HOSKIN FARINA & KAMPF
PROFESSIONAL CORPORATION

MEMORANDUM

To:	The Board of Directors of the Red Rocks Valley Homeowners Association, Inc.
From:	Andrew Teske and Kari Henning
Date:	November 13, 2025
Subject:	Red Rocks Valley Drainage Issues

Background

The Red Rocks Valley Homeowners Association (the "HOA") Board of Directors (the "Board") retained this firm following an unusually heavy rain event on September 4, 2025, which flooded portions of the Red Rocks Valley Community (the "Community") and surrounding properties. We understand that the areas around Red Vale Court, Rocky Knoll Court, and Trail Ridge Road were particularly impacted.

The Community's drainage facilities were subsequently investigated by Rolland Consulting Engineers, LLC ("RCE") on behalf of Conquest Homes, LLC ("Conquest"). Conquest is the successor Declarant for the Community and is continuing to develop portions of the property. RCE issued a report of its findings on September 11, 2025 (the "2025 RCE Report"). *See* Ex. A. According to the 2025 RCE Report,[1] stormwater from the September 4th storm either overtopped Trail Ridge Road near the shared driveway for 2295 and 2297 Trail Ridge Road (the "North Driveway") or the shared driveway for 2287, 2289, and 2291 Trail Ridge Road (the "South Driveway"), or backed up through the storm drain system on Red Vale Court. *See id.* The 2025 RCE Report concludes that there were design and/or construction issues with the drainage system near the North and South Driveways, and that the drainage channel along Trail Ridge Road should be cleaned and excavated to prevent future flooding. *See id*.

In the event that the work recommended by RCE, or by other professionals, is deemed necessary or advisable, the Board asked this firm to review the Community's development

[1] The Board has not adopted the 2025 RCE Report and is instead seeking an independent evaluation of the drainage issues in the Community and of RCE's findings. The Board reserves the right to object or otherwise respond to the 2025 RCE report should the results of its independent engineering investigation differ.

history and governing documents to determine which party or parties are legally responsible for that work.[2]

Community History

The Community was originally platted as part of Blocks C and D in the Monument Valley Subdivision in 1998. *See* Ex. B. Blocks C and D were conveyed to Surf View Development Co. and annexed into the City of Grand Junction in 2006, and were then conveyed to Redlands Valley Cache, LLC ("Cache"). Cache re-platted Blocks C and D in the 2008 Red Rocks Valley Plat, which included various drainage easements for the benefit of the HOA, including on Tracts K, T, and H (the "Drainage Tracts"), which encompass the existing drainage channel adjacent to Trail Ridge Road. *See* Ex. C. The Declaration of Covenants, Conditions and Restrictions of Red Rocks Valley Subdivision (the "Original CCRs") were also recorded near this time. *See* Ex. D. Cache was the Declarant under the Original CCRs. Cache conveyed the private drives (the "Courts"), and other property to the HOA in 2008, and additional property, including the Drainage Tracts, in 2009.

Cache conveyed property including the platted lots around Red Vale Court and Rocky Knoll Court to Red Rocks Real Estate Solutions, LLC ("Solutions") in 2011. Cache also assigned its Declarant rights and entitlements to Solutions at that time. Later that year, Solutions conveyed the relevant property and assigned its Declarant rights and entitlements to Red Rocks Real Estate Partners, LLC ("Partners").

In September 2012, Partners recorded an Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley (the "Amended and Restated CCRs") as the successor Declarant for the Community. *See* Ex. E. Among other things, the Amended and Restated CCRs removed certain property, including the Drainage Tracts and other property owned by the HOA, from the Community.

The areas surrounding Red Vista Court, Red Vale Court, Red Wash Court, and Rocky Knoll Court were re-platted in the 2014 Red Rocks Patio Home Plat, which, somewhat counterintuitively, removed the individual lots in those areas. *See* Ex. F. Then, in 2015,

[2] This memorandum assumes that there are no unexpired claims for construction and/or design defects related to the Community's drainage system. The statute of repose for such claims in Colorado is six years from the date of the project's substantial completion. We are unaware of any component of the drainage facilities that was constructed within that timeframe, but our analysis of legal responsibility may change if improvements to the drainage system were constructed within the statute of repose.

Partners recorded the First Amendment to the Amended and Restated CCRs, in an effort to correct the omission of HOA property, including the Drainage Tracts, from the Community under the Amended and Restated CCRs. *See* Ex. G. Ten days later, Partners recorded a First Supplemental Declaration to the Amended and Restated CCRs. *See* Ex. H. A Second Supplemental Declaration to the Amended and Restated CCRs was recorded in May 2015. *See* Ex. I. Both the First and Second Supplemental CCRs purport to add property to the Community and make other changes and additions to the CCRs.

The area around Red Vista Court was then re-platted in the June 2015 Red Rocks Homes Filing 1 Plat. *See* Ex. J. Later in 2015, the property surrounding Red Wash Court, Rocky Knoll Court, and Red Vale Court was conveyed to Conquest, which also received an assignment of declarant rights from Partners. Conquest then recorded a Third Supplemental Declaration to the Amended and Restated CCRs in July 2017, which again purported to add property to the Community and made other amendments and additions to the covenants. *See* Ex. K.

In 2021, Conquest recorded the Red Rocks Homes Filing 2 Plat, which re-platted the area around Red Wash Court. *See* Ex. L. Conquest also recorded a First Amendment to the Third Supplemental Declaration to the Amended and Restated CCRs at that time. *See* Ex. M. The First Amendment to the Third Supplemental CCRs corrected an error in the Third Supplemental CCRs and made other amendments. *See id.*

In 2023, the HOA recorded an Amendment to the Amended and Restated CCRs, and Conquest recorded a Fourth Supplemental Declaration to the Amended and Restated CCRs in February 2024. *See* Exs. N and O. The Fourth Supplemental CCRs added the area around Rocky Knoll Court to the Community, which was re-platted in the Red Rocks Homes Filing 3 Plat, also recorded in February 2024. *See* Ex. P.

As of the date of this memorandum, the area around Red Vale Court (Block 4 of Red Rocks Patio Homes), mentioned in the 2025 RCE Report, has not been added to the Community and is still owned by Conquest.

There have been a number of technical errors throughout this complex history which could have an impact on the rights and obligations relative to the Community's drainage system. If Lots or Tracts were not properly annexed into the Community, the obligations under the CCRs would not apply to those portions of the property. Similarly, attempts to amend the CCRs without the proper authority may be invalid.

Significantly, the original assignment of declarant rights from Cache to Solutions may have been ineffective. *See* Ex. Q. The Original CCRs, under which Cache was the Declarant, required any assignment of declarant rights to be signed by the *assignee*, as well as by the assignor. *See* Ex. D at Art. XII Sec. 12. The 2011 assignment was only signed by the assignor (Cache) and not the assignee (Solutions). Thus, to the extent Solutions and subsequent successor declarants (Partners and Conquest) acted through a purported exercise of their declarant rights, they may not have technically had the authority to do so.

The Amended and Restated CCRs were also technically deficient in that they were not signed by the HOA as required by Art. XII Sec 6(e) of the Original CCRs. Those deficiencies were addressed by the First Amendment to the Amended and Restated CCRs, which was signed by the HOA. However, there are similar issues with that instrument because it is unclear whether the owners of 67% of the Units then in the Community approved the revisions as required by Ch. 6 Sec. 5.a. of the Amended and Restated CCRs. It seems that potential weakness in the documentary background was addressed by a 2014 Memorandum of Acknowledgement of Approval, evidencing owner approval of the First Amendment. The Original CCRs also provide that "[n]o action to challenge the validity of an amendment adopted by the Association…may be brought more than one (1) year after the amendment is recorded." *See id.* at Art. XII Sec. 6(b), s*ee also* Ex. E at Ch. 6, Sec. 5.b. The HOA's approval thus appears to validate the Amended and Restated CCRs and it is also likely that the HOA's approval can no longer be properly challenged legally even if it were incorrect at the time.

The First Supplemental Declaration and the subsequent amendments and supplements to the Amended and Restated CCRs have similar issues, in that the Declarants likely did not have the proper authority to add properties to the Community unilaterally, and the HOA and owners in the Community did not sign those documents.

As relevant with respect to the September 4 rain event, the homes utilizing the South Driveway (Red Rocks Valley Lots 4-6 Block 2) and the North Driveway (Red Rocks Valley Lots 8-9 Block 2) were purportedly annexed into the Community (or recognized as having been previously annexed into the Community) by the First Supplemental CCRs, and the Fourth Supplemental CCRs purported to add Red Rocks Homes Filing 3, around Rocky Knoll Court, to the Community. The HOA did not sign those supplements, so the one-year limit on challenging their validity does not appear to apply. Accordingly, it is unclear whether those properties are bound by the Amended and Restated CCRs.

Drainage Maintenance

Based in part on that background, the responsibility for drainage maintenance varies throughout the Community and the surrounding property, as set forth below.

Drainage Tracts

To the extent the issues observed in September stem from the Community's Drainage Tracts, the HOA is likely responsible. Before those tracts were conveyed to the HOA, a prior owner and developer, Cache, entered into a Post-Construction Stormwater Control Operations and Maintenance Agreement with the City for the Red Rocks Valley Subdivision. *See* Ex. R (the "2009 Stormwater Agreement"). Under the 2009 Stormwater Agreement, the landowner is required to perpetually operate, inspect, maintain, and repair drainage facilities within the subdivision. While the City has a right to step in and conduct such work itself, it is not obligated to do so. The 2009 Stormwater Agreement was binding not only on Cache, but on subsequent landowners as well. The Drainage Tracts were conveyed to the HOA in 2009, and it is now the "landowner" with respect to those Tracts under the 2009 Stormwater Agreement.

The HOA also has obligations related to the Drainage Tracts under the CCRs. Under the Amended and Restated CCRs, "[m]aintenance, repair, and replacement of all Common Elements, Improvements located thereon, and of any drainage structure or facility, or other public improvements required by the local governmental entity… shall be the responsibility of the Association …" *See* Ex. E at Ch. 4 Art. I Sec. 19; Ch. 4 Art. III Sec. 1.a. Because the Drainage Tracts are Common Elements and because the drainage facilities therein were required as part of the City's approval process, the HOA is responsible for their maintenance, repair, and replacement if deemed necessary.

However, it is possible that even if the drainage system was properly designed, constructed, and maintained, it still would not have fully contained the exceptional amount of precipitation which fell on September 4. It is our understanding from other discussions we have been involved in concerning the September 4 rain event that the volume of water exceeded a 100-year flood event, which is generally the engineering design standard for drainage facilities. In other words, the system may have been overwhelmed by this particular storm regardless of whether it was properly maintained. If that is the case, then it may not be

necessary to make changes to the system at this stage. A qualified engineer should be retained to assess these issues.

North Driveway, South Driveway

At least according to the 2025 RCE Report, the culverts and related drainage facilities under or adjacent to the North and South Driveways may need to be modified. The North and South Driveways are located within shared driveway easements crossing the property owned by the HOA (Tract T), as shown on the Red Rocks Valley Plat. *See* Ex. C; *see also* E. The Driveways are solely for the use of the Lots served by them, as set forth on the Red Rocks Valley Plat. Even if some of those Lots were not properly added to the Community, they are still the dominant estate owners of the Driveway easements. Generally, owners of easements are responsible for the maintenance of those easements, and cannot unreasonably interfere with the use of the servient property (here, Tract T). To the extent work must be performed within the easement areas, including on the culverts under the Driveways, the Lots owning the easement areas are likely responsible for the costs of that work.

Red Rocks Homes Filing 3

Flooding was also observed around Rocky Knoll Court (Red Rocks Homes Filing 3). To the extent maintenance or repair of the drainage facilities in that area is needed, the HOA, Conquest, and certain homeowners may all bear some responsibility.

The area around Rocky Knoll Court was platted as Lots 38-52 Block 5 and Tract X in the 2008 Red Rocks Valley Plat. Though the area was subsequently re-platted, the 2009 Stormwater Agreement likely remains binding on landowners to the extent there are drainage facilities which were part of the 2008 development located on their property.[3] Additionally, Conquest entered into a second Post-Construction Stormwater Agreement with the City in 2020 for Red Rocks Homes Filings 2, 3, and 4 (the "2020 Stormwater Agreement"). *See* Ex. S. As under the 2009 Stormwater Agreement, subsequent landowners are required to operate, inspect, maintain, and repair drainage facilities on their land.

Following a series of conveyances, Conquest is the current owner of most of the Lots in Red Rocks Homes Filing 3, with third parties owning Lots 35, 36, 37, and 40. The HOA is

[3] A quick review of approved construction plans associated with this filing suggests that storm drains are generally not located within the private road itself but are adjacent to the road on the surrounding lots.

the record title owner of Tracts H and I, as well as Rocky Knoll Court. These landowners are responsible for drainage maintenance to the extent there are facilities subject to the 2009 and/or 2020 Stormwater Agreements located on their properties.[4]

There are also various platted drainage easements within Red Rocks Homes Filing 3. Conquest conveyed all drainage easements in Filing 3 to the HOA in 2021. It may have lacked the authority to do so as a result of problems with the assignment of reserved development rights. According to the Red Rocks Homes Filing 3 Plat, several of the Lots in that Filing have 5' and/or 10' drainage easements located on them. As a matter of record title, the HOA is obligated to maintain these easements, but it may be properly Conquest's responsibility.

This part of the property was purportedly annexed into the Community by the Fourth Supplemental CCRs. Under the Fourth Supplemental CCRs, the storm drains on that property were designed as Limited Common Elements. The HOA is responsible for maintaining the limited common elements, but the owners of any lots with storm drain grates are responsible for keeping the inlets free from debris. These obligations, and the obligations in the Amended and Restated CCRs, may not be enforceable if the properties were not properly added to the Community, as discussed above, leaving these obligations with Conquest.

Red Rocks Homes Filing 4

Conquest is responsible for drainage maintenance on the area surrounding Red Vale Court (Red Rocks Homes Filing 4). That area was platted as Lots 1-12 Block 5 and Tract V in the 2008 Red Rocks Valley Plat. As such, the 2009 Stormwater Agreement for the Red Rocks Valley Subdivision applies to that property. The 2020 Stormwater Agreement also applies to Red Rocks Homes Filing 4. Both of the Stormwater Agreements obligate the current landowners to maintain any drainage facilities installed there as part of the subdivision process. Conquest currently owns all of Red Rocks Homes Filing 4 (except Red Vale Court itself), and is bound by the Stormwater Agreements.

[4] We are suspicious that the conveyance of Tracts H and I to the HOA may have been improper/ineffective. In that event, Conquest may be responsible for any storm drainage facilities located on those tracts. Our investigation also revealed a recorded memorandum of a Development Improvement Agreement between Conquest and the City related to Filing 3 which evidently has not been released. That agreement may place additional obligations on Conquest.

While Red Vale Ct. itself was conveyed to the HOA with the initial phase, unlike other areas addressed in this memorandum, there is no suggestion that Red Rocks Homes Filing 4 is part of the Community, so the CCRs' allocation of drainage maintenance responsibilities does not apply in that area. As with the other private streets, it appears from construction plans that storm drainage facilities are not located in the streets themselves but are on the adjacent lots. Moreover, while a prior developer and Conquest both generally conveyed all drainage easements on this part of the property to the HOA in 2021, there were no drainage easements shown on the relevant plat (Red Rocks Patio Homes) in this particular area at that time. Thus, the HOA does not appear to have obligations as the benefitted owner of any express drainage easements on that portion of the property. On the other hand, uphill landowners do benefit from natural drainage easements across downhill properties under Colorado law, and may discharge water across those properties so long as water is not "sent down in a manner or quantity causing more harm than it formerly had done." *See Hoff v. Ehrlich*, 511 P.2d 523, 525 (Colo. App. 1973). As such, uphill owners have a continued right to discharge water across Red Rocks Homes Filing 4.

Conclusions

To summarize the above discussion, it is our conclusion based on the information we have reviewed to date that the following parties are responsible for the maintenance of the following areas. To the extent that flood waters moved from those areas to any other area as a result of improper maintenance and caused damage, the party with maintenance responsibility would be responsible.

