed to invalidate any other provision of the Declaration, Bylaws, the corporate law under which the Association is organized, or other documents that more broadly define records of the Association that are subject to inspection and copying by Owners, or that grants Owners freer access to such records; except that the privacy protections contained in subparagraph (c) of this section shall supersede any such provision.

Section 14.02. Association Policies. To promote responsible governance, the Association shall:

- (a) Maintain accurate and complete accounting records; and

- (b) Adopt policies, procedures, and Rules and Regulations concerning:
 - (i) collection of unpaid assessments;
 - (ii) handling of conflicts of interest involving Board members;
 - (iii) conduct of meetings, which may refer to applicable provisions of the nonprofit code or other recognized rules and principles;
 - (iv) enforcement of Covenants and Rules, including notice and hearing procedures and the schedule of fines;
 - (v) inspection and copying of Association records by Owners;
 - (vi) investment of reserve funds; and
 - (vii) procedures for the adoption and amendment of policies, procedures, and rules; and
 - (viii) procedures for addressing disputes arising between the Association and Owners.

Section 14.03. Lot Owner Education. The Association shall provide, or cause to be provided, education to Owners at no cost on at least an annual basis as to the general operations of the Association and the rights and responsibilities of Owners, the Association, and its Board under Colorado Law. The timing and criteria for compliance with this section shall be determined by the Board.

Section 14.04. Disclosure by Lot Owner Upon Sale of Lot.

- (a) Unit Owners may request Association documents relating to a proposed sale of an Owner's Lot. The Association shall use its best efforts to accommodate a request by the seller for documents that are within the Association's control, in accordance with C.R.S. § 38-33.3-317.
- (b) On and after January 1, 2007, every contract for the purchase and sale of a Lot shall contain a disclosure statement in bold-faced type that is clearly legible and in substantially the following form:

THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BY LAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

- (c) The obligation to provide the disclosure set forth in this section shall be upon the seller, and, in the event of the failure by the seller to provide the written disclosure described in subsection (1) of this section, the purchaser shall have a claim for relief against the seller for actual damages directly and proximately caused by such failure plus court costs. It shall

be an affirmative defense to any claim for damages that the purchaser had actual or constructive knowledge of the facts and information required to be disclosed.

- (d) Upon request, the seller shall either provide to the buyer or authorize the Association to provide to the buyer, upon payment of the Association's usual fee pursuant to section 50(a)(3), all of the Association's governing documents and financial documents, as listed in the most recent available version of the Contract to Buy and Sell Real Estate promulgated by the real estate commission as of the date of the contract.
- (e) All Lot Owners are hereby notified that except in the case of a foreclosure sale, upon request, the seller of a Lot within the Subdivision shall either provide to the buyer or authorize the Association to provide to the buyer, upon payment of the usual Association fee, all of the Association's governing documents and financial documents, as listed in the most recent available version of the Contract to Buy and Sell Real Estate promulgated by the Real Estate Commission as of the date of the contract, or shall mail or deliver to the buyer, on or before the title deadline, copies of all of the following in the most current form available:
 - (i) the Bylaws and rules of the Association.
 - (ii) the Declaration;
 - (iii) the Covenants;
 - (iv) Minutes of the most recent annual Owner's meeting and of any Board meetings that occurred within the six months immediately preceding the title deadline;
 - (v) the Association's operating budget;
 - (vi) the Association's annual income and expenditures statement , and;
 - (vii) the Association's annual balance sheet.
- (f) The Association shall use its best efforts to accommodate a request by a seller for documents that are within the Association's control, in accordance with CRS § 38-33.3-317.

Section 14.05. Association Records.

