

and no assurances are made as to the order or timing of construction or completion of such Phases.

16.5.2.3. The Declarant is the Owner of any Units created pursuant to the foregoing and therefore is entitled to all proceeds from such Units. The undivided interest in the Common Elements appurtenant to each such Unit shall be as provided in Section 11.2 hereof (Undivided Interest). Upon recording of a Condominium Map including one or more Units, the Allocated Interests among all Units shall be reallocated in accordance with Section 1.2 of this Declaration (Allocated Interests).

16.5.3. The rights provided for in this Section 16.5 shall terminate automatically upon termination of the Special Declarant Rights, as provided in Section 1.33 hereof (Special Declarant Rights).

Section 16.6. *Duration, Revocation, and Amendment.*

16.6.1. Each and every provision of this Declaration shall run with and bind the land perpetually from the date of recording of this Declaration. Except as provided in Article 16 of this Declaration, or elsewhere in this Declaration, this Declaration may be amended by the vote or agreement of Members holding at least sixty-seven percent (67%) of the Association votes; provided, however, prior to termination of the Special Declarant Rights, including without limitation the right to exercise any Development Rights, no amendment of this Declaration shall be effective without the prior written approval of the Declarant; and provided further, that any provision of any amendment to this Declaration affecting Garage Units shall not be effective without the prior written approval of the Owners of a majority of the Garage Units that are not owned by Owners of Residential Units.

16.6.2. Notwithstanding anything to the contrary contained in this Declaration, this Declaration, the Articles of Incorporation and/or the Bylaws of the Association may be amended in whole or in part, at any time from time to time, by the Declarant without the consent or approval of any other Owner, any Security Interest Holder, or any other Person, in order to correct clerical, typographical or technical errors.

16.6.3. Notwithstanding anything to the contrary contained in this Declaration, this Declaration, the Articles of Incorporation and/or the Bylaws of the Association may be amended in whole or in part, at any time from time to time, by the Declarant without the consent or approval of any other Owner, any Security Interest Holder, or any other Person, in order to comply with the requirements, standards, or guidelines of any of the Agencies or any recognized secondary mortgage markets.

16.6.4. Except as to amendments which may be made by the Declarant, amendments to the Declaration may be prepared, executed, recorded, and certified by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Such certification shall, in the case of an amendment requiring the approval of Owners and/or Security Interest Holders of

First Security Interests, certify that the Association has received the requisite approvals. Amendments to this Declaration that may be made by the Declarant pursuant to this Declaration, or as permitted by CCIOA, may be signed by the Declarant and shall require no other signatory.

Section 16.7. Registration of Mailing Address.

Each Owner and each Security Interest Holder, insurer or guarantor of a Security Interest, shall register his mailing address with the Association, and except for annual statements and other routine notices, all other notices or demands intended to be served upon an Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest, shall be sent by either registered or certified mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Unit. All notices, demands, or other notices intended to be served upon the Board of Directors or the Association during the 75% Control Period shall be sent by registered or certified mail, postage prepaid, to 8400 East Prentice Avenue, Suite 1500, Greenwood Village, Colorado 80111, unless such address is changed by the Association during the 75% Control Period; subsequent to termination of the 75% Control Period, the Association shall notify the Owners of a different address for notices.

Section 16.8. HUD or VA Approval.

During the 75% Control Period, the following actions shall require the prior approval of HUD or VA if, at the time any such action is taken, HUD has insurance or VA has a guarantee(s) on one or more First Security Interests, and HUD or VA require their approval of the action: annexation of additional real property (if the Declarant desires to obtain VA or HUD approval of the property that is being annexed); amendment of this Declaration, except as provided in subsections 16.6.2 and 16.6.3 hereof; termination of this Community; dedication of Common Elements; or merger or consolidation of the Association, except as provided in Section 3.14 of this Declaration (Merger) of this Declaration.

Section 16.9. Transfer of Special Declarant Rights.

A Special Declarant Right created or reserved under this Declaration may be transferred only by an instrument evidencing the transfer recorded in every county in which any portion of the Community is located, and in accordance with CCIOA.

Section 16.10. Eminent Domain.

The taking by eminent domain of a Unit(s) and/or Common Elements, or any portion thereof, shall be done in accordance with applicable law, including without limitation CCIOA.

Section 16.11. Termination of Community.

The Community may be terminated only in accordance with CCIOA.

Section 16.12. *Limitation on Liability.*

The Association, the Board of Directors, the Declarant, and any officer, director, member, partner, agent or employee of any of the same, shall not be liable to any Person for any action or for any failure to act unless the action or failure to act was not in good faith and was done or withheld with malice. The release and waiver set forth in Section 16.15 of this Declaration (Waiver) shall apply to this Section.