Location	**Responsible Party**	**Notes**
Drainage Tracts	HOA	Unclear whether these facilities were overwhelmed as a result of improper maintenance
North Driveway	Lots 8 and 9, Block 2	Only an issue to the extent that design or maintenance of these facilities interfered with the performance of the HOA's drainage facilities
South Driveway	Lots 4, 5 and 6, Block 2	Same as North Driveway

Red Rocks Homes Filing 3	Conquests and third-party lot owners	Conveyance of Tracts H and I, and designation of storm drain facilities as "limited common elements" subject to HOA maintenance is problematic
Rock Knoll Ct.	HOA	No storm drain facilities appear to be located here
Red Rocks Homes Filing 4	Conquest	
Red Vale Ct.	HOA	No storm drain facilities appear to be located here

Rolland Consulting Engineers, LLC

405 RIDGES BOULEVARD, SUITE A
GRAND JUNCTION, COLORADO 81507
Phone: (970) 243-8300 • Fax (970) 241-1273

September 11, 2025

Conquest Construction
Attn: Darren Caldwell
1111 South 12th Street
Grand Junction, CO 81501

Re: Trail Ridge Rd. Drainage Review

On September 9, 2025, we walked Trail Ridge Rd, Red Vale Ct and Rocky Knoll Ct to review drainage conditions and the aftermath of a large rain event from the previous Thursday. It was evident that some of the worst damage encountered in Red Vale and Rocky Knoll Ct. came from the stormwater either overtopping Trail Ridge Road near the driveway to 2295 and 2297 Trail Ridge Road and the driveway to 2287, 2289 and 2291 Trail Ridge Road or stormwater backing up through the storm drain system into the low end of Red Vale Court. The shared and private driveways crossing the wash along Trail Ridge Road that have only 15" or 18" culverts were designed as "low water" crossings with a low point about 12" below the sidewalk adjoining Trail Ridge Road. This design allows excess flows to overtop or flow over the driveways and back into the channel on the other side. The driveway to 2295 and 2297 Trail Ridge Road was not constructed according to the original design. The original design detailed a low point, 10 feet wide and 12" below the adjacent sidewalk. The actual driveway was built with a slope increasing from the sidewalk, without a low-point. This caused water to back up more than originally intended and with the large flows from that event, stormwater flowed over Trail Ridge Road. The water level in Red Vale Ct. was likely 1-foot higher than it would have been if the low-point was constructed in the 2295/2297 Driveway. Without checking grades by survey level, it appears the driveway to 2287, 2289 and 2291 Trail Ridge Road was constructed according to the original design, but this design was unlike the others by having the low-point only about 4" to 5" below the sidewalk.

I recommend that these two driveways be re-constructed to better allow for stormwater to flow over a "low-water" crossing. The driveway to 2295 and 2297 Trail Ridge Road should be constructed as originally designed. The driveway to 2287, 2289 and 2291 Trail Ridge Road should be lowered 7" to 8" with a 10-ft flat section, so that is also 12" below the sidewalk. I also recommend the removal accumulated silt and debris in the channel and basin upstream of Boulder Road. In areas where silt has been deposited in the channel along Trail Ridge Road, the flowline of the channel should be excavated, up to 4-feet wide, to original grades or enough to remove accumulated silt. This may require the removal of vegetation in the center of the channel. The rock check dams should be re-

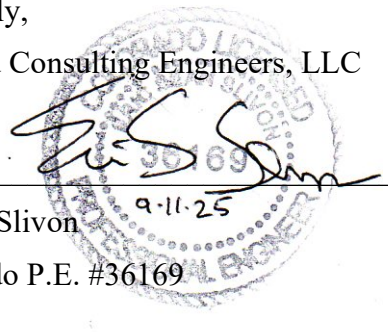
established and all silt removed on the upstream side. Besides the rock check dams, angular rock, 12” to 18” in diameter should be placed on both side of the shared and private driveways and into the channel for a distance of 10 feet according to the detail in the original plans (see last detail attached to this letter). Placing 6” cobble rock for this purpose would not be appropriate, since it will likely wash away and cause extensive erosion to re-occur during over-topping events. Maintenance to remove accumulated silt upstream of the check dams should occur yearly and the silt from the main channel and basin upstream of Boulder Rd may be needed every 2 to 5 years.

For more information refer to the original design plans, titled *Red Rocks Valley Phase 1, June 2008, prepared by LanDesign Consulting Engineers* and *Final Drainage Report Addendum 1 Red Rocks Subdivision,* prepared by River City Consultants, dated September 26, 2013.

Details for the Shared and Private driveways from the original LanDesign construction plans are included with this letter.

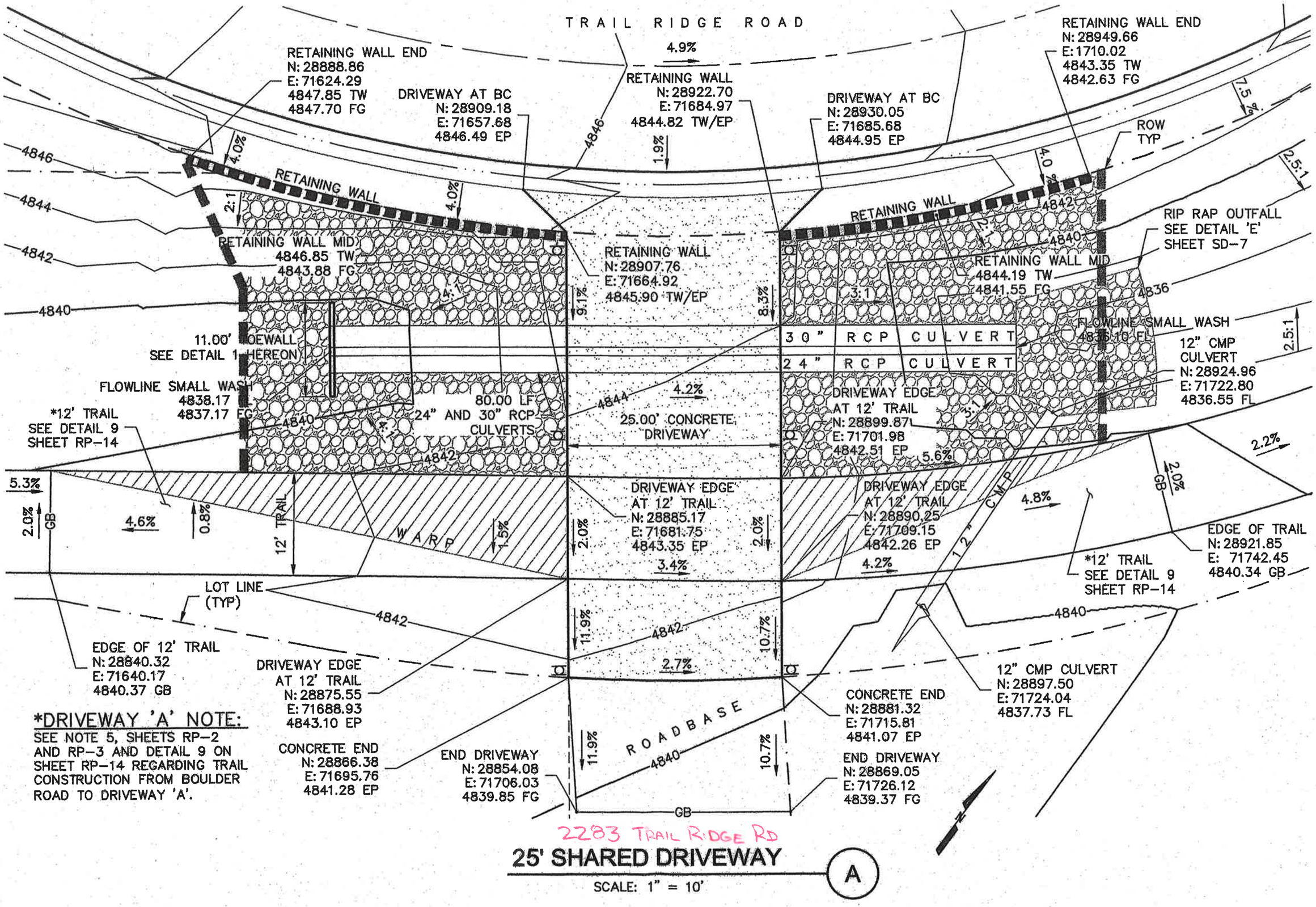
Sincerely,

Rolland Consulting Engineers, LLC



Eric S. Slivon

Colorado P.E. #36169



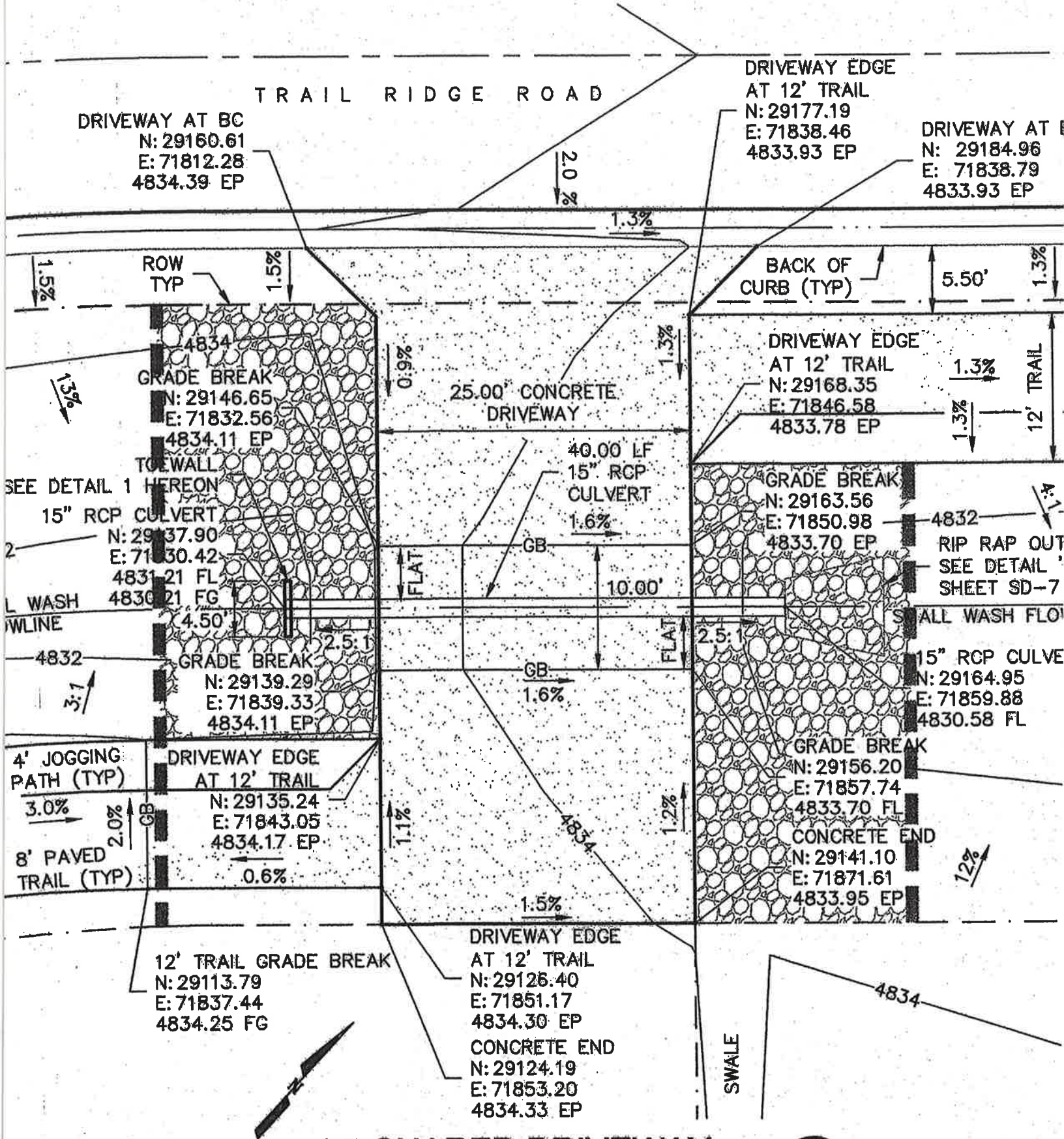
*DRIVEWAY 'A' NOTE:
SEE NOTE 5, SHEETS RP-2 AND RP-3 AND DETAIL 9 ON SHEET RP-14 REGARDING TRAIL CONSTRUCTION FROM BOULDER ROAD TO DRIVEWAY 'A'.

2283 TRAIL RIDGE RD

25' SHARED DRIVEWAY

SCALE: 1" = 10'

A

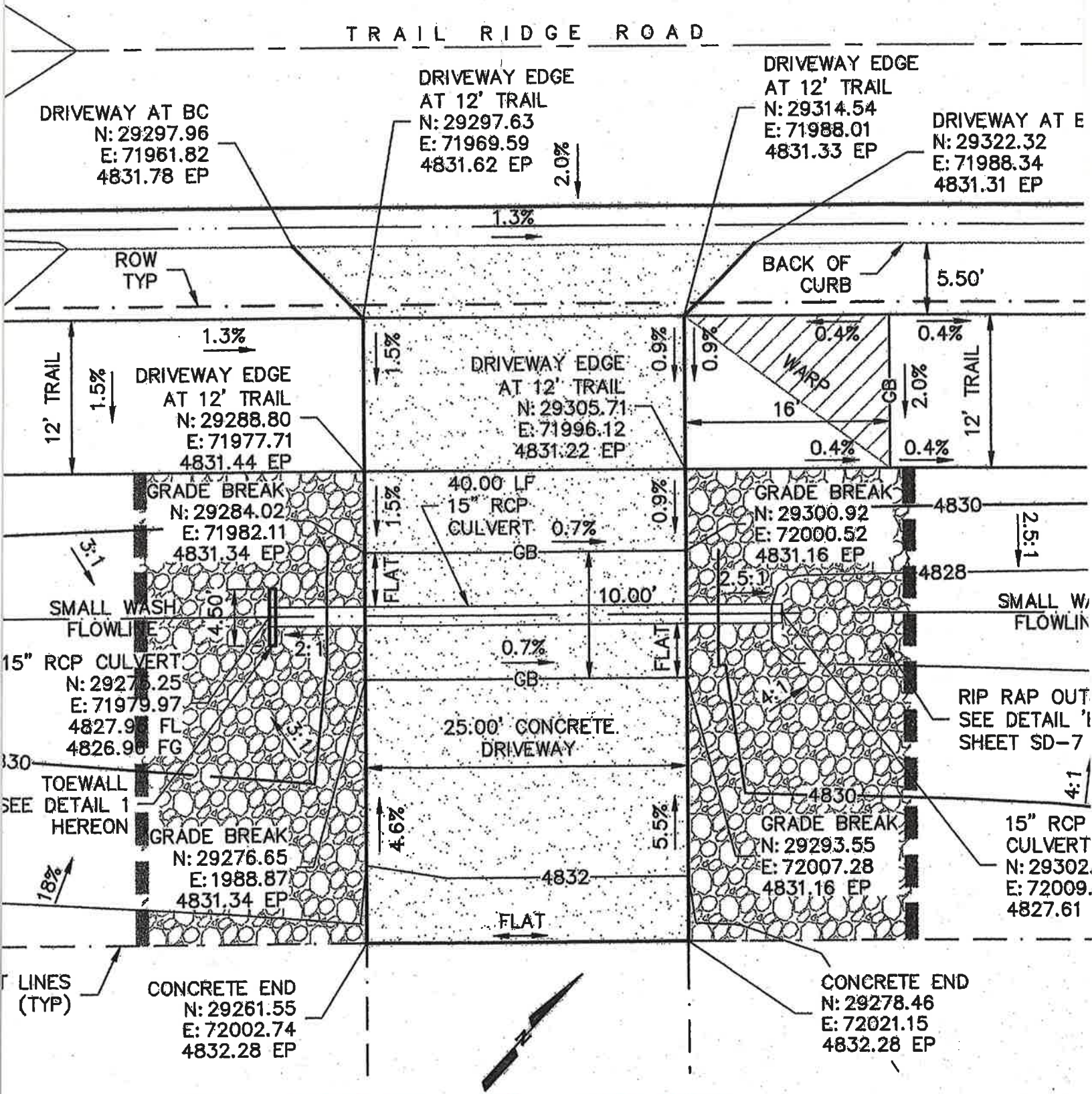


25' SHARED DRIVEWAY

B

SCALE: 1" = 10'