- (a) The Association shall keep financial records sufficiently detailed to enable the Association to comply with C.R.S. §38-33.3-316 (8) concerning statements of unpaid assessments.
 - (i) The Association shall keep as a permanent record the minutes of all meetings of Owners and the Board, a record of all actions taken by the Owners or Board by written ballot or written consent in lieu of a meeting, a record of all actions taken by a committee of the Board in place of the Board on behalf of the association, and a record of all waivers of notices of meetings of Owners and of the Board or any committee of the Board.
 - (ii) The Association or its agent shall maintain a record of Owners in a form that permits preparation of a list of the names and addresses of all Owners, showing the number of votes each Owner is entitled to vote.
 - (iii) The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. All financial and other records shall be made reasonably available for examination and copying by any Owner and such Owner's authorized agents. The Association may charge a fee, not to exceed the Association's actual cost per page, for copies of association records.
 - (iv) A membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as a unit Owner without the prior written consent of the Board. Without such consent, a membership list or any part thereof may not be:

- i. used to solicit money or property unless such money or property will be used solely to solicit the votes of unit Owners in an election to be held by the Association;
 - ii. used for commercial purposes; or
 - iii. Sold to or purchased by any person.
- (v) The Association may charge a fee, which may be collected in advance, but which shall not exceed the Association's actual cost per page, for copies of Association records.
- (vi) As used in this section, "reasonably available" means available during normal business hours, upon notice of five business days, or at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request, to the extent that the request is made in good faith and for a proper purpose; the request describes with reasonable particularity the records sought and the purpose of the request; and the records are relevant to the purpose of the request.
 - (b) In addition to the records specified herein, the Association shall keep a copy of each of the following records at its principal office:
 - (i) Its Articles of Incorporation;
 - (ii) The Declaration;
 - (iii) The Covenants;
 - (iv) Its Bylaws;
 - (v) Resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of Owners or any class or category of Owners;
 - (vi) The minutes of all Owners' meetings, and records of all action taken by Owners without a meeting, for the past three years;
 - (vii) All written communications within the past three years to Owners generally as Owners;
 - (viii) A list of the names and business or home addresses of its current Directors and officers;
 - (ix) Its most recent annual report, if any; and
 - (x) All financial audits or reviews conducted pursuant to C.R.S. § 38-33.3-303 (4) (b) during the immediately preceding three years.
- (c) This section shall not be construed to affect:
 - (i) The right of an Owner to inspect records:
 - a. Under corporation statutes governing the inspection of lists of shareholders or members prior to an annual meeting; or
 - b. If the Owner is in litigation with the Association, to the same extent as any other litigant; or
 - (ii) The power of a court, independently of this Article, to compel the production of Association records for examination on proof by an Owner of proper purpose.

- (d) This section shall not be construed to invalidate any provision of the Declaration, Bylaws, the corporate law under which the Association is organized, or other documents that more broadly defines records of the Association that are subject to inspection and copying by Owners, or that grants Owners freer access to such records.

ARTICLE XV
GENERAL PROVISIONS

Section 15.01. Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration shall in no way affect or limit any other provisions which shall remain in full force and effect. To the extent feasible, any non-complying provision shall be reformed to best comply with applicable law and to preserve the intent of the Declarant.

Section 15.02. Easements. Easements for the installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded Map of the Property and plat(s) of the Subdivision. Within these easements no improvement, structure, planting or other material (excluding fences capable of being readily removed for the purposes of the easement and the fences described in Section 10.19) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities or facilities, or which may change the direction of flow or drainage channels in the easements. Declarant reserves the right (but assumes no obligation) to enter upon the Property to correct any flow of water and to establish and re-establish drainage channels.

Section 15.03. Conflict of Provisions. In case of any conflict between this Declaration, the Articles of Incorporation or By-Laws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the By-Laws of the Association, the Articles of Incorporation shall control.

Section 15.04. Street Lighting. Unless street lighting and the cost of it is provided by the City of Grand Junction, Colorado, all Lots shall be subject to and bound to tariffs and other charges which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado or contracted for by the Association relating to street lighting in this Subdivision, together with rates, rules, regulations and terms therein provided and subject to all future amendments and changes on file with the Public Utilities Commission of the State of Colorado applicable to such facilities.

Section 15.05. Expansion.