Section 16.13. *No Representations or Warranties.*

No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association, the Board of Directors, the Declarant, and any officer, director, member, partner, agent or employee of any of the same, in connection with any portion of the Community, or any Improvement, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing. The release and waiver set forth in Section 16.15 of this Declaration (Waiver) shall apply to this Section.

Section 16.14. *Disclaimer Regarding Safety.*

DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION, BYLAWS, RULES AND REGULATIONS OR POLICIES AND PROCEDURES OF THE ASSOCIATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY. THE RELEASE AND WAIVER SET FORTH IN SECTION 16.15 OF THIS DECLARATION (WAIVER) SHALL APPLY TO THIS SECTION.

Section 16.15. *Waiver.*

By acceptance of a deed to a Unit, each Owner hereby releases, waives, and discharges the Declarant, the Association, the Board of Directors, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazard, disclosure or risk set forth in this Declaration, including without limitation, those contained in Sections 16.12, 16.13 and 16.14.

Section 16.16. Headings.

The Article, Section and subsection headings in this Declaration are inserted for convenience of reference only, do not constitute a part of this Declaration, and in no way define, describe or limit the scope or intent of this Declaration or any of the provisions hereof.

Section 16.17. Gender.

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

Section 16.18. Run with Land; Binding upon Successors.

The benefits, burdens and all other provisions contained in this Declaration shall be covenants running with and binding upon the Community and all real property and improvements which are now or hereafter a part thereof. The benefits, burdens and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant, the Association and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 27th day of April, 2007.

DECLARANT:

SUNDANCE VILLAGE, LLC,
a Colorado limited liability company

By: William D. Grebe
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 27th day of April, 2007, by William D. Grebe as Manager of Sundance Village, LLC, a Colorado limited liability company.

Witness my hand and official seal.



[Signature]
Notary Public
My Commission expires: 7-31-2009

EXHIBIT A
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
SUNDANCE VILLAGE CONDOMINIUMS

(Community)

LOT 1 AND LOT 2, BLOCK 1, GLENS AT CANYON VIEW, PHASE 1, OF RECORD
AT RECEPTION NO. 2308085, RECORDS OF THE RECORDER'S OFFICE, MESA
COUNTY, COLORADO, LOCATED IN THE SOUTH ONE-HALF OF THE
SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1
WEST OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF MESA,
STATE OF COLORADO.

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF
THE SOUTHEAST ONE-QUARTER OF SAID SECTION 4 MONUMENTED AT THE
SOUTH CENTER SIXTEENTH CORNER BY A 3-1/4 INCH MESA COUNTY
SURVEY MONUMENT BRASS CAP AND AT THE SOUTH ONE-QUARTER
CORNER BY A 3-1/4 INCH MESA COUNTY SURVEY MONUMENT BRASS CAP,
ASSUMED TO BEAR S 00°01'19" W.

CONTAINING A CALCULATED AREA OF 74,849 SQUARE FEET (1.718 ACRES).

EXHIBIT B
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
SUNDANCE VILLAGE CONDOMINIUMS

(Allocated Interests)

<u>Unit</u>	<u>Type of Unit or Special Unit</u>	<u>Condominium Building</u>	<u>Allocated Interest*</u>	<u>Undivided Interest*</u>
1	Residential Unit	Building 9	1/8	1/27.6666
2	Residential Unit	Building 9	1/8	1/27.6666
3	Residential Unit	Building 9	1/8	1/27.6666
4	Residential Unit	Building 9	1/8	1/27.6666
5	Residential Unit	Building 9	1/8	1/27.6666
6	Residential Unit	Building 9	1/8	1/27.6666
7	Residential Unit	Building 9	1/8	1/27.6666
8	Residential Unit	Building 9	1/8	1/27.6666
G1	Garage Unit		1/50	.3333/27.6666
G2	Garage Unit		1/50	.3333/27.6666
G3	Garage Unit		1/50	.3333/27.6666
G4	Garage Unit		1/50	.3333/27.6666
G5	Garage Unit		1/50	.3333/27.6666
G6	Garage Unit		1/50	.3333/27.6666
G7	Garage Unit		1/50	.3333/27.6666
G8	Garage Unit		1/50	.3333/27.6666
G9	Garage Unit		1/50	.3333/27.6666
G10	Garage Unit		1/50	.3333/27.6666
G11	Garage Unit		1/50	.3333/27.6666
G12	Garage Unit		1/50	.3333/27.6666
G13	Garage Unit		1/50	.3333/27.6666
G14	Garage Unit		1/50	.3333/27.6666
G15	Garage Unit		1/50	.3333/27.6666
G16	Garage Unit		1/50	.3333/27.6666
G17	Garage Unit		1/50	.3333/27.6666
G18	Garage Unit		1/50	.3333/27.6666
G19	Garage Unit		1/50	.3333/27.6666
G20	Garage Unit		1/50	.3333/27.6666
G21	Garage Unit		1/50	.3333/27.6666
G22	Garage Unit		1/50	.3333/27.6666
G23	Garage Unit		1/50	.3333/27.6666
G24	Garage Unit		1/50	.3333/27.6666
G25	Garage Unit		1/50	.3333/27.6666