2285 TRAIL RIDGE RD

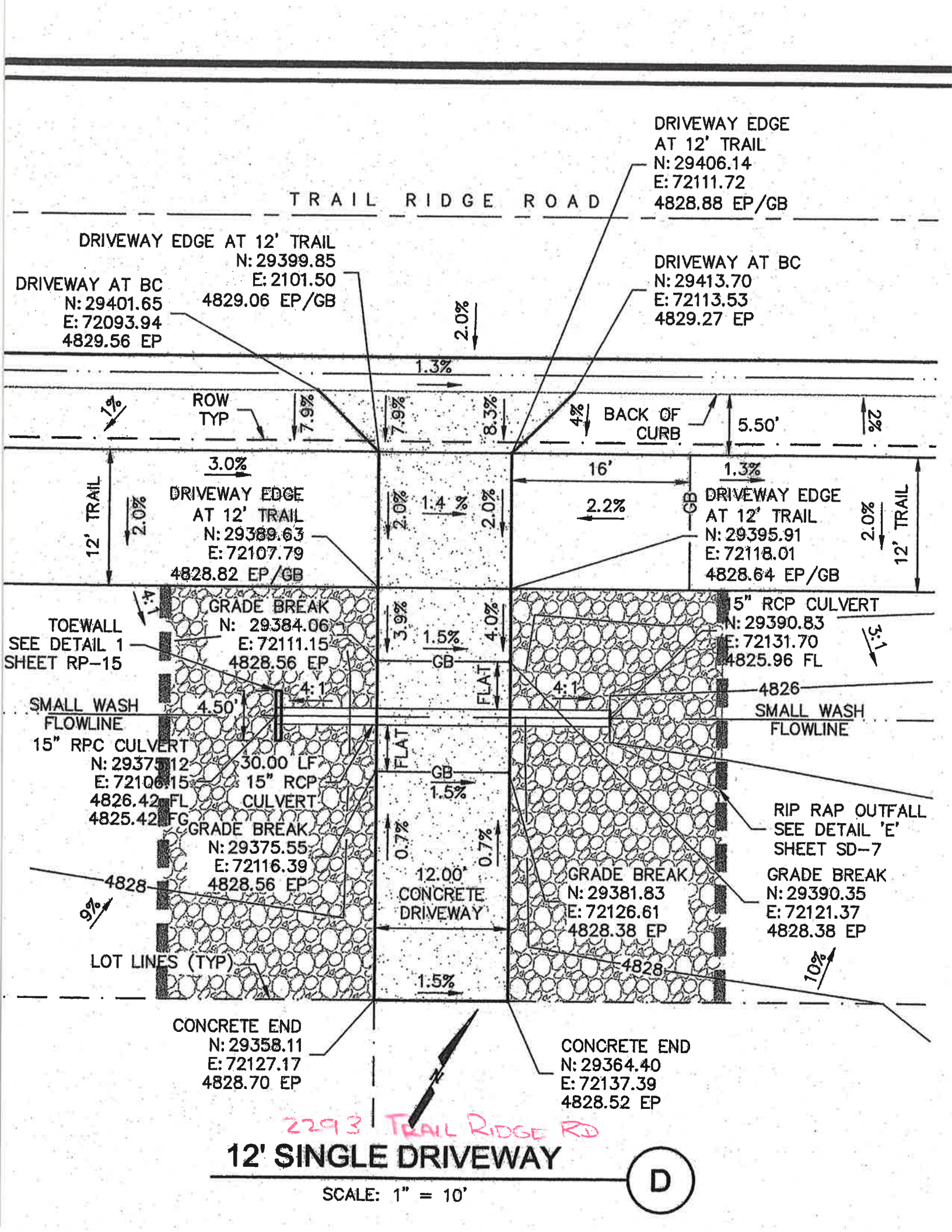


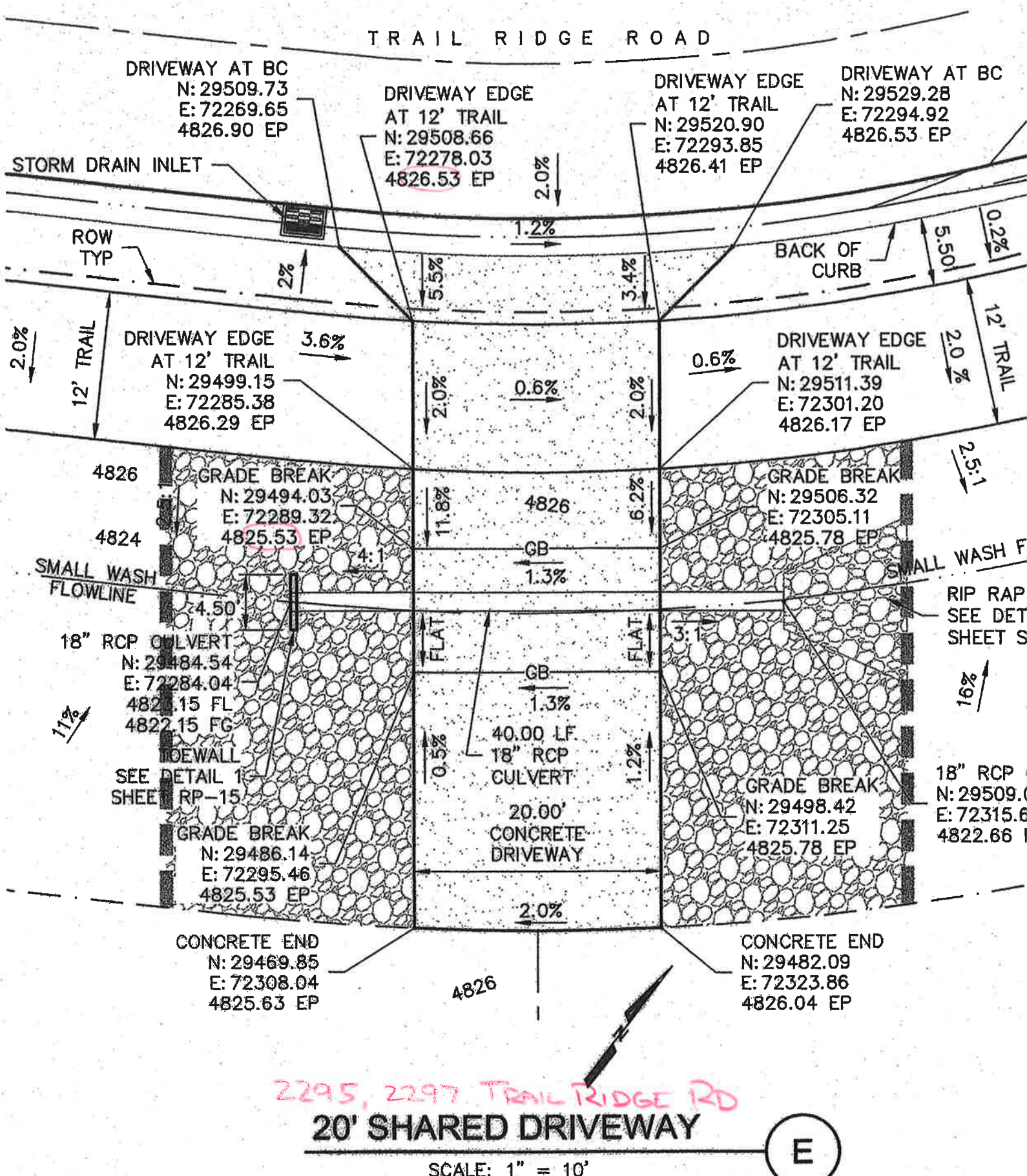
2287, 2289, 2291 TRAIL RIDGE RD

25' SHARED DRIVEWAY

C

SCALE: 1" = 10'


TRAIL RIDGE ROAD
DRIVEWAY EDGE AT 12' TRAIL
N: 29406.14
E: 72111.72
4828.88 EP/GB
DRIVEWAY EDGE AT 12' TRAIL
N: 29399.85
E: 2101.50
4829.06 EP/GB
DRIVEWAY AT BC
N: 29401.65
E: 72093.94
4829.56 EP
DRIVEWAY AT BC
N: 29413.70
E: 72113.53
4829.27 EP
2.0%
1.3%
1%
ROW TYP
7.9%
7.9%
8.3%
4%
BACK OF CURB
5.50'
2%
12' TRAIL
2.0%
3.0%
DRIVEWAY EDGE AT 12' TRAIL
N: 29389.63
E: 72107.79
4828.82 EP/GB
2.0%
1.4 %
2.0%
16'
2.2%
GB
1.3%
DRIVEWAY EDGE AT 12' TRAIL
N: 29395.91
E: 72118.01
4828.64 EP/GB
2.0%
12' TRAIL
4:1
GRADE BREAK
N: 29384.06
E: 72111.15
4828.56 EP
3.9%
1.5%
GB
4.0%
FLAT
15" RCP CULVERT
N: 29390.83
E: 72131.70
4825.96 FL
3:1
TOEWALL
SEE DETAIL 1
SHEET RP-15
4:1
4.50'
4:1
4826
SMALL WASH FLOWLINE
SMALL WASH FLOWLINE
15" RPC CULVERT
N: 29375.12
E: 72106.15
4826.42 FL
4825.42 FG
30.00 LF
15" RCP
CULVERT
FLAT
GB
1.5%
RIP RAP OUTFALL
SEE DETAIL 'E'
SHEET SD-7
GRADE BREAK
N: 29375.55
E: 72116.39
4828.56 EP
0.7%
0.7%
12.00'
CONCRETE
DRIVEWAY
GRADE BREAK
N: 29381.83
E: 72126.61
4828.38 EP
GRADE BREAK
N: 29390.35
E: 72121.37
4828.38 EP
4828
9%
10%
LOT LINES (TYP)
1.5%
4828
CONCRETE END
N: 29358.11
E: 72127.17
4828.70 EP
CONCRETE END
N: 29364.40
E: 72137.39
4828.52 EP
2293 TRAIL RIDGE RD
12' SINGLE DRIVEWAY
SCALE: 1" = 10'
D



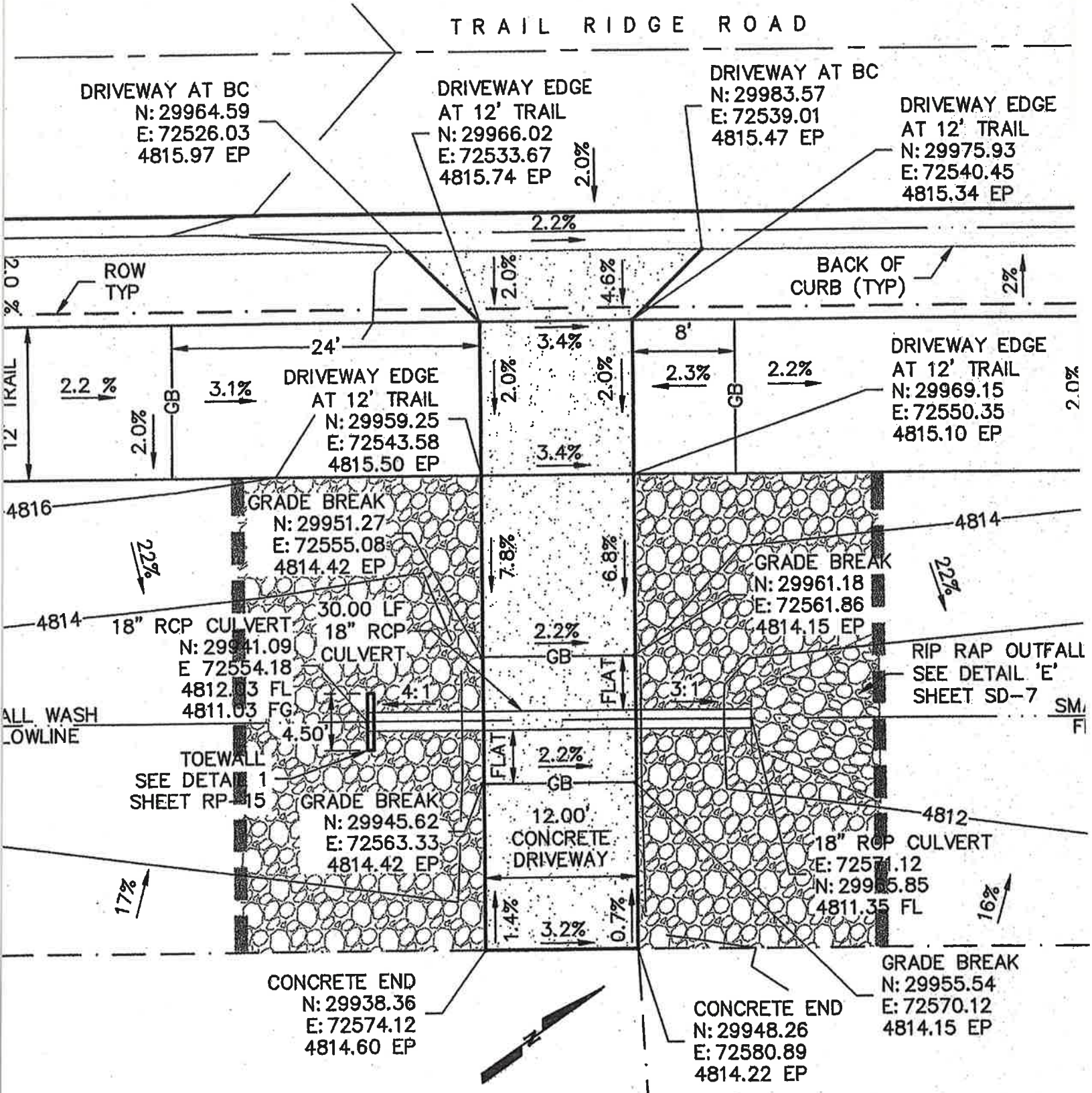
2295, 2297 TRAIL RIDGE RD

20' SHARED DRIVEWAY

SCALE: 1" = 10'

E

ONTOUR (2 FOOT)

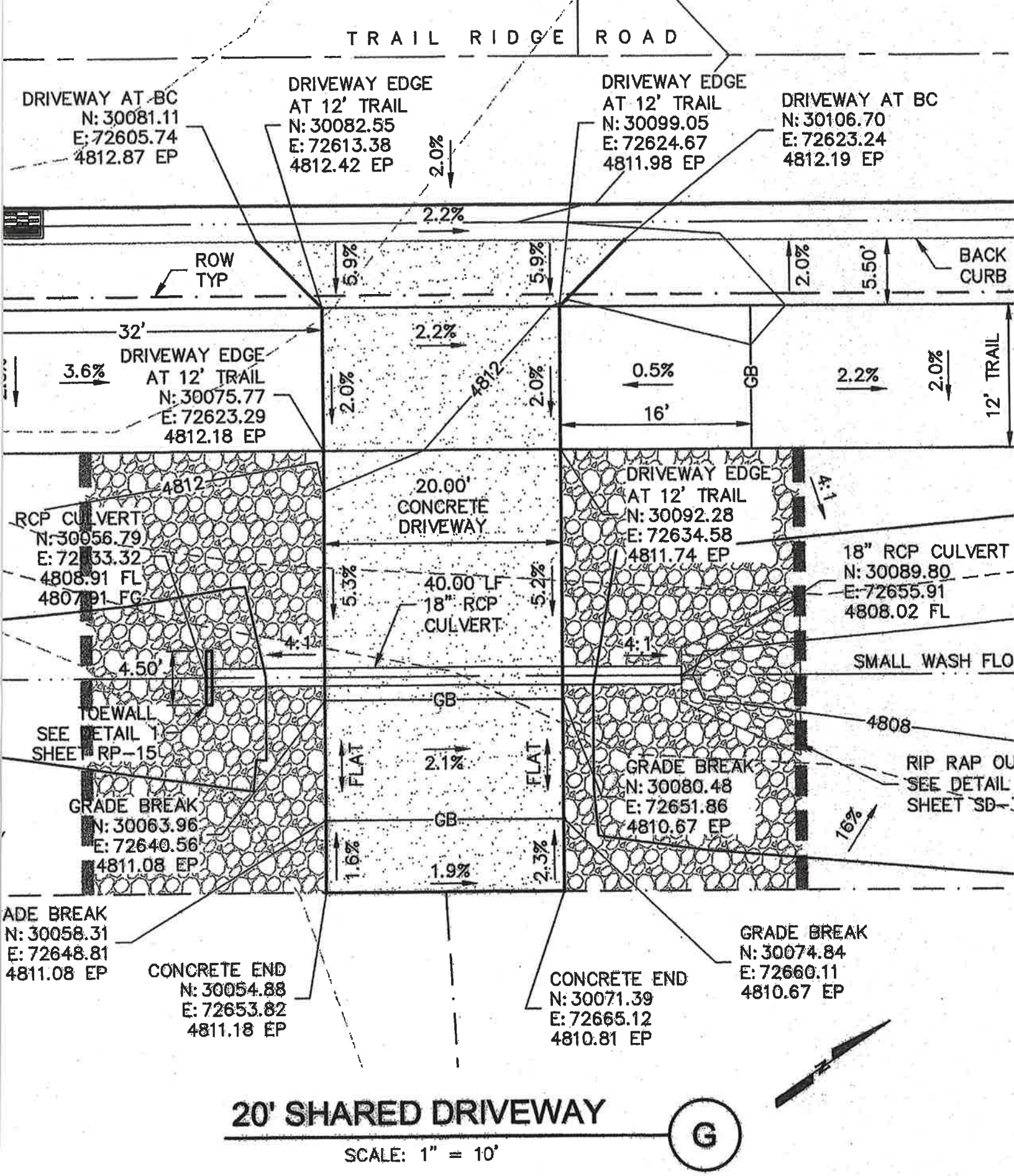


12' SINGLE DRIVEWAY

F

SCALE: 1" = 10'