- (a) *Reservation of Right to Expand.* Declarant reserves the development right to expand the Property to include no more than 250 additional Units (subject to any required governmental approvals) plus additional Common Areas at any time or times without approval by the Unit Owners. The area of potential expansion is Lot 1, Block 4, Summer Hill Subdivision, Filing No. 1.
- (b) *Supplemental Declarations and Supplemental Plats.* Such expansion may be accomplished by the filing for record by Declarant in the office of the Clerk and Recorder of Mesa County, Colorado, one or more Supplemental Declarations and supplemental Maps setting forth the Units and other real property, if any, to be included in the expansion, and a statement that this Declaration shall govern and apply to that property. That property may also be governed by additional covenants, conditions and restrictions ("Additional CCR's") contained in the Supplemental Declarations affecting the property covered by the Supplemental Declarations not inconsistent with the then current language of this Declaration. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion.
- (c) *Expansion of Definitions.* In the event of such expansion, the definitions used in this Declaration shall be automatically extended to encompass and refer to the Property subject to this Declaration, as expanded. The recording of supplemental Map(s) in the records of Mesa County, Colorado, incident to any expansion shall operate automatically to grant, transfer, and convey to the Association any new Common Area added to the Property as the result of such expansion. The allocation for Assessments shall be amended pro rata to reflect the increase in the number of Lots added to the Declaration. Subsequent to any expansion pursuant to this Section 14.05, any Conveyance of Lots within the Property, as expanded, shall transfer all rights incident to the Property, as expanded.
- (d) *Declaration Operative to New Lots.* The new Units shall be subject to all of the terms and conditions of this Declaration and of any Supplemental Declaration, upon placing the supplemental parcel Map(s) depicting the expansion Property and Supplemental Declaration(s) of public record in the real estate records of Mesa County, Colorado.

- (e) No Objection to Expansion. No Owner or Member of the Association shall have any right to object to the exercise of the developmental right set forth in this Section, including any permitted expansion by Declarant.
- (f) Declarant's rights under this Section 14.05 will expire twenty years after the date of recording of this Declaration in the Mesa County, Colorado, real estate records.

Section 15.06. Term. The provisions of this Declaration shall each constitute covenants, running with the land applicable to all of the Property and Units, binding Declarant and all persons and entities claiming by, through, or under him for a period of twenty (20) years from the date of recording in the Mesa County, Colorado, real estate records of the Declaration, which shall be automatically extended for successive periods of twenty (20) years each, without action by or notice to any person or entity unless amended or terminated as provided below.

Section 15.07. Amendment and Termination. Subject to the provisions of Section 38-33.3-217(1), (5) and (6), C.R.S., all or any portion of this Declaration may be supplemented, changed or canceled in whole or in part at any time by the vote or agreement of the Owners of 67% of the Units. Such agreement may be in any number of counterparts. Such amendment shall be effective when duly recorded in Mesa County, Colorado, real estate records.

Declarant reserves and is granted the right and power to record technical amendments to this Declaration, Articles of Incorporation or By-Laws of the Association at any time prior to the termination of Declarant's control or the Association, for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of any such document.

Section 15.08. Rights of Declarant Incident to Construction. An easement is retained by and granted to Declarant, his successors and assigns, for access, ingress and egress over, in, upon, under, and across the Common Area and any easements shown on the Map, including but not limited to the right to store materials on it and to make such other use of it as may be reasonably necessary or incidental to Declarant's or his designees' construction on the Property, including without limitation construction of improvements indicated on the Map; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, his family members, guests, or invitees, to or of that Owner's Unit. Declarant, for himself and his successors and assigns, retains a right to store construction materials on any Lot owned by Declarant and to make such other use of it as may be reasonably necessary or incidental for the purpose of the completion or improvement of the Property, the performance of Declarant's obligations under this Declaration, and the sale of the Units. Any special Declarant rights created or reserved under this Article or elsewhere in this Declaration for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the office of the Clerk and Recorder for the Mesa County, Colorado. The rights of Declarant reserved in this Section 15.08 shall expire fifteen (15) years after the recording of this Declaration, except as to land added to the Property under Section 14.05 as to which those reserved rights will expire ten years after the date of the recording in the Mesa County real estate records of the document adding that land to the Property.

Section 15.09. CCIOA Controls. Any provision of this Declaration in conflict with the provisions of CCIOA shall be void.

Section 15.10. Notice. Any notice or demand required or permitted by this Declaration shall be in writing and shall be sent by United States first class mail, postage prepaid, to the address of the Owner of the Unit(s) to receive notice at the address provided by the Owner for that purpose to the secretary of the Association. If the Owner fails to provide an address to the secretary, notice shall be sent to the address of the Owner specified in the deed recorded in the Mesa County, Colorado real estate records by which that Owner took title and to the street address of that Unit, if any.