G26	Garage Unit		1/50	.3333/27.6666
G27	Garage Unit		1/50	.3333/27.6666
G28	Garage Unit		1/50	.3333/27.6666
G29	Garage Unit		1/50	.3333/27.6666
G30	Garage Unit		1/50	.3333/27.6666
G31	Garage Unit		1/50	.3333/27.6666
G32	Garage Unit		1/50	.3333/27.6666
G33	Garage Unit		1/50	.3333/27.6666
G34	Garage Unit		1/50	.3333/27.6666
G35	Garage Unit		1/50	.3333/27.6666
G36	Garage Unit		1/50	.3333/27.6666
G37	Garage Unit		1/50	.3333/27.6666
G38	Garage Unit		1/50	.3333/27.6666
G39	Garage Unit		1/50	.3333/27.6666
G40	Garage Unit		1/50	.3333/27.6666
G41	Garage Unit		1/50	.3333/27.6666
G42	Garage Unit		1/50	.3333/27.6666
G43	Garage Unit		1/50	.3333/27.6666
G44	Garage Unit		1/50	.3333/27.6666
G45	Garage Unit		1/50	.3333/27.6666
G46	Garage Unit		1/50	.3333/27.6666
G47	Garage Unit		1/50	.3333/27.6666
G48	Garage Unit		1/50	.3333/27.6666
G49	Garage Unit		1/50	.3333/27.6666
G50	Garage Unit		1/50	.3333/27.6666
S1	Special Unit	Tract 10	0	1/27.6666
S2	Special Unit	Tract 11	0	1/27.6666
S3	Special Unit	Tract 12	0	1/27.6666

* The Allocated Interest, and undivided interest in the Common Elements, that are allocated or appurtenant to each Unit are subject to change as more fully provided in the Declaration, including without limitation Section 1.33 (Special Declarant Rights), Section 16.4 (Annexation) and 16.5 (Declarant's Use) of the Declaration.

EXHIBIT C
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
SUNDANCE VILLAGE CONDOMINIUMS

(Certain Title Exceptions)

If recorded, the following documents are recorded in the office of the Clerk and Recorder of Mesa County, Colorado:

1. Real property taxes and assessments for the year of recording of this Declaration and subsequent years, not yet due and payable.
2. Right of Proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or interest the premises hereby granted as reserved in United States Patent recorded on February 04, 1896 at Reception Number 22897 in Book 11 at Page 427.
3. Terms, conditions, provisions, obligations and restrictions of that certain Ordinance No. 2183 recorded on April 20, 1984 at Reception Number 1359574 in Book 1490 at Page 50.
4. Terms, conditions, provisions, obligations and restrictions of that certain Ordinance No. 2813 recorded on March 03, 1995 at Reception Number 1710639 in Book 2131 at Page 204.
5. Terms, conditions, provisions, obligations and restrictions of that certain Letter recorded on July 21, 1997 at Reception Number 1806431 in Book 2343 at Page 161.
6. Covenants, conditions and restrictions none of which contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin, as contained in instrument recorded on January 13, 1998 at Reception Number 1827863 in Book 2394 at Page 354.
7. Terms, conditions, provisions, obligations and restrictions of that certain Agreement recorded on April 08, 2004 at Reception Number 2186205 in Book 3626 at Page 889 and as amended by instrument recorded July 01, 2004 at Reception No. 2200103 in Book 3689 at Page 22.
8. Easement as granted to Homestead in Grand Junction Homeowners Association, Inc. and terms, conditions and provisions of the agreement as set forth in Easement Deed and Agreement, recorded on July 01, 2004 at Reception Number 2200104 in Book 3689 at Page 26.

9. Easement as evidenced by and terms, conditions and provisions of the agreement as set forth in Easement Deed and Agreement, recorded on July 21, 2004 at Reception Number 2203538 in Book 3700 at Page 863.
10. Easement as evidenced by and terms, conditions and provisions of the agreement as set forth in Reciprocal Easement Agreement and Deed, recorded on June 27, 2005 at Reception Number 2261121 in Book 3928 at Page 217.
11. Terms, conditions, provisions, obligations and restrictions of that certain Recoding Memorandum recorded on March 23, 2006 at Reception Number 2308088 in Book 4119 at Page 42.
12. Terms, conditions, restrictions, provisions, notes and easements as disclosed on Plat(s) of Glens at Canyon View, Phase 1 recorded on March 23, 2006 at Reception Number 2308085 in Book 4119 at Page 37.