2309 TRAIL RIDGE RD

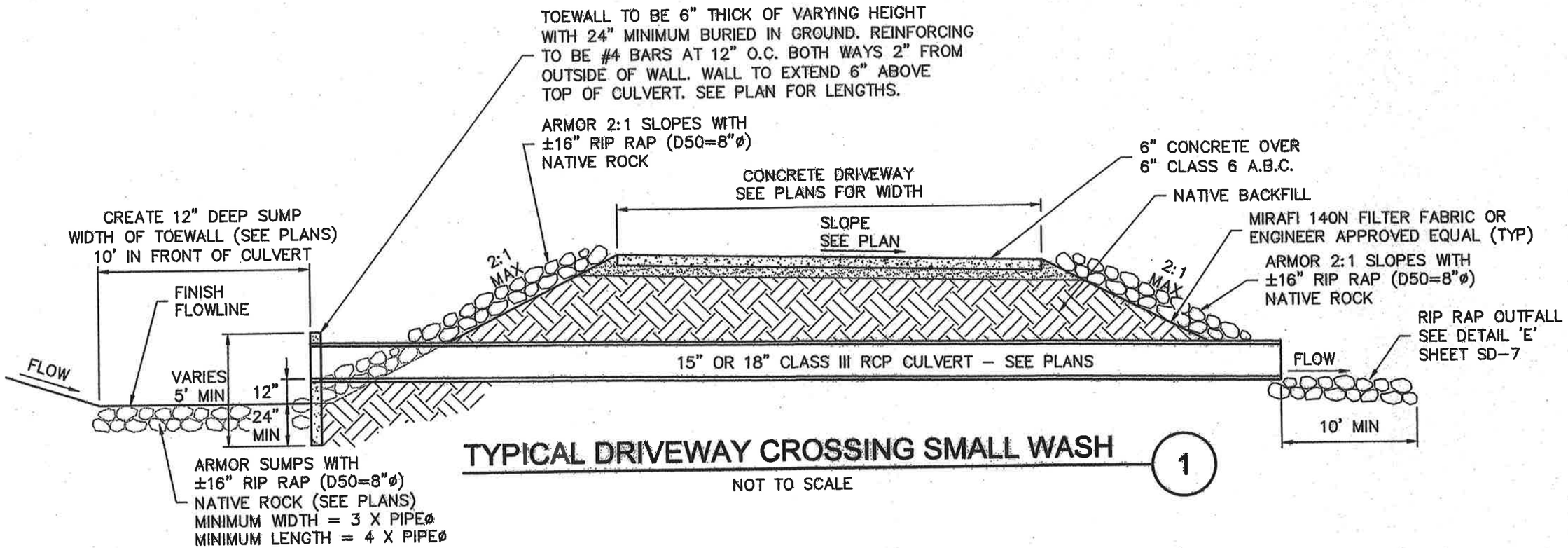


20' SHARED DRIVEWAY

G

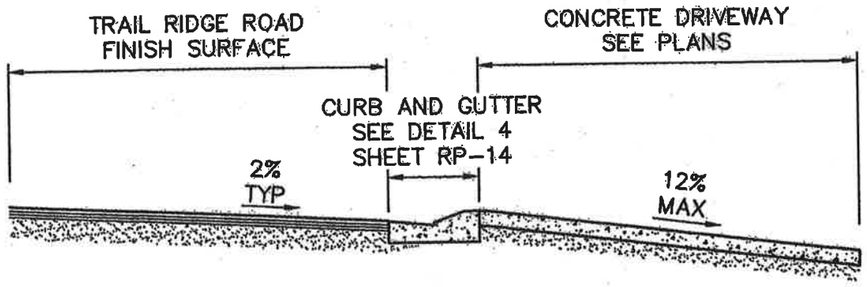
SCALE: 1" = 10'

2311, 2313 TRAIL RIDGE RD



TYPICAL DRIVEWAY CROSSING SMALL WASH — 1

NOT TO SCALE



TYPICAL DRIVEWAY ENTRANCE SECTION — 2

SCALE: 1" = 5'

MONUMENT VALLEY SUBDIVISION
OF PARCELS LOCATED IN
SECTIONS 19, 29, & 30,
T1S, R1W, UTE MERIDIAN

DEDICATION

That the undersigned Eugene B Fletcher, Inc , a California Corporation, are the owners of that real property situated in parts of Sections 19, 29, & 30, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows Book 981, Page 524 and Book 1491, Page 584

Commencing at the West Quarter Corner of Section 19, Township 1 South, Range 1 West of the Ute Meridian, whence the Southwest Corner of said Section 19 bears South 00 degrees 05 minutes 00 seconds West, a distance of 2576 54 feet for a basis of bearing with all bearings contained herein relative thereto, thence North 89 degrees 49 minutes 59 seconds East, a distance of 30 00 feet to a point on the East right-of-way line of South Camp Road as described in Book 676, Page 485, for the POINT OF BEGINNING, thence along said East right-of-way line North 00 degrees 04 minutes 49 seconds East, a distance of 2574 00 feet to a point on the North Section line of Section 19, thence along said North section line of Section 19 North 89 degrees 40 minutes 27 seconds East, a distance of 420 00 feet, thence South 00 degrees 24 minutes 04 seconds East, a distance of 799 37 feet, thence North 89 degrees 36 minutes 21 seconds East, a distance of 300 00 feet, thence South 33 degrees 15 minutes 18 seconds East, a distance of 972 34 feet, thence South 00 degrees 11 minutes 43 seconds East, a distance of 962 30 feet to a point on the North line of the SW1/4 of said Section 19, thence North 89 degrees 49 minutes 59 seconds East, a distance of 1285 53 feet to the Center 1/4 corner of said Section 19, thence North 89 degrees 49 minutes 14 seconds East, a distance of 1300 37 feet to the Northwest corner of the NE1/4 SE1/4 of said Section 19, thence North 89 degrees 49 minutes 14 seconds East, a distance of 1300 19 feet to the East Quarter corner of said Section 19, thence South 30 degrees 13 minutes 01 seconds West, a distance of 471 17 feet, thence South 15 degrees 13 minutes 34 seconds West, a distance of 1021 90 feet, thence South 00 degrees 13 minutes 34 seconds West, a distance of 325 00 feet, thence South 89 degrees 46 minutes 26 seconds East, a distance of 500 00 feet to a point on the East line of the SE1/4 SE1/4 of said Section 19, thence South 00 degrees 13 minutes 34 seconds West, a distance of 896 97 feet to the Southeast corner of said Section 19, thence South 89 degrees 56 minutes 43 seconds West, a distance of 1232 51 feet to the Northwest corner of the NE1/4 NE1/4 of Section 30, T1S, R1W of the Ute Meridian, thence South 00 degrees 00 minutes 43 seconds West, a distance of 1304 35 feet to the Southwest corner of the said NE1/4 NE1/4 of said Section 30, thence South 89 degrees 48 minutes 22 seconds East, a distance of 1323 21 feet to the Southeast corner of the said NE1/4 NE1/4 of Section 30, thence South 89 degrees 34 minutes 14 seconds East, along the South line of the NW1/4 NW1/4 of Section 29, T1S, R1W of the Ute Meridian, a distance of 840 57 feet, to a point on the centerline of Monument Road, thence following the said centerline of Monument Road the following two (2) courses (1) along the arc of a non-tangent curve to the left having a delta angle of 20 degrees 26 minutes 48 seconds, with a radius of 842 22 feet, an arc length of 300 55 feet, a chord bearing of South 45 degrees 16 minutes 07 seconds West, and a chord length of 298 96 feet, (2) thence South 35 degrees 02 minutes 43 seconds West, a distance of 134 60 feet, thence leaving said centerline of Monument Road North 54 degrees 57 minutes 10 seconds West, a distance of 30 00 feet to a point on the Northwesterly right-of-way line of Monument Road as described in Book 603, Page 523, thence along the arc of a non-tangent curve to the right having a delta angle of 08 degrees 18 minutes 36 seconds, with a radius of 2834 79 feet, an arc length of 411 15 feet, a chord bearing of South 39 degrees 12 minutes 08 seconds West, and a chord length of 410 79 feet to a point on the Northerly right-of-way line of South Camp Road, as described in Book 997, Pages 945 and 946, thence along said Northerly right-of-way line the following fourteen (14) courses (1) North 46 degrees 09 minutes 45 seconds West, a distance of 25 03 feet, (2) thence along the arc of a curve to the left having a delta angle of 31 degrees 57 minutes 31 seconds, with a radius of 766 20 feet, an arc length of 427 38 feet, a chord bearing of North 62 degrees 08 minutes 31 seconds West, and a chord length of 421 86 feet, (3) thence North 78 degrees 07 minutes 16 seconds West, a distance of 1429 89 feet, (4) thence along the arc of a curve to the right having a delta angle of 37 degrees 47 minutes 00 seconds, with a radius of 904 93 feet, an arc length of 596 75 feet, a chord bearing of North 59 degrees 13 minutes 46 seconds West, and a chord length of 585 99 feet, (5) thence North 40 degrees 20 minutes 16 seconds West, a distance of 457 15 feet, (6) thence along the arc of a curve to the right having a delta angle of 43 degrees 28 minutes 20 seconds, with a radius of 904 93 feet, an arc length of 686 60 feet, a chord bearing of North 18 degrees 36 minutes 06 seconds West, and a chord length of 670.25 feet, (7) thence North 03 degrees 08 minutes 04 seconds East, a distance of 429 95 feet, (8) thence along the arc of a curve to the left having a delta angle of 36 minutes 07 minutes 20 seconds, with a radius of 1004 93 feet, an arc length of 633 56 feet, a chord bearing of North 14 degrees 55 minutes 36 seconds West, and a chord length of 623 12 feet, (9) thence North 32 degrees 59 minutes 16 seconds West, a distance of 45 59 feet, (10) thence along the arc of a curve to the left having a delta angle of 35 degrees 05 minutes 00 seconds, with a radius of 1004 93 feet, an arc length of 615 34 feet, a chord bearing of North 50 degrees 31 minutes 46 seconds West, and a chord length of 605 77 feet, (11) thence North 68 degrees 04 minutes 16 seconds West, a distance of 1200 25 feet, (12) thence along the arc of a curve to the right having a delta angle of 14 degrees 21 minutes 40 seconds, with a radius of 904 93 feet, an arc length of 226 82 feet, a chord bearing of North 60 degrees 53 minutes 26 seconds West, and a chord length of 226 23 feet, (13) thence North 53 degrees 42 minutes 36 seconds West, a distance of 573 66 feet, (14) thence along the arc of a curve to the right having a delta angle of 41 degrees 23 minutes 14 seconds, with a radius of 666 20 feet, an arc length of 481 22 feet, a chord bearing of North 33 degrees 00 minutes 52 seconds West, and a chord length of 470 83 feet, thence South 89 degrees 49 minutes 59 seconds West, a distance of 35 58 feet to the POINT OF BEGINNING

Said parcel containing an area of 296 541 Acres, as described

Owners hereby declare there are no lienholders to herein described real property

That said owners have caused the said real property to be laid out and surveyed as Monument Valley Subdivision, a subdivision of a part of Mesa County, Colorado That said owners do hereby dedicate and set apart all of the streets and roads as shown on the accompanying plat to the use of the public forever, and hereby dedicates to the Public Utilities those portions of said real property which are labeled as multipurpose and utility easements on the accompanying plat as easements for the installation and maintenance of such utilities as telephone and electric lines, poles and cables, storm and sanitary sewer mains, gas pipe lines, and also those portions of said real property which are labeled as irrigation and drainage facilities, with further right of ingress and egress to and from the above described utility easements Such easements and rights shall be used in a reasonable and prudent manner

IN WITNESS WHEREOF, said owners, have caused their names to be hereunto subscribed this 4 day of September, A D , 1998

by Claire M. Fletcher, President
for Eugene B Fletcher, Inc , a California Corp
Claire M Fletcher, President

by David L. Fletcher
for Eugene B Fletcher, Inc , a California Corp
David L Fletcher, Vice President

NOTARY PUBLIC CERTIFICATION

STATE OF California
COUNTY OF San Diego } ss

The foregoing instrument was acknowledged before me by Claire M Fletcher, President of Eugene B Fletcher, Inc , a Colorado Corporation this 4th day of Sept , A D , 1998

Witness my hand and official seal

Janet Palmer
Notary Public

My Commission Expires Aug 8, 2000

JANET PALMER
COMM 1108024
NOTARY PUBLIC CALIFORNIA
SAN DIEGO COUNTY
My Comm Expires Aug 8 2000

NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO
COUNTY OF MESA } ss

The foregoing instrument was acknowledged before me by David L Fletcher, Vice President of Eugene B Fletcher, Inc , a Colorado Corporation this 8th day of September, A D , 1998

Witness my hand and official seal

Teresa L Cooper
Notary Public

My Commission Expires 8/27/2001

TERESA L COOPER NOTARY PUBLIC STATE OF COLORADO

COUNTY PLANNING COMMISSION CERTIFICATE

Approved this 14th day of SEPTEMBER, A D , 1998, by the County Planning Commission of the County of Mesa, State of Colorado

Chairman

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

Approved this 16th day of September, A D , 1998, by the Board of County Commissioners of the County of Mesa, State of Colorado

Chairman James R. Baughman

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO
COUNTY OF MESA } ss

I hereby certify that this instrument was filed in my office at 3:36 o'clock P M , September 18, A D , 1998, and was duly recorded in Plat Book 16, Page No 270 Reception No 1865256 Drawer No FF 161 Fees $20.00 1 sc

Monika Todd
Clerk and Recorder

By Carol Linke
Deputy

GENERAL NOTES

Easement and Title Information provided by First American Title Company, Policy No 00128984

Basis of bearings is the West line of the SW1/4 of Section 19 that bears South 00°05'00" East, a distance of 2576 54 feet, as shown on th Subdivision Plat of Monument Valley, Filing No Five, as recorded in Plat Book 14, Pages 212 through 214 Both monuments on this line are as shown on the face of this plat

Note Property corners located during this survey that were within 0 25 feet of the calculated point were accepted as being "in position"

The Declaration of Covenants and Restrictions are recorded in Book 2484, Pages 374 through 379, Mesa County Records

SURVEYOR'S CERTIFICATION

I hereby certify that this plat of MONUMENT VALLEY SUBDIVISION and the survey thereof were completed under my direct supervision, and that both have been completed according to the standards of practice and the laws of the State of Colorado, and are correct to the best of my knowledge