Section 15.11. Section Headings. The section titles and headings used in this Declaration are for identification purposes only and shall not be utilized to interpret or construe the provisions of this Declaration, which shall remain in full force and effect.

Section 15.12. Binding Effect. The provisions of this Declaration shall be binding upon and for the benefit of Declarant, each Owner, and each and all of their heirs, personal representatives, successors in interest, and assigns.

Section 15.13. No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose.

WITNESS my hand and official

seal.

My commission expires:

Notary Public

Signature: <u>Robert Bray by Donald Suttler, proxy</u> Signature: <u>ROBERT BRAY</u> Owner Name (Printed): Address: <u>LOT 19</u>	Signature: <u>Robert Bray by Donald Suttler, proxy</u> Signature: <u>ROBERT BRAY</u> Owner Name (Printed): Address: <u>LOT 26, FINING E</u>
Signature: <u>Robert Bray by Donald Suttler, proxy</u> Signature: <u>ROBERT BRAY</u> Owner Name (Printed): Address: <u>LOT 7-0</u>	Signature: <u>Meg McCord by Donald Suttler, proxy</u> Signature: <u>MEG MCCORD</u> Owner Name (Printed): Address: <u>856 SUMMER BEND CT</u>
Signature: <u>Robert Bray by Donald Suttler, proxy</u> Signature: <u>ROBERT BRAY</u> Owner Name (Printed): Address: <u>LOT 21</u>	Signature: <u>Janet McRae by Donald Suttler, proxy</u> Signature: <u>JANET MCRAE</u> Owner Name (Printed): Address: <u>864 SUMMER BEND CT</u>
Signature: <u>Robert Bray by Donald Suttler, proxy</u> Signature: <u>ROBERT BRAY</u> Owner Name (Printed): Address: <u>LOT 22</u>	Signature: <u>Paul Knaysi by Donald Suttler, proxy</u> Signature: <u>PAUL KNAYSI</u> Owner Name (Printed): Address: <u>868 SUMMER BEND CT</u>
Signature: <u>Robert Bray by Donald Suttler, proxy</u> Signature: <u>ROBERT BRAY</u> Owner Name (Printed): Address: <u>LOT 23</u>	Signature: <u>Nancy Tredway by Donald Suttler, proxy</u> Signature: <u>NANCY TREDWAY</u> Owner Name (Printed): Address: <u>862 SUMMER BEND CT</u>
Signature: <u>Robert Bray by Donald Suttler, proxy</u> Signature: <u>ROBERT BRAY</u> Owner Name (Printed): Address: <u>LOT 24</u>	Signature: <u>Jane Schmol by Donald Suttler, proxy</u> Signature: <u>JANE SCHMOL</u> Owner Name (Printed): Address: <u>870 SUMMER BEND CT</u>
Signature: <u>Robert Bray by Donald Suttler, proxy</u> Signature: <u>ROBERT BRAY</u> Owner Name (Printed): Address: <u>LOT 25</u>	Signature: <u>Marcia Adams by Donald Suttler, proxy</u> Signature: <u>MARCIA ADAMS</u> Owner Name (Printed): Address: <u>887 Summer Breeze Ct</u>

STATE OF COLORADO)
) ss.
 COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by the following Owners: _____

 _____ and _____

WITNESS my hand and official seal.
 My commission expires:

Notary Public _____

Signature: <u><i>Patricia Mahn</i></u> Owner Name (Printed): <u>PATRICIA MAHN</u> Address: <u>2699 Haven Hill Ct</u>	Signature: <u><i>[Signature]</i></u> Owner Name (Printed): <u>ELIZABETH GRACE PUPILLARD</u> Address: <u>948 Summer Sage Ct.</u>
Signature: <u><i>Susan K. Cox</i></u> Owner Name (Printed): <u>SUSAN K COX</u> Address: <u>866 Summer Sage Ct.</u>	Signature: <u><i>[Signature]</i></u> Owner Name (Printed): <u>DORA GAIL SCHULTZ</u> Address: <u>2659 A Summer Vale Cir</u>
Signature: <u><i>[Signature]</i></u> Owner Name (Printed): <u>LEAD PEARSON</u> Address: <u>697 Summer Peak Ct</u>	Signature: <u><i>[Signature]</i></u> Owner Name (Printed): <u>VIRGINIA WALKER</u> Address: <u>2657 B Summer Vale</u>
Signature: <u><i>[Signature]</i></u> Owner Name (Printed): <u>JOHN A. STOICA</u> Address: <u>854 SOUTH-HAVEN</u>	Signature: <u><i>[Signature]</i></u> Owner Name (Printed): <u>RAY & BEVERLY DE GOUYER</u> Address: <u>2657A Summer Vale</u>
Signature: <u><i>[Signature]</i></u> Owner Name (Printed): <u>KEVIN ANDRUS</u> Address: <u>2662 B Summer Crest Ct.</u>	Signature: <u><i>[Signature]</i></u> Owner Name (Printed): <u>BENNETT FAMILY TRUST</u> Address: <u>2654B SUMMER CREST CT</u>
Signature: <u><i>[Signature]</i></u> Owner Name (Printed): <u>MARJORIE GENOVA</u> Address: <u>879 Summer Breeze</u>	Signature: <u><i>[Signature]</i></u> Owner Name (Printed): <u>MARJORIE GENOVA</u> Address: <u>Summer Hill Ct - Lot 15</u>
Signature: <u><i>[Signature]</i></u> Owner Name (Printed): <u>VITGIL Kelgore</u> Address: <u>2660 A Summer Crest Ct.</u>	Signature: <u><i>[Signature]</i></u> Owner Name (Printed): <u>JAMES PETERSON</u> Address: <u>863 Haven Crest Ct. D</u>

STATE OF COLORADO)
) ss.
 COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by the following Owners: _____

 _____ and _____

WITNESS my hand and official seal.
 My commission expires:

Notary Public

Signature Sandra Easter
 Signature SANDRA EASTER
 Owner Name (Printed)
 Address: 842 Summer Sage Ct

Signature Richard Horst
 Signature Caesar Dotta
 Owner Name (Printed)
 Address: 557 LANAI DRIVE

Signature Carmen S. Tost
 Signature Carmen S. Tost
 Owner Name (Printed)
 Address: 846 Summer Sage Ct

Signature Jane L. Fleming
 Signature Jane L. Fleming
 Owner Name (Printed)
 Address: 871 Summer Breeze Ct

Signature Teresa Stefaniak
 Signature Teresa Stefaniak
 Owner Name (Printed)
 Address: 873 Summer Breeze Ct.

Signature Jill J. Mountain
 Signature Jill J. Mountain
 Owner Name (Printed)
 Address: 854 Summer Sage Ct

Signature Richard & Claire Atkins
 Signature Richard & Claire Atkins
 Owner Name (Printed)
 Address: 885 Summer Breeze Ct

Signature Donald Sattler
 Signature Donald Sattler
 Owner Name (Printed)
 Address: 888 Summer Bend Court

Signature Amber Maurer
 Signature Amber Maurer
 Owner Name (Printed)
 Address: 854 Lanai Dr.

Signature Andrew Schoenfeld by Cheryl Peterson
 Signature ANDREW SCHOENFELD
 Owner Name (Printed)
 Address: 806 HAVEN CREST CT. N.

Signature Daniel Arosteguy
 Signature DANIEL AROSTEGUY
 Owner Name (Printed)
 Address: 865 Summer Sage Ct.

Signature Sam Holgwin
 Signature Sam Holgwin
 Owner Name (Printed)
 Address: 2698 Haven Hill Ct.