Certified this 8 day of Sept , 1998

PATRICK R GREEN
COLORADO REGISTERED SURVEYOR
P L S No 17485

Located in the Sections 19, 20, 29, & 30, T1S, R1W, UTE M

MONUMENT VALLEY SUBDIVISION
Parts of Section 19, 29, & 30
T1S, R1W, UTE MERIDIAN
MESA COUNTY, CO

LANDesign
ENGINEERS • SURVEYORS • PLANNERS
259 GRAND AVENUE
GRAND JUNCTION, COLORADO 81501 (970) 245-4099

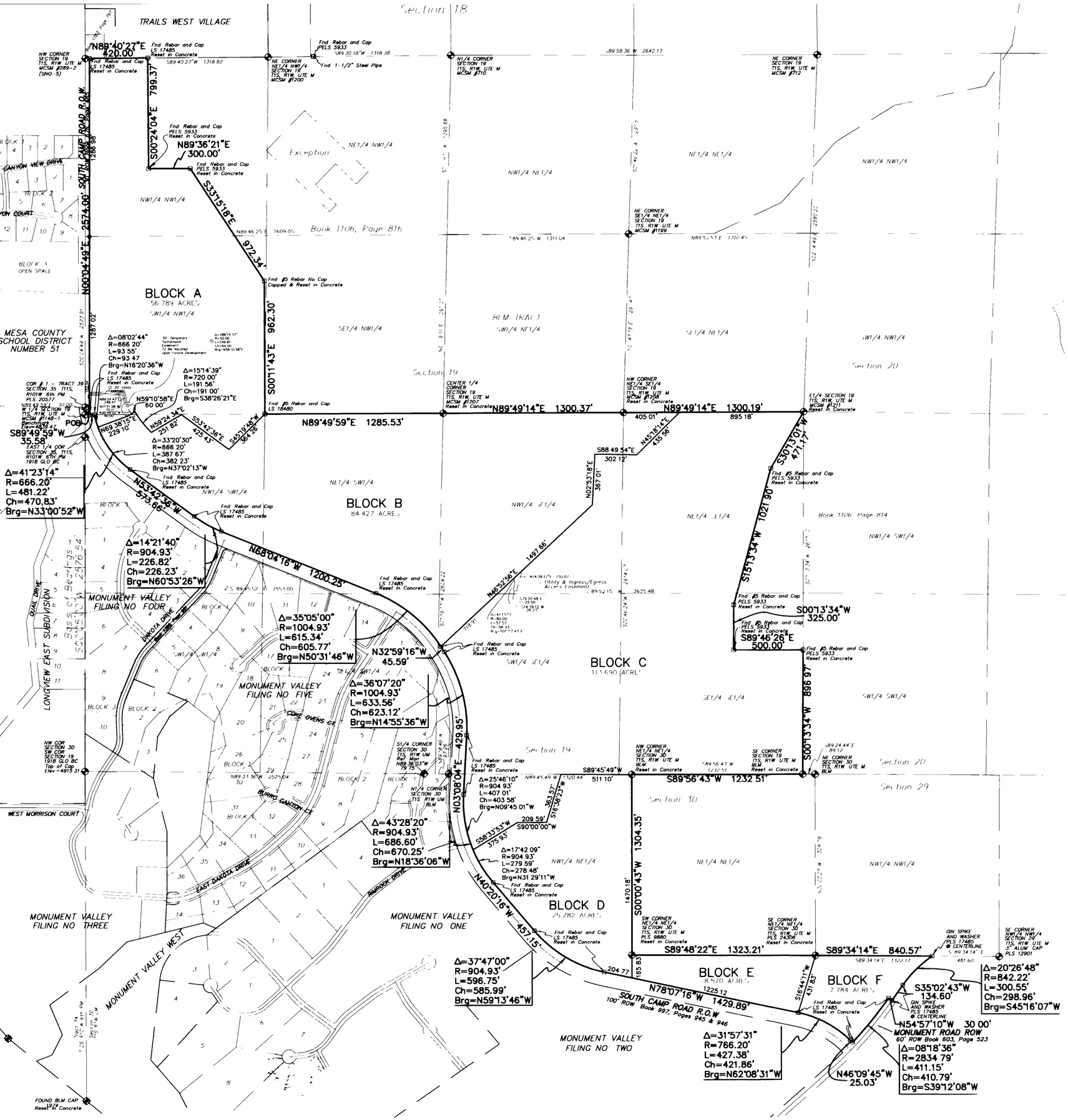
PROJECT NO 97119	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE March, 1998	LED	RSK		1	2

NOTICE ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON

Exhibit B

01209701.tif

MONUMENT VALLEY SUBDIVISION



SCALE 1"=400'

400 200 0 400

LEGEND

- ◆ ALIQUOT SURVEY MARKER
- o SET CENTERLINE MONUMENT PER COUNTY CODE
- • SET ALUMINUM CAP ON No 5 REBAR, PLS 17485 PER CRS-38-51-105, IN CONCRETE
- (R) RECORD MEASUREMENT
- □ FOUND REBAR, AS NOTED

ALUMINUM CAP ON No 5 REBAR AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS TO COMPLY WITH CRS-38-51-105

Benchmark
W1/4 Corner of Section 19, as established by GPS observation (BM Elev=4839 47) based on National Geodetic Survey Bench Mark Easter Hill (Elev = 4870 79)

GENERAL NOTES

Easement and Title Information provided by First American Title Company, Policy No 00128984

Basis of bearings is the West line of the SW1/4 of Section 19 that bears South 00°05'00" East, a distance of 2576 54 feet, as shown on th Subdivision Plat of Monument Valley, Filing No Five, as recorded in Plat Book 14, Pages 212 through 214 Both monuments on this line are as shown on the face of this plat

Note Property corners located during this survey that were within 0 25 feet of the calculated point were accepted as being "in position"

AREA SUMMARY

BLOCK A	=	56 777 Acres	19 15%
BLOCK B	=	84 429 Acres	28 46%
BLOCK C	=	113 690 Acres	38 34%
BLOCK D	=	25 282 Acres	8 53%
BLOCK E	=	8 570 Acres	2 89%
BLOCK F	=	7 784 Acres	2 63%
TOTAL	=	296 532 Acres	100 00%

SURVEYOR'S CERTIFICATION

I hereby certify that this plat of MONUMENT VALLEY SUBDIVISION and the survey thereof were completed under my direct supervision, and that both have been completed according to the standards of practice and the laws of the State of Colorado, and are correct to the best of my knowledge

Certified this 8 day of Sept, 1998

PATRICK R GREEN
COLORADO REGISTERED SURVEYOR
P L S No 17485

NOTICE ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON

Located in the Sections 19, 20, 29, & 30 T1S R1W UTE M

MONUMENT VALLEY SUBDIVISION
Parts of Section 19, 29, & 30
T1S, R1W, UTE MERIDIAN
MESA COUNTY, CO

LANDesign
ENGINEERS • SURVEYORS • PLANNERS
259 GRAND AVENUE
GRAND JUNCTION, COLORADO 81501 (970) 245-4099

PROJECT NO 97119	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE March 1998	LED	RSK		2	2

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RECEPTION #: 2461307, BK 4739 PG 346 10/10/2008 at 04:38:22 PM, 1 OF 12, R
$120.00 S $1.00 Doc Code: PLAT Janice Rich, Mesa County, CO CLERK AND RECORDER

RED ROCKS VALLEY

A REPLAT OF BLOCKS C & D, MONUMENT VALLEY SUBDIVISION (Plat Book 16, Pages 269-270) LOCATED IN THE SE1/4 SECTION 19 AND AND NE1/4 SECTION 30, T1S, R1W, UTE MERIDIAN CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That Redlands Valley Cache, LLC is the owner of that real property located in the Southeast Quarter Section 19 and the Northeast Quarter Section 30, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, as recorded in Book 4400 at Page 304, Mesa County Records, being more particularly described as follows:

All of Blocks "C" and "D", Monument Valley Subdivision, as recorded in Plat Book 16, Pages 269–270 of the Mesa County Records.

The above described parcel contains 138.972 Acres.

That said owners have by these presents laid out, platted, and subdivided the above described real property into lots, blocks, and tracts, as shown hereon, and designated the same as RED ROCKS VALLEY, a subdivision in the City of Grand Junction, Colorado, and hereby offers the following dedications and grants:

All streets, roads and Rights–of–Way are dedicated to the City of Grand Junction for the use of the public forever.

All Utility Easements are dedicated to the City of Grand Junction for the use of City–approved public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, equivalent other public utility providers and appurtenant facilities.

All Multi–Purpose Easements are dedicated to the City of Grand Junction for the use of City–approved public utilities and public providers as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All Drainage and Mitigation Easements and Tracts B, C, E, H, K and T are granted to the Red Rocks Valley Homeowners' Association for drainage and rock fall mitigation.

All Drainage and Mitigation Easements and Tracts B, C, E, H, K and T are dedicated to the City of Grand Junction as perpetual easements for the inspection, installation, operation, maintenance and repair of detention and drainage facilities and appurtenances thereto. The City of Grand Junction is dedicated reasonable ingress/egress access to the drainage/detention easement areas. The owner(s) and/or property owners' association, if one exists, is not relieved of its responsibility to inspect, install, operate, maintain, and repair the detention and drainage facilities.

All Irrigation Easements and Tracts G, L and U are granted to the Red Rocks Valley Homeowners' Association, hereby platted for the purpose of the Homeowners Association uses, including, but not limited to, IRRIGATION.

Tracts A, D, M, V, W, X and Y are granted to the Red Rocks Valley Homeowners' Association, hereby platted for the purpose of the Homeowners Association uses, including, but not limited to, Utility easements and PRIVATE OPEN SPACE. Tract J is granted to Redlands Valley Cache, LLC, for OPEN SPACE.

Tracts F, G, L and U are granted to the Red Rocks Valley Homeowners' Association, hereby platted for the purpose of the Homeowners Association uses as LANDSCAPE tracts, including, but not limited to, landscaping, fencing, signage, utilities, irrigation, and drainage.

Tracts O, P, R and S are granted to the Red Rocks Valley Homeowners' Association, hereby platted for the purpose of the Homeowners Association uses, including, but not limited to, Utility easements and PRIVATE DRIVES. All private street tracts are dedicated to the City of Grand Junction as perpetual easements for access for services and for enforcement of duly enacted parking regulations and restrictions.

All Private Trail Easements in Block 5 are granted to the Red Rocks Valley Homeowners' Association for private walkways.

A non–specific easement for Urban Trails in Tracts A, B, C, E, H, K and T is dedicated to the City of Grand Junction as a perpetual easement for ingress and egress access use by the public forever for construction, installing, maintaining and repairing a trail, and for purposes of walking, running, wheelchairs (motorized and nonmotorized), bicycling, and other nonmotorized forms of transportation for commuting and recreational purposes with or without pets accompanying them.

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

The owners do hereby state that all lienholders appear hereon.

IN WITNESS WHEREOF, said owner, Redlands Valley Cache, LLC, has caused their name to be hereunto subscribed this 29th day of September, A.D. 2008.

by: Sidney Squirrell (title) Managing Member
for: Redlands Valley Cache, LLC

NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO }ss
COUNTY OF MESA }

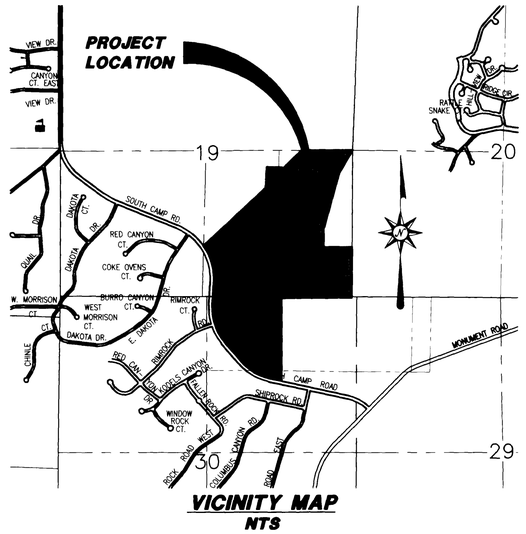
The foregoing instrument was acknowledged before me by Sid Squirrell for Redlands Valley Cache, LLC this 29th day of September, A.D. 2008. My commission expires: November 8, 2008
Witness my hand and official seal:

Notary Public

NOTARY PUBLIC STATE OF COLORADO

TRACT USE SUMMARY			
TRACT	USE SUMMARY	TRACT	USE SUMMARY
A	URBAN TRAIL/UTILITY	N	FUTURE DEVELOPMENT
B	DRAINAGE/UTILITY/URBAN TRAIL	O	PRIVATE ROAD
C	DRAINAGE/UTILITY/URBAN TRAIL	P	PRIVATE ROAD
D	OPEN SPACE	R	PRIVATE ROAD
E	DRAINAGE/UTILITY/URBAN TRAIL	S	PRIVATE ROAD
F	LANDSCAPE BUFFER	T	DRAINAGE/UTILITY/URBAN TRAIL
G	LANDSCAPE BUFFER/IRRIGATION	U	LANDSCAPE BUFFER/IRRIGATION
H	DRAINAGE/UTILITY/URBAN TRAIL	V	OPEN SPACE
J	OPEN SPACE	W	OPEN SPACE
K	DRAINAGE/UTILITY/URBAN TRAIL	X	OPEN SPACE
L	LANDSCAPE BUFFER/IRRIGATION	Y	OPEN SPACE
M	OPEN SPACE		

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



VICINITY MAP
NTS

LIENHOLDERS RATIFICATION OF PLAT

THE UNDERSIGNED, hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agrees that its security interest, which is recorded in Book 4400 at Page 317 of the Public Records of Mesa County, Colorado, shall be subordinated to the dedications shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its Executive VP, with the authority of its board of directors, this 1st day of October, A.D. 2008.

By: _____ Title: Executive VP
For: Alpine Bank

NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO }ss
COUNTY OF MESA }

The foregoing instrument was acknowledged before me by Aaron Miller (title) Ex. V.P for Alpine Bank this 1st day of October, A.D. 2008. My commission expires: _____
Witness my hand and official seal:

Notary Public

NOTARY PUBLIC WANDA L. SCHLEMMER STATE OF COLORADO
My Commission Expires 09/18/2012

LIENHOLDERS RATIFICATION OF PLAT

THE UNDERSIGNED, hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agrees that its security interest, which is recorded in Book 4400 at Page 303 of the Public Records of Mesa County, Colorado, shall be subordinated to the dedications shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its Vice-President, with the authority of its board of directors, this 26th day of September, A.D. 2008.

By: _____ Title: Vice-President
For: Sun View Development Company

NOTARY PUBLIC CERTIFICATION

STATE OF CALIFORNIA }
COUNTY OF SanDiego }

On September 26, 2008 before me, April Ham, Notary Public,
personally appeared David Lee Fletcher
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

APRIL COMM. # 1 NOTARY PUBLIC SAN DIEGO My Commission MAY 2,

TITLE CERTIFICATION

STATE OF COLORADO }ss
COUNTY OF MESA }

We, LAND TITLE GUARANTEE COMPANY, a title insurance company, as duly licensed in the state of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to REDLANDS VALLEY CACHE, LLC; that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights of way of record are shown hereon.

Date: OCTOBER 3, 2008 By: _____
Name And Title LAWRENCE D. VENT/EXAMINER
For: LAND TITLE GUARANTEE COMPANY
Name Of Title Company

GENERAL NOTES

The Declaration of Covenants and Restrictions are recorded at Book 4739, Page 365, Mesa County Records.

Basis of Bearings is the East line of the Northwest quarter of the Northeast quarter of Section 30, T1S, R1W, Ute Meridian, which bears North 00 degrees 00 minutes 13 seconds East, a distance of 1304.35 feet, established by observation of the MCGPS control network. Both monuments are shown on the face of this plat.

Note: Property corners located during this survey that were within ±0.25 feet of the calculated point were accepted as being "in position."

Easement and Title Information provided by Land Title Guaranty Company, Policy #GJF65005697*1, dated December 27, 2007.

Lots AA, BB, CC, as well as Block 7 and Tract N are potential areas for future development, which may be platted into residential lots through the City of Grand Junction development process.

Shared Driveway Easements are only for the use of the lots they serve directly. See the CC&Rs for more details regarding use.

Mitigation Easements are for the control of rock fall and drainage as addressed in the CC&Rs.

All patio homes in Block 5 must include an approved fire sprinkler system. The fire department must review the construction drawings for each patio home before a building permit is issued.

FOR CITY USE ONLY

Associated Recorded Documents

Book	Page	Type
4739	362	Private Street Maintenance Agreement
4739	364	Recording Memorandum
4739	413	Quit Claim Deed

CITY OF GRAND JUNCTION APPROVAL

This plat of RED ROCKS VALLEY, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted this 6 day of OCTOBER, A.D. 2008.

City Manager — Gregg Palmer, Mayor

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }ss
COUNTY OF MESA }

I certify that this instrument was filed in my office at 4:38 o'clock P M., on the 10th day of October, A.D. 2008, and was duly recorded in Book 4739, Page No. 346-357, Reception No. 2461307, Drawer No. GW-40, Fees: 120.00 1.00

By: Janice Rich, Clerk and Recorder — Ginny Baughman, Deputy

SURVEYOR'S CERTIFICATION

I, Patrick R. Green, do hereby certify that the accompanying plat of RED ROCKS VALLEY, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same. This plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and the applicable laws of the State of Colorado.

Certified this 3rd day of OCTOBER, A.D. 2008

FILE NO. FP2007–319

PATRICK R. GREEN
COLORADO REGISTERED SURVEYOR
P.L.S. No. 17485

RED ROCKS VALLEY
A REPLAT OF BLOCKS C & D, MONUMENT VALLEY SUBDIVISION, LOCATED IN THE SE1/4 SECTION 19 AND THE NE1/4 SECTION 30, T1S, R1W, UTE MERIDIAN CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

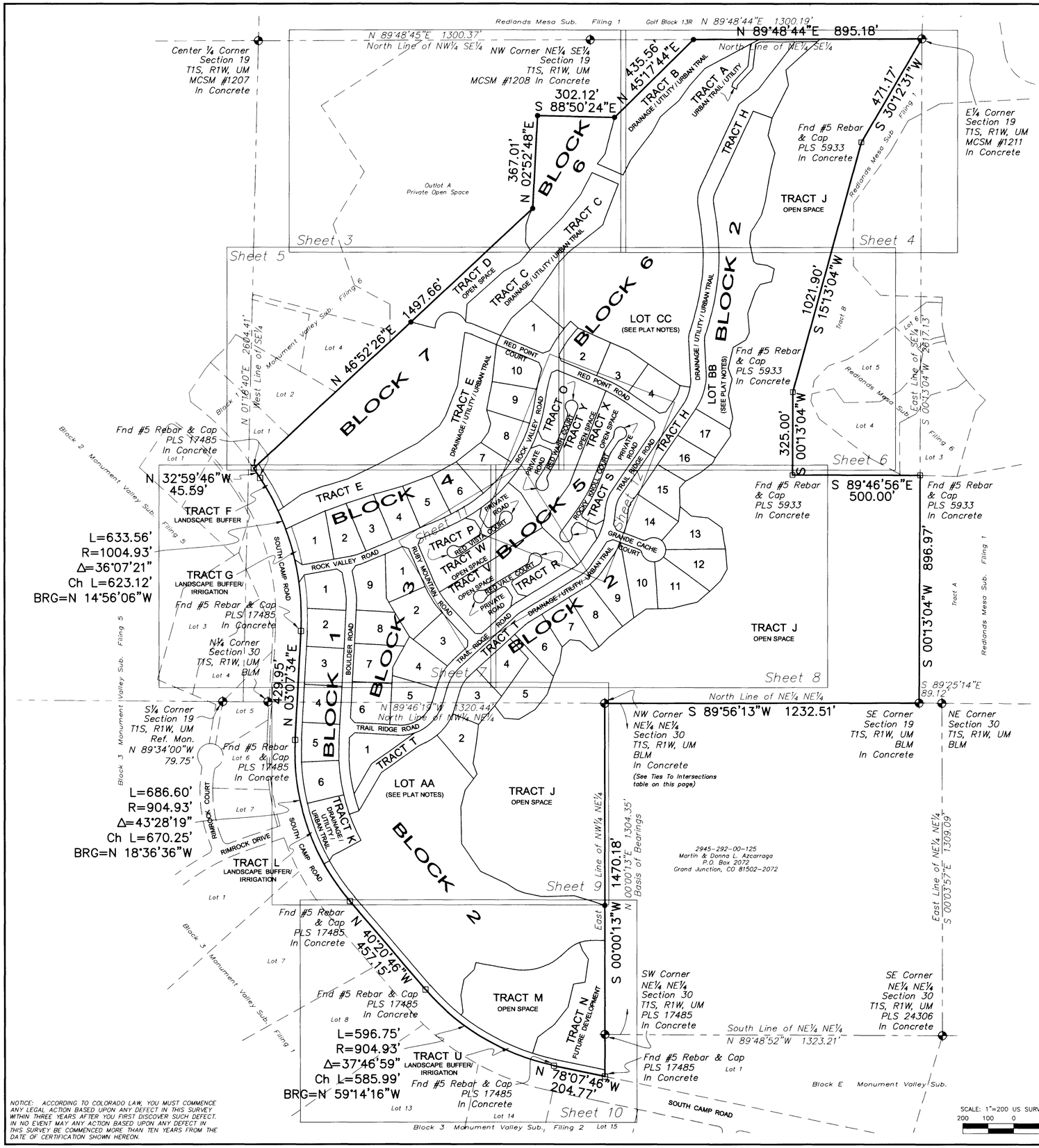
LANDesign
CONSULTING ENGINEERS
326 Main Street, Suite 100
GRAND JUNCTION, COLORADO 81501 (970) 245–4099

PROJ NO. 2005095.40	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: April, 2008	RAD/CCR	SLB	PRG	1	12

Exhibit C

S:\Dwgs\2005\2005-95 Red Rocks Valley SUB\2005095.40 Red Rocks Valley Phase 1 sep 19.dwg 9/19/08 13:47
LANDESIGN CONSULTING ENGINEERS COPYRIGHT © 2008

RECEPTION #: 2461307, BK 4739 PG 346 10/10/2008 at 04:38:22 PM, 2 OF 12, R
$120.00 S $1.00 Doc Code: PLAT Janice Rich, Mesa County, CO CLERK AND RECORDER

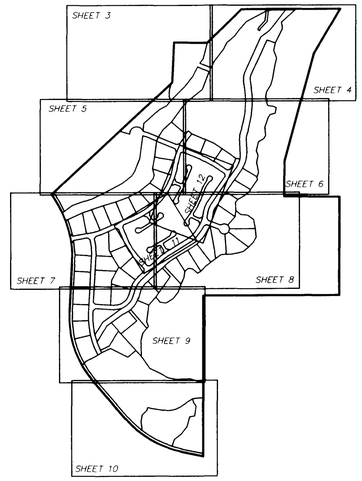


AREA TABLE			
BLOCKS	64.42	AC	46.35%
TRACTS	68.94	AC	49.61%
ROW	5.61	AC	4.03%
TOTAL AREA	138.97	AC	100.00%

BLOCKS AREA		
BLOCK 1	3.05	AC
BLOCK 2	25.02	AC
BLOCK 3	5.01	AC
BLOCK 4	5.12	AC
BLOCK 5	3.94	AC
BLOCK 6	15.69	AC
BLOCK 7	6.59	AC
TOTAL BLOCKS	64.42	AC

ROW AREA		
ROCK VALLEY ROAD	1.47	AC
BOULDER ROAD	0.90	AC
TRAIL RIDGE ROAD	1.86	AC
RUBY MOUNTAIN ROAD	0.44	AC
GRANDE CACHE COURT	0.30	AC
RED POINT ROAD	0.45	AC
RED POINT COURT	0.19	AC
TOTAL ROW	5.61	AC

TRACTS AREA		
TRACT A	0.15	AC
TRACT B	1.99	AC
TRACT C	2.39	AC
TRACT D	1.25	AC
TRACT E	3.31	AC
TRACT F	0.11	AC
TRACT G	0.08	AC
TRACT H	2.98	AC
TRACT J	42.52	AC
TRACT K	0.72	AC
TRACT L	0.65	AC
TRACT M	2.79	AC
TRACT N	1.75	AC
TRACT O	0.32	AC
TRACT P	0.27	AC
TRACT R	0.28	AC
TRACT S	0.40	AC
TRACT T	1.71	AC
TRACT U	0.82	AC
TRACT V	1.02	AC
TRACT W	1.00	AC
TRACT X	1.29	AC
TRACT Y	1.13	AC
TOTAL TRACTS	68.94	AC



Note: See Sheets 11 and 12 for Lot details in Block 5, containing 52 Lots not shown on this sheet.

TIES TO INTERSECTIONS *	
INTERSECTION	BEARING / DISTANCE
ROCK VALLEY RD. & BOULDER RD.	N 61°23'25"W 1157.76'
ROCK VALLEY RD. & RUBY MOUNTAIN RD.	N 49°39'26"W 1003.96'
ROCK VALLEY RD. & RED VISTA CT.	N 34°31'19"W 926.79'
ROCK VALLEY RD. & RED WASH CT.	N 15°39'33"W 1085.69'
ROCK VALLEY RD. & RED POINT RD.	N 09°03'48"W 1362.30'
TRAIL RIDGE RD. & BOULDER RD.	S 84°42'14"W 1023.21'
TRAIL RIDGE RD. & RUBY MOUNTAIN RD.	N 64°51'56"W 549.16'
TRAIL RIDGE RD. & RED VALE CT.	N 40°28'03"W 503.82'
TRAIL RIDGE RD. & ROCKY KNOLL CT.	N 00°23'39"E 676.10'
TRAIL RIDGE RD. & GRANDE CACHE CT.	N 00°23'39"E 676.10'
TRAIL RIDGE RD. & RED POINT RD.	N 11°58'35"E 1129.25'

* ALL TIES TAKEN FROM NW CORNER NE¼ NE¼ SECTION 30, T1S, R1W, UM BLM IN CONCRETE

LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- MCSM MESA COUNTY SURVEY MARKER
- MCBC MESA COUNTY BRASS CAP
- T1S TOWNSHIP 1 SOUTH
- R1W RANGE 1 WEST
- UM UTE MERIDIAN
- ⊡ FOUND ALUMINUM CAP (FAC), AS NOTED
- ● SET ALUMINUM CAP ON No. 5 REBAR, PLS 17485
- ▲ PK NAIL, SET IN PAVING
- BLM BUREAU OF LAND MANAGEMENT
- ROW RIGHT-OF-WAY
- (M) MEASURED
- (R) RECORDED
- AC ACRES
- SF SQUARE FEET
- L ARC LENGTH
- R RADIUS
- Δ CENTRAL ANGLE
- Ch L CHORD LENGTH
- BRG CHORD ANGLE
- FENCE
- S 88°24'06"W 24.84' LOT TIE ANNOTATION

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PATRICK R. GREEN
REGISTERED
10-3-08
17485
PATRICK R. GREEN
COLORADO REGISTERED SURVEYOR
P.L.S. No. 17485

RED ROCKS VALLEY

A REPLAT OF BLOCKS C & D, MONUMENT VALLEY SUBDIVISION, LOCATED IN THE SE1/4 SECTION 19 AND THE NE1/4 SECTION 30, T1S, R1W, UTE MERIDIAN CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

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DATE: April, 2008	RAD/CCR	SLB	PRG	2	12

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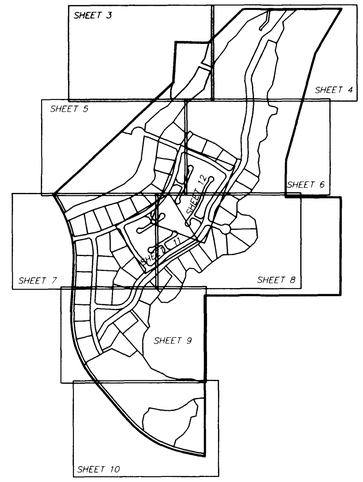
Redlands Mesa Sub. Filing 1 Golf Block 13R

N 89°48'45"E 1300.37'

Center ¼ Corner
Section 19
T1S, R1W, UM
MCSM #1207
In Concrete

NW Corner NE¼ SE¼
Section 19
T1S, R1W, UM
MCSM #1208 In Concrete



Set Pin & Cap
PLS 17485

S 88°50'24"E 302.12'

Set Pin & Cap
PLS 17485

43.27'
18.77'
48.40'
3.49'

L=67.11'
R=168.30'
Δ=22°51'04"
Ch L=67.25'
BRG=S 57°35'58"W

L=88.13'
R=94.49'
Δ=53°26'16"
Ch L=84.93'
BRG=N 82°48'47"W

20' Drainage Easement
N 70°28'05"E 68.57'

L=93.74'
R=509.57'
Δ=10°32'22"
Ch L=93.60'
BRG=S 16°55'19"W

L=86.51'
R=148.30'
Δ=33°25'21"
Ch L=85.28'
BRG=N 75°05'52"E

L=98.44'
R=114.49'
Δ=49°15'59"
Ch L=95.44'
BRG=S 84°53'56"E

20' Drainage Easement

L=132.01'
R=489.57'
Δ=15°26'57"
Ch L=131.61'
BRG=N 13°44'09"E

20' Drainage Easement
S 11°49'52"E 121.69'

N 11°49'52"W 111.59'

L=10.07'
R=48.00'
Δ=12°01'29"
Ch L=10.06'
BRG=N 72°09'22"E

N 14°25'14"E 149.43'

MATCH LINE SHEET 4

N 02°52'48"E 367.01'

LOT CC
13.52 ACRES

L=10.07'
R=48.00'
Δ=12°01'29"
Ch L=10.06'
BRG=N 84°10'51"E

TRACT B
1.99 ACRES
DRAINAGE/UTILITY/
URBAN TRAIL

49.65'
N 38°14'28"E

N 66°23'45"W 110.67'

S 26°36'

BLOCK 6

N 06°00'49"E 110.23'

N 54°47'16"W 6.20'

S 84°44'23"W 132.30'
20' Drainage Easement

N 84°44'23"E 143.26'

S 64°30'54"W 69.35'

46.97'
N 64°30'54"E

15.37'
S 54°47'16"E

N 66°23'45"W 113.85'

S 26°36'48"W 98.01'

TRACT C
2.39 ACRES
DRAINAGE/UTILITY/
URBAN TRAIL

Set Pin & Cap
PLS 17485

S 26°36'48"W 28.43'

S 18°21'17"W 44.59'

S 00°50'05"W 68.09'

S 31°01'45"E 34.23'

S 38°13'12"W 114.97'

S 44°40'49"W 179.28'

N 21°32'25"E 142.22'

N 18°26'25"E 29.85'

N 51°41'18"E 172.25'

Block 1 Monument Valley Sub: Filing 6

Outlot A
Private Open Space

TRACT D
1.25 ACRES
OPEN SPACE

BLOCK 6
LOT CC
13.52 ACRES

MATCH LINE SHEETS 5, 6

SCALE: 1"=40 US SURVEY FEET
40 20 0 40

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PATRICK R. GREEN
COLORADO REGISTERED SURVEYOR
P.L.S. No. 17485

RED ROCKS VALLEY

A REPLAT OF BLOCKS C & D,
MONUMENT VALLEY SUBDIVISION,
LOCATED IN THE SE1/4 SECTION 19 AND THE
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CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

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Redlands Mesa Sub. Filing 1

Set Pin & Cap
PLS 17485

Golf Block 13R

N 89°48'44"E 895.18'

259.14'

S 63°11'41"W 39.99'

TRACT A 0.15 ACRES

N 89°47'16"E 223.96'

237.40'

137.14'

20.25'

N 63°11'41"E

86.82'

14.83'

E1/4 Corner
Section 19
T1S, R1W, UM
MCSM #1211
In Concrete

BLOCK 6

LOT CC
13.52 ACRES

S 61°34'24"W 203.90'

S 06°34'53"W 88.61'

URBAN TRAIL/UTILITY

N 06°34'53"E 96.35'

Block 1 Monument Valley Sub. Filing 6

Outlot A
Private Open Space

N 45°17'44"E 435.56'

S 41°33'46"W 90.06'

L=20.85'
R=48.00'
Δ=24°53'16"
Ch L=20.69'
BRG=S 59°30'43"E

S 42°33'08"W 85.60'

TRACT A 0.15 ACRES

N 42°33'08"E 87.32'

N 37°35'04"E 235.17'

166.04'

S 46°07'40"W 180.87'

S 10°08'17"E 61.52'

TRACT B
1.99 ACRES
DRAINAGE/UTILITY/
URBAN TRAIL

L=137.65'

S 15°41'10"W 17.20'

N 15°41'10"E 17.71'

L=60.17'

L=218.67'
R=48.00'
Δ=261°00'51"
Ch L=72.99'
BRG=N 74°15'08"E

S 24°45'33"W 5.84'