Signature Caesar Dotta
 Signature CAESAR DOTTA
 Owner Name (Printed)
 Address: 556 LANAI DRIVE

Signature
 Owner Name (Printed)
 Address:

STATE OF COLORADO)
) ss.
 COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by the following Owners: _____

 _____ and _____

WITNESS my hand and official seal.
 My commission expires:

Notary Public

Signature: <u>Ronald C. Lease</u> Owner Name (Printed): <u>Ronald C. Lease</u> Address: <u>881 Summer Breeze Ct.</u>	Signature: <u>Raymond Jones</u> Owner Name (Printed): <u>RAYMOND JONES</u> Address: <u>2638 Summer Crest Ct</u>
Signature: <u>Susan Oakes</u> Owner Name (Printed): <u>Susan Oakes</u> Address: <u>889 Summer Breeze Ct</u>	Signature: <u>Chespy Peterson</u> Owner Name (Printed): <u>Chespy Peterson</u> Address: <u>867 Haven Crest Ct - W.</u>
Signature: <u>Angela Slipsa</u> Owner Name (Printed): <u>Angela Slipsa</u> Address: <u>2638 Summer Crest Ct</u>	Signature: <u>Anita Cox</u> Owner Name (Printed): <u>Anita Cox</u> Address: <u>858 Summer Sage Court</u>
Signature: <u>Bruce Bize</u> Owner Name (Printed): <u>Bruce Bize</u> Address: <u>850 Summer Sage</u>	Signature: <u>Ronald Louise Beach</u> Owner Name (Printed): <u>Ron Beach by Anita Cox proxy</u> Address: <u>856 Summer Sage Court</u>
Signature: <u>FRAN NEWELL</u> Owner Name (Printed): <u>FRAN NEWELL</u> Address: <u>2664A Summer Crest Ct,</u>	Signature: <u>Sandy Horvath-Dori</u> Owner Name (Printed): <u>Sandy Horvath-Dori</u> Address: <u>860 Summer Sage Court</u>
Signature: <u>GREGORY TOFT</u> Owner Name (Printed): <u>GREGORY TOFT</u> Address: <u>868 Haven Crest Ct. W</u>	Signature: <u>ROBERT BROWNSON</u> Owner Name (Printed): <u>ROBERT BROWNSON</u> Address: <u>858 HAVEN CREST CT. S.</u>
Signature: <u>RONALD SECHRIST</u> Owner Name (Printed): <u>RONALD SECHRIST</u> Address: <u>869 HAVEN CREST CT W</u>	Signature: _____ Owner Name (Printed): _____ Address: _____


STATE OF COLORADO)
) ss.
 COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by the following Owners: _____

 _____ and _____

WITNESS my hand and official seal.
 My commission expires:

Notary Public

Signature  Owner Name (Printed) JEFF AND TAMMY DIBBLE Address: 871 HAVEN CREST CT	Signature <i>Dennis Lucero by Donald Sattler, proxy</i> Owner Name ((Printed) DENNIS LUCERO BY DONALD SATTLER, PROXY Address: LOT 16, FILING 6
Signature <i>Judy Blandoin</i> Owner Name (Printed) JUDY BLANDOIN Address: 575 SUMMER BREEZE CT	Signature _____ Owner Name (Printed) _____ Address: _____
Signature <i>Robert R. Backer</i> Owner Name (Printed) ROBERT R. BACKER Address: 883 SUMMER BREEZE CT	Signature _____ Owner Name (Printed) _____ Address: _____
Signature <i>DENNIS LUCERO BY DONALD SATTLER, PROXY</i> Owner Name (Printed) DENNIS LUCERO BY DONALD SATTLER, PROXY Address: LOT 9, FILING 6	Signature _____ Owner Name (Printed) _____ Address: _____
Signature <i>DENNIS LUCERO BY DONALD SATTLER, PROXY</i> Owner Name (Printed) DENNIS LUCERO BY DONALD SATTLER, PROXY Address: LOT 10, FILING 6	Signature _____ Owner Name (Printed) _____ Address: _____
Signature <i>Dennis Lucero by Donald Sattler, proxy</i> Owner Name (Printed) DENNIS LUCERO BY DONALD SATTLER, PROXY Address: LOT 13, FILING 6	Signature _____ Owner Name ((Printed) _____ Address: _____
Signature <i>Dennis Lucero by Donald Sattler, proxy</i> Owner Name (Printed) DENNIS LUCERO BY DONALD SATTLER, PROXY Address: LOT 14, FILING 6	Signature _____ Owner Name (Printed) _____ Address: _____

STATE OF COLORADO)
) ss.
 COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by the following Owners: _____