TRACT H
2.99 ACRES
DRAINAGE/UTILITY/
URBAN TRAIL

N 52°37'42"E 97.36'

S 26°34'02"W 144.62'

N 17°27'51"W 23.06'

N 69°37'51"W 79.40'

S 12°31'34"W 70.88'

S 30°12'31"W 471.17'

Tract B
Redlands Mesa Sub Filing 1

S 37°08'34"W 142.86'

S 27°31'22"W 63.65'

S 48°30'10"W 98.05'

S 28°59'29"W 87.15'

N 24°45'33"E 298.08'

N 24°45'33"E 548.73'

N 24°45'33"E 357.24'

S 20°42'44"E 74.07'

S 13°59'54"W 65.03'

S 65°41'27"E 10.37'

S 76°00'06"E 10.03'

TRACT J
42.52 ACRES
OPEN SPACE

Fnd #5 Rebar
& Cap
PLS 5933
In Concrete

BLOCK 6

LOT CC
13.52 ACRES

BLOCK 2

LOT BB
4.00 ACRES

L=99.49'
R=170.00'
Δ=33°31'50"
Ch L=98.07'
BRG=N 07°59'38"E

L=76.08'
R=130.00'
Δ=33°31'50"
Ch L=75.00'
BRG=S 07°59'38"W

L=39.79'
R=68.00'
Δ=33°31'50"
Ch L=39.23'
BRG=N 07°59'38"E

20' Drainage & Mitigation Easement

S 09°27'02"W 728.50'

10'

10'

20'

40' Access & Utility Easement

N 08°46'17"W 75.54'

N 08°46'17"W 75.54'

40'

TRACT H
2.99 ACRES
DRAINAGE/UTILITY/
URBAN TRAIL

N 81°13'43"E 172.22'

10.00'

20'

20' Drainage & Mitigation Easement

N 81°13'43"E 156.85'

S 15°44'35"W 56.75'

L=10.00'
R=882.00'
Δ=00°38'59"
Ch L=10.00'
BRG=N 08°26'48"W

S 32°03'27"W 78.57'

N 30°00'00" S 41.39'

S 11°39'49"E

L=135.95'
R=780.00'
Δ=09°59'10"
Ch L=135.77'
BRG=N 03°46'42"W

L=20.00'
R=882.00'

MATCH LINE SHEET 3

MATCH LINE SHEET 6

SHEET 3
SHEET 4
SHEET 5
SHEET 6
SHEET 7
SHEET 8
SHEET 9
SHEET 10

SCALE: 1"=40 US SURVEY FEET
40 20 0 40

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PATRICK R. GREEN
COLORADO REGISTERED SURVEYOR
P.L.S. No. 17485

RED ROCKS VALLEY

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MONUMENT VALLEY SUBDIVISION,
LOCATED IN THE SE1/4 SECTION 19 AND THE
NE1/4 SECTION 30, T1S, R1W, UTE MERIDIAN
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

LANDesign
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GRAND JUNCTION, COLORADO 81501 (970) 245-4099

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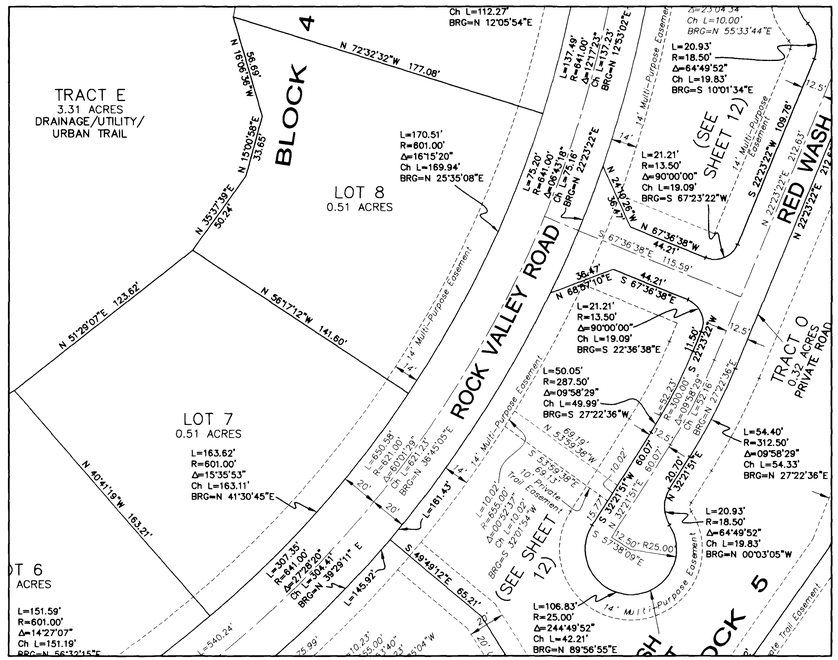
TRACT E
3.31 ACRES
DRAINAGE/UTILITY/
URBAN TRAIL
BLOCK 4
LOT 8
0.51 ACRES
LOT 7
0.51 ACRES
ROCK VALLEY ROAD
RED WASH
TRACT O
0.24 ACRES
PRIVATE ROAD
(SEE SHEET 12)
(SEE SHEET 12)
BLOCK 5
N 72°32'32"W 177.08'
N 15°06'56"W 56.69'
N 15°20'38"E 33.65'
N 35°37'39"E 50.24'
N 51°29'07"E 123.62'
N 58°17'12"W 141.80'
N 40°41'19"W 163.21'
S 49°49'12"E 65.21'
L=151.59'
R=601.00'
Δ=14°27'07"
Ch L=151.19'
L=163.62'
R=601.00'
Δ=15°35'53"
Ch L=163.11'
BRG=N 41°30'45"E
L=307.35'
R=841.00'
Δ=20°56'20"
Ch L=305.71'
BRG=N 39°29'11"E
L=145.97'
L=540.24'
L=170.51'
R=601.00'
Δ=16°15'20"
Ch L=169.94'
BRG=N 25°35'08"E
L=73.20'
R=641.00'
Δ=06°32'18"
Ch L=73.16'
BRG=N 22°23'22"E
L=137.49'
R=641.00'
Δ=12°17'23"
Ch L=137.23'
BRG=N 12°53'02"E
Ch L=112.27'
BRG=N 12°05'54"E
L=20.93'
R=18.50'
Δ=64°49'52"
Ch L=19.83'
BRG=S 10°01'34"E
Ch L=10.00'
BRG=N 55°33'44"E
L=21.21'
R=13.50'
Δ=90°00'00"
Ch L=19.09'
BRG=S 67°23'22"W
L=21.21'
R=13.50'
Δ=90°00'00"
Ch L=19.09'
BRG=S 22°36'38"E
L=50.05'
R=287.50'
Δ=09°58'29"
Ch L=49.99'
BRG=S 27°22'36"W
L=54.40'
R=312.50'
Δ=09°58'29"
Ch L=54.33'
BRG=N 27°22'36"E
L=20.93'
R=18.50'
Δ=64°49'52"
Ch L=19.83'
BRG=N 00°03'05"W
L=106.83'
R=25.00'
Δ=244°49'52"
Ch L=42.21'
BRG=N 89°56'55"E
L=10.02'
R=455.00'
Δ=01°15'52"
Ch L=10.02'
BRG=S 32°01'54"W
14' Multi-Purpose Easement
10' Private Trail Easement
20'
N 67°36'38"W 44.21'
S 67°36'38"E 115.59'
N 68°37'07"E 36.47'
S 67°36'38"E 44.21'
S 22°23'22"W 109.78'
N 22°23'22"E 212.83'
N 22°23'22"E 212.83'
N 24°09'26"W 36.47'
S 32°01'54"W 68.19'
N 32°01'54"E 60.07'
S 32°01'54"W 60.07'
S 57°58'06"E 12.50'
N 32°01'54"E 20.00'
S 32°01'54"W 20.00'
N 57°58'06"W 12.50'
R=312.50' R25.00'
S 49°49'12"E 25.21'
S 40°10'48"W 20.00'
N 49°49'12"W 25.99'
N 40°10'48"E 20.00'
N 49°49'12"W

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MATCH LINE SHEETS 3, 4

MATCH LINE SHEET 5

MATCH LINE SHEET 8

ROCK VALLEY ROAD

RED POINT ROAD

RED WASH I COURT

ROCKY KNOLL COURT

TRAIL RIDGE ROAD

BLOCK 2

BLOCK 5

BLOCK 6

LOT CC
13.52 ACRES

LOT 2
0.52 ACRES

LOT 3
0.50 ACRES

LOT 4
0.50 ACRES

LOT BB
4.00 ACRES

LOT 17
0.50 ACRES

LOT 16
0.50 ACRES

TRACT H
2.99 ACRES
DRAINAGE/UTILITY/
URBAN TRAIL

TRACT J
42.52 ACRES
OPEN SPACE

TRACT O
0.32 ACRES
PRIVATE ROAD

TRACT S
0.40 ACRES
PRIVATE ROAD

S 15°13'04"W 1021.90'

S 00°13'04"W 325.00'

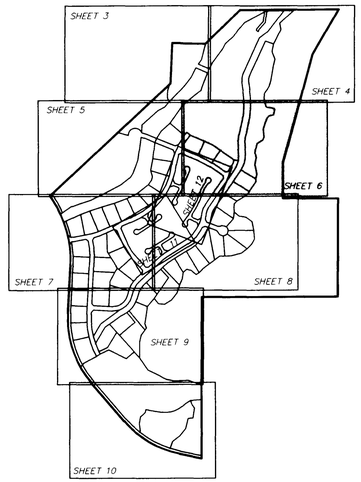
Fnd #5 Rebar & Cap PLS 5933 In Concrete

Tract B Redlands Mesa Sub. Filing 1

Lot 5 Redlands Mesa Sub. Filing 6

Lot 4 Redlands Mesa Sub. Filing 6

Note: See Sheets 11 and 12 for Lot details in Block 5, containing 52 Lots not shown on this sheet.



SCALE: 1"=40 US SURVEY FEET
40 20 0 40

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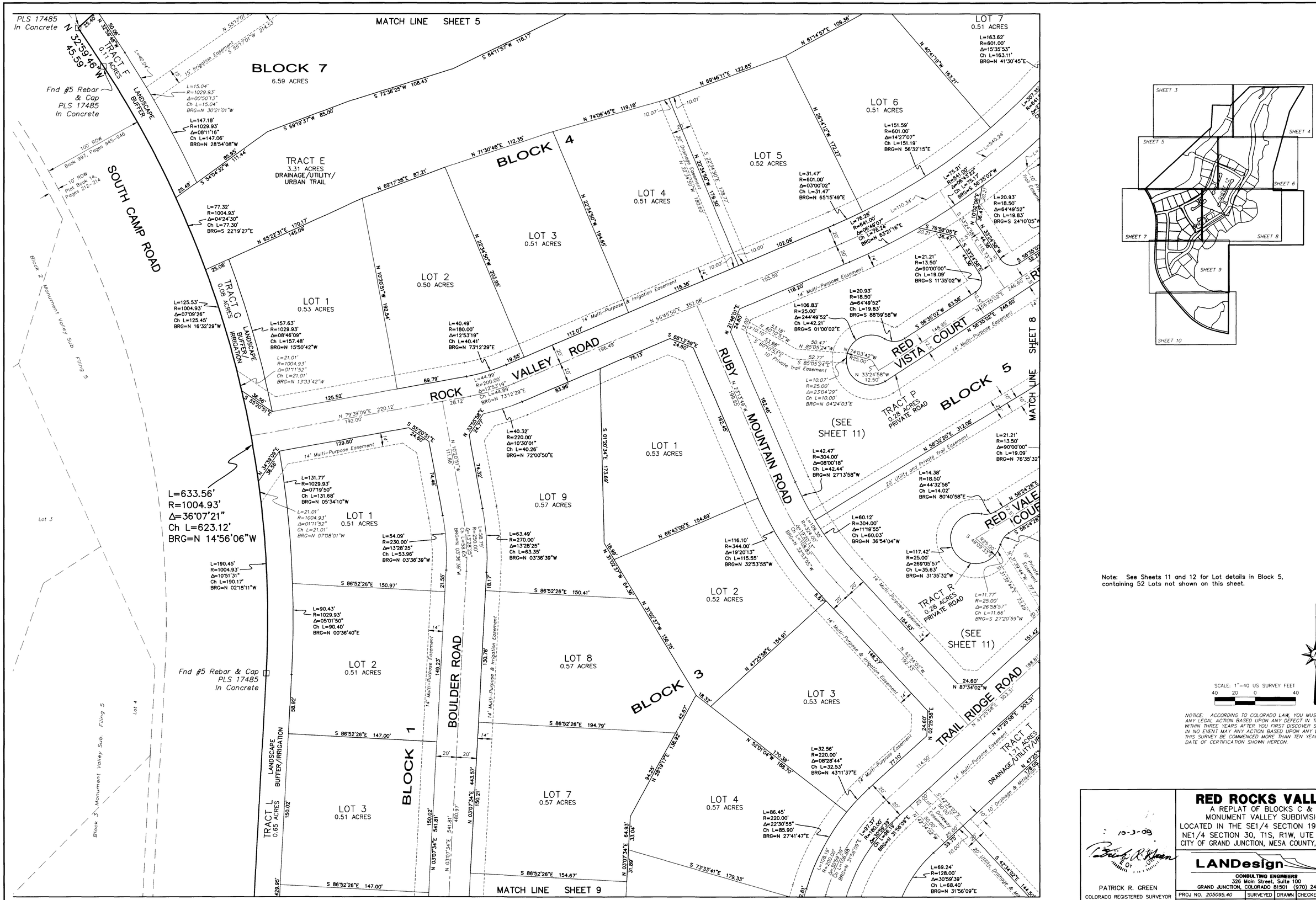

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40 20 0 40

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10-3-09
PATRICK R. GREEN
COLORADO REGISTERED SURVEYOR
P.L.S. No. 17485

RED ROCKS VALLEY

A REPLAT OF BLOCKS C & D, MONUMENT VALLEY SUBDIVISION, LOCATED IN THE SE1/4 SECTION 19 AND THE NE1/4 SECTION 30, T1S, R1W, UTE MERIDIAN CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

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DATE: April, 2008	RAD/CCR	SLB	PRG	7	12

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MATCH LINE SHEETS 5, 6

Fnd #5 Rebar & Cap
PLS 5933
In Concrete

MATCH LINE SHEET 7

MATCH LINE SHEET 9

LOT 15
0.50 ACRES

LOT 14
0.54 ACRES

LOT 13
0.60 ACRES

LOT 12
0.60 ACRES

LOT 11
0.60 ACRES

LOT 10
0.60 ACRES

LOT 9
0.61 ACRES

LOT 8
0.54 ACRES

LOT 7
0.51 ACRES

LOT 6
0.51 ACRES

LOT 5
0.51 ACRES

LOT 4
0.51 ACRES

BLOCK 5

BLOCK 2

RED WASH COURT

ROCKY KNOLL COURT

GRANDE CACHE COURT

RED VISTA COURT

RED VALE COURT

TRAIL RIDGE ROAD

TRACT H
2.99 ACRES
DRAINAGE/UTILITY/TRAIL

TRACT S
0.41 ACRES
PRIVATE ROAD

TRACT R
0.28 ACRES
PRIVATE ROAD

TRACT T
1.71 ACRES
DRAINAGE/UTILITY/URBAN TRAIL

TRACT J
42.52 ACRES
OPEN SPACE

(SEE SHEET 12)

(SEE SHEET 11)

SHEET 3
SHEET 4
SHEET 5
SHEET 6
SHEET 7
SHEET 8
SHEET 9
SHEET 10

SCALE: 1"=40 US SURVEY FEET
40 20 0 40

Note: See Sheets 11 and 12 for Lot details in Block 5, containing 52 Lots not shown on this sheet.