 _____ and _____

WITNESS my hand and official seal.
 My commission expires:

Notary Public

Signature <i>Kathryn Deister</i> Kathryn Deister Owner Name (Printed) Address: 2651B Summervale	Signature <i>Jean W. Ogle by Donald Sattler, proxy</i> JEAN W. OGLE BY DONALD SATTLER, PROXY Owner Name (Printed) Address: 876 SUMMER BEND CT
Signature <i>Janie McDonald</i> Janie McDonald Owner Name (Printed) Address: 860 Summer Bend Ct	Signature <i>Arson Miller by Donald Sattler, proxy</i> ARON MILLER BY DONALD SATTLER, PROXY Owner Name (Printed) Address: 851 SOUTH HAVEN CREST COURT
Signature <i>Bernie Buescher for Kathryn Deister</i> Bernie Buescher Owner Name (Printed) Address: 2652 Summercrest	Signature <i>David Schoening by Donald Sattler, proxy</i> DAVID SCHOENING BY DONALD SATTLER, PROXY Owner Name (Printed) Address: 2658 SUMMER CREST CT.
Signature <i>Theresa Zmerzlikar</i> Theresa Zmerzlikar Owner Name (Printed) Address: 855 SUMMER SAGE CT	Signature <i>Richard Warner by Donald Sattler, proxy</i> RICHARD WARNER BY DONALD SATTLER, PROXY Owner Name (Printed) Address: 857 HAVEN CREST CIRCLE
Signature <i>Kathy M. White</i> Kathy M. White Owner Name (Printed) Address: 868 Summer Sage Ct	Signature <i>Connie M'Cradden by Donald Sattler, proxy</i> CONNIE M'CRADDEN BY DONALD SATTLER, PROXY Owner Name (Printed) Address: 2658 A SUMMER CREST CT.
Signature <i>Jim Houz by Donald Sattler, proxy</i> JIM HOUZ BY DONALD SATTLER, PROXY Owner Name (Printed) Address: 860 South Haven Court	Signature <i>Sherry Nakano by Donald Sattler, proxy</i> SHERRY NAKANO BY DONALD SATTLER, PROXY Owner Name (Printed) Address: 877 SUMMER BEND CT
Signature <i>Pamela J. Mills by Donald Sattler, proxy</i> PAMELA J. MILLS BY DONALD SATTLER, PROXY Owner Name (Printed) Address: 855 SOUTH HAVEN CREST	Signature <i>Jean Ogle by Donald Sattler, proxy</i> JEAN OGLE BY DONALD SATTLER, PROXY Owner Name (Printed) Address: 874 SUMMER BEND COURT

STATE OF COLORADO)
) ss.
 COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by the following Owners: _____

 _____ and _____

WITNESS my hand and official seal.
 My commission expires:

Notary Public

Signature Page

Summerhill HOA

Ninth Amendment to Declaration of Covenants, Conditions and Restrictions

Robert L. Bray

Owner Name (Printed)

Address: 1015 N 7th Street

Grand Junction, Co 81501

Robert L. Bray by Donald Sattler
Signature

STATEMENT BY THE BOARD OF DIRECTORS

The undersigned, being a majority of the members of the Board of Directors of the Summerhill Subdivision Homeowners' Association, hereby certify, attest and affirm that the foregoing persons listed on the previous signature page(s) executed the attached Ninth Amended Declaration of Covenants, Conditions and Restrictions of Summerhill Subdivision on April 8, 2008. Unfortunately, there was no notary present at said time and thus their signatures were not notarized. However, all of the foregoing persons are owners of Lots within the Subdivision and such persons are personally known to us, including Robert Bray, whose signature was executed by his proxy, Donald Sattler.

Robert R. Backer
Robert R. Backer

Ted Koeman
Ted Koeman

Donald Sattler
Donald Sattler

Kathy M. White
Kathy M. White

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Statement by the Board of Directors was acknowledged before me this 17 day of April, 2008, by the following persons as members of the Board of Directors of Summerhill Subdivision Homeowners Association: Robert R. Backer, Ted Koeman, Donald Sattler and Kathy M White .

WITNESS my hand and official seal.
My commission expires:

[Signature]
Notary Public