DETAIL LOTS 3 & 4, BLOCK 2
SCALE 1"=40 US SURVEY FEET

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PATRICK R. GREEN
COLORADO REGISTERED SURVEYOR
P.L.S. No. 17485
10-3-08

RED ROCKS VALLEY

A REPLAT OF BLOCKS C & D,
MONUMENT VALLEY SUBDIVISION,
LOCATED IN THE SE1/4 SECTION 19 AND THE
NE1/4 SECTION 30, T1S, R1W, UTE MERIDIAN
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

LANDesign
CONSULTING ENGINEERS
326 Main Street, Suite 100
GRAND JUNCTION, COLORADO 81501 (970) 245-4099

PROJ NO. 205095.40	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: April, 2008	RAD/CCR	SLB	PRG	8	12

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MATCH LINE SHEETS 7, 8

N 03°07'34"E 429.95'

TRACT L
0.65 ACRES
LANDSCAPE BUFFER/IRRIGATION

BOULDER ROAD

BLOCK 1

LOT 4
0.51 ACRES

LOT 5
0.51 ACRES

LOT 6
0.51 ACRES

LOT 6
0.57 ACRES

LOT 5
0.58 ACRES

BLOCK 3

TRAIL RIDGE ROAD

BLOCK 2

LOT 1
0.58 ACRES

LOT 2
0.50 ACRES

LOT 3
0.54 ACRES

BLOCK 2

LOT 5
0.79 ACRES

TRACT J
42.52 ACRES
OPEN SPACE

TRACT T
1.71 ACRES
DRAINAGE/UTILITY/URBAN TRAIL

LOT 4
0.51 ACRES

LOT 5
0.79 ACRES

BLOCK 2

LOT AA
11.47 ACRES

TRACT K
0.72 ACRES
DRAINAGE/UTILITY/URBAN TRAIL

TRACT U
0.82 ACRES
LANDSCAPE BUFFER/IRRIGATION

SOUTH CAMP ROAD
100' ROW
Book 997, Pages 945-946

Fnd #5 Rebar & Cap PLS 17485 In Concrete

Fnd #5 Rebar & Cap

MATCH LINE SHEET 10

NW Corner NE¼ NE¼ Section 30 T1S, R1W, UM BLM In Concrete

S 00°00'13"W 1470.18'

SHEET 3
SHEET 4
SHEET 5
SHEET 6
SHEET 7
SHEET 8
SHEET 9
SHEET 10

DETAIL LOTS 4 & 5, BLOCK 2
SCALE 1"=40 US SURVEY FEET

SCALE: 1"=40 US SURVEY FEET
40 20 0 40

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10-3-08

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A REPLAT OF BLOCKS C & D, MONUMENT VALLEY SUBDIVISION, LOCATED IN THE SE1/4 SECTION 19 AND THE NE1/4 SECTION 30, T1S, R1W, UTE MERIDIAN CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

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326 Main Street, Suite 100
GRAND JUNCTION, COLORADO 81501 (970) 245-4099

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MATCH LINE SHEET 9

Fnd #5 Rebar & Cap PLS 17485 In Concrete

Lot 7

N 40°20'46"W 457.15'

N 40°20'46"W 457.15'

SOUTH CAMP ROAD

100' ROW Book 997, Pages 945-946

25'

Fnd #5 Rebar & Cap PLS 17485 In Concrete

Lot 8

Block 3 Monument Valley Sub. Filing 2

Lot 13

TRACT U
0.82 ACRES
LANDSCAPE BUFFER/IRRIGATION

L=168.29'
R=879.93'
Δ=10°57'29"
Ch L=168.03'
BRG=N 45°49'31"W

L=596.75'
R=904.93'
Δ=37°46'59"
Ch L=585.99'
BRG=N 59°14'16"W

L=319.98'
R=879.93'
Δ=20°50'08"
Ch L=318.22'
BRG=N 61°43'19"W

L=91.99'
R=879.93'
Δ=05°59'22"
Ch L=91.94'
BRG=N 75°08'04"W

N 17°19'00"E 64.14'

N 46°59'32"E 56.32'

N 14°53'59"E 28.76'

L=24.56'
R=270.00'
Δ=05°12'41"
Ch L=24.55'
BRG=S 77°40'21"E

125.19'
S 80°16'41"E

L=199.06'
R=220.00'
Δ=51°50'32"
Ch L=192.34'
BRG=N 73°48'03"E

N 47°52'46"E 40.08'

L=50.31'
R=130.00'
=22°10'18"
Ch L=49.99'
BRG=N 58°57'56"E

N 19°36'55"W 33.35'

N 35°21'40"W 41.89'

L=43.60'
R=130.00'
Δ=19°12'52"
Ch L=43.39'
BRG=N 79°39'31"E

57.67'
N 89°15'57"E

N 08°27'09"E 91.74'

N 80°54'54" E 45.52'

N 13°46'47"E 94.36'

N 38°18'23"E 87.02'

N 52°15'13"E 80.72'

N 17°50'01"E 67.89'

TRACT M
2.79 ACRES
OPEN SPACE

TRACT N
1.75 ACRES
FUTURE DEVELOPMENT

BLOCK 2

LOT AA
11.47 ACRES

S 78°32'23"E 68.90'

N 88°19'17"E 126.63'

S 72°37'45"E 127.32'

Set Pin & Cap PLS 17485

S 00°00'13"W 1470.18'

138.33'

370.18'

510.47'

140.29'

SW Corner NE¼ NE¼ Section 30 T1S, R1W, UM PLS 17485 In Concrete

Lot 1

Block E Monument Valley Sub.

N 78°07'46"W 199.51'

N 78°07'46"W 204.77'

25'

25.55'

Fnd #5 Rebar & Cap PLS 17485 In Concrete

Fnd #5 Rebar & Cap PLS 17485 In Concrete

2945-292-00-125
Martin & Donna L. Azcarraga
2454 Monument Rd.
Grand Junction, CO 81503-2072

SHEET 3
SHEET 4
SHEET 5
SHEET 6
SHEET 7
SHEET 8
SHEET 9
SHEET 10

SCALE: 1"=40 US SURVEY FEET
40 20 0 40

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10-3-08

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P.L.S. No. 17485

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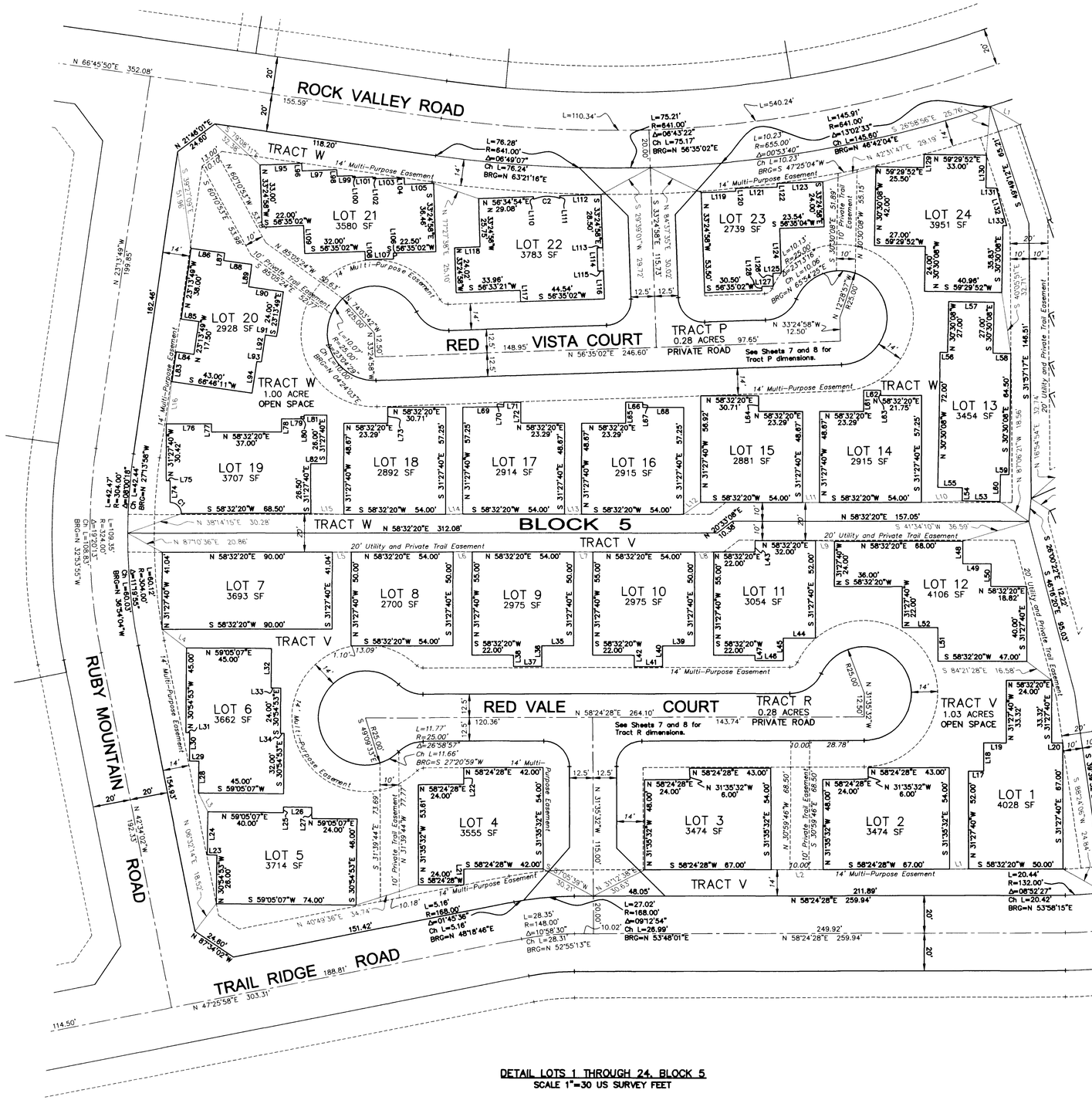
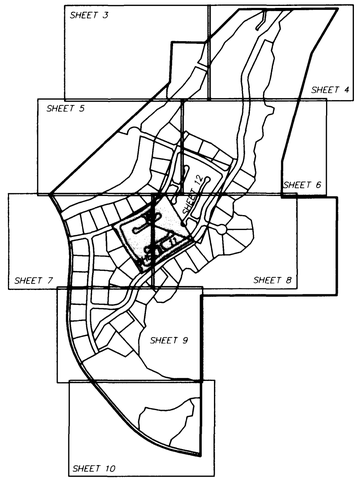


TIE LINE TABLE (Sheet 11)		
LINE	BEARING	DISTANCE
L1	S 57°45'13" W	10.00'
L2	S 56°24'28" W	27.52'
L3	N 57°28'47" W	11.18'
L4	N 83°43'38" W	16.34'
L5	N 58°32'20" E	10.00'
L6	N 58°32'20" E	10.00'
L7	N 58°32'20" E	10.00'
L8	N 58°32'20" E	10.00'
L9	N 60°57'23" E	10.01'
L10	S 56°23'20" W	21.61'
L11	S 58°32'20" W	9.00'
L12	S 23°39'08" W	11.04'
L13	S 58°32'20" W	9.00'
L14	S 58°32'20" W	9.00'
L15	S 60°11'30" W	17.50'
L16	N 23°54'41" W	22.66'

LOT LINE TABLE (Sheet 11)		
LINE	BEARING	DISTANCE
L17	N 58°32'20" E	8.09'
L18	N 31°27'40" W	15.00'
L19	N 58°32'20" E	12.00'
L20	N 58°32'20" E	5.91'
L21	S 31°35'32" E	8.45'
L22	N 31°35'32" W	8.84'
L23	S 59°05'07" W	5.00'
L24	N 30°54'53" W	23.00'
L25	N 30°54'53" W	3.00'
L26	N 59°05'07" E	15.00'
L27	N 30°54'53" E	6.00'
L28	N 30°54'53" W	17.00'
L29	S 59°05'07" W	5.00'
L30	N 30°54'53" W	15.00'
L31	S 59°05'07" W	2.00'
L32	S 30°54'53" E	21.00'
L33	N 59°05'07" E	3.07'
L34	N 59°05'07" E	1.93'
L35	S 58°32'20" W	17.00'
L36	S 31°27'40" E	11.00'
L37	S 58°32'20" W	15.00'
L38	N 31°27'40" W	6.00'
L39	S 58°32'20" W	17.00'
L40	S 31°27'40" E	11.00'
L41	S 58°32'20" W	15.00'
L42	N 31°27'40" W	6.00'
L43	N 31°27'40" W	6.13'
L44	S 58°32'20" W	17.00'
L45	S 31°27'40" E	12.00'
L46	S 58°32'20" W	15.00'
L47	N 31°27'40" W	2.87'
L48	S 31°27'40" E	12.00'
L49	N 58°32'20" E	15.00'
L50	S 31°27'40" E	12.00'
L51	N 31°27'40" W	18.00'
L52	S 58°32'20" W	18.82'
L53	S 59°29'52" W	20.00'
L54	N 30°30'08" W	7.00'
L55	S 59°29'52" W	13.00'
L56	N 59°29'52" E	4.00'
L57	N 59°29'52" E	24.00'
L58	N 59°29'52" E	9.50'
L59	S 59°29'52" W	4.50'
L60	S 30°30'08" E	14.50'
L61	N 31°27'40" W	11.25'
L62	N 58°32'20" E	8.96'
L63	S 31°27'40" E	2.67'
L64	S 31°28'11" E	8.25'
L65	N 31°27'10" W	11.25'
L66	N 58°32'20" E	8.96'
L67	S 31°27'40" E	2.67'
L68	N 58°32'20" E	21.75'
L69	N 58°32'20" E	21.75'
L70	N 31°27'40" W	2.50'
L71	N 58°32'20" E	8.96'
L72	S 31°28'11" E	11.09'
L73	N 31°27'10" W	8.58'
L74	N 31°27'40" W	11.50'
L75	S 58°32'20" W	2.00'
L76	N 58°32'20" E	24.00'
L77	S 31°27'40" E	4.42'
L78	N 31°27'40" W	7.00'
L79	N 58°32'20" E	12.00'
L80	N 31°27'40" W	2.00'
L81	N 58°32'20" E	12.00'
L82	S 58°32'20" W	8.50'
L83	N 23°13'49" W	16.00'
L84	N 66°46'11" E	9.50'
L85	N 66°46'11" W	9.50'
L86	N 66°46'11" E	18.00'
L87	S 23°13'49" E	4.00'
L88	N 66°46'11" E	15.00'
L89	S 23°13'49" E	12.00'
L90	N 66°46'11" E	18.50'
L91	S 66°46'11" W	6.00'
L92	S 23°13'49" E	14.50'
L93	S 66°46'11" W	2.50'
L94	S 23°13'49" E	17.00'
L95	N 56°35'02" E	22.00'
L96	S 33°24'58" E	3.94'
L97	N 56°35'02" E	18.50'
L98	S 33°24'58" E	3.50'
L99	N 56°35'02" E	8.21'
L100	S 33°24'58" E	1.00'
L101	N 56°35'02" E	10.79'
L102	S 33°24'58" E	1.00'
L103	N 56°35'02" E	16.54'
L104	S 33°24'58" E	3.46'
L105	N 56°35'02" E	15.46'
L106	S 33°22'00" E	3.17'
L107	S 56°35'02" W	15.00'
L108	N 33°24'58" W	4.50'
L109	N 33°24'58" W	15.00'
L110	S 33°24'58" E	1.33'
L111	N 33°24'58" W	1.33'
L112	N 56°35'02" E	21.92'
L113	S 56°35'02" W	3.00'
L114	S 33°24'58" E	12.33'
L115	N 56°35'02" E	3.00'
L116	S 33°24'58" E	14.93'
L117	N 33°24'58" W	6.02'
L118	N 56°35'02" E	13.50'
L119	N 56°35'02" E	18.29'
L120	N 33°24'58" W	1.50'
L121	N 56°35'02" E	22.08'
L122	N 33°24'58" W	2.00'
L123	N 56°35'02" E	24.17'
L124	S 33°24'58" E	23.87'
L125	S 56°35'02" W	4.46'
L126	S 33°24'58" E	6.76'
L127	S 56°35'02" W	6.04'
L128	S 33°24'58" E	2.37'
L129	N 30°30'08" W	7.00'
L130	S 30°30'08" E	17.33'
L131	N 59°29'52" E	5.50'
L132	S 47°13'25" E	20.71'
L133	S 59°29'52" W	2.00'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	9.42'	6.00'	90°00'00"	8.49'	N 76°27'40" W
C2	14.34'	19.04'	43°09'10"	14.00'	N 56°35'02" E



DETAIL LOTS 1 THROUGH 24, BLOCK 5
SCALE 1"=30 US SURVEY FEET

SCALE: 1"=30 US SURVEY FEET
30 15 0 30

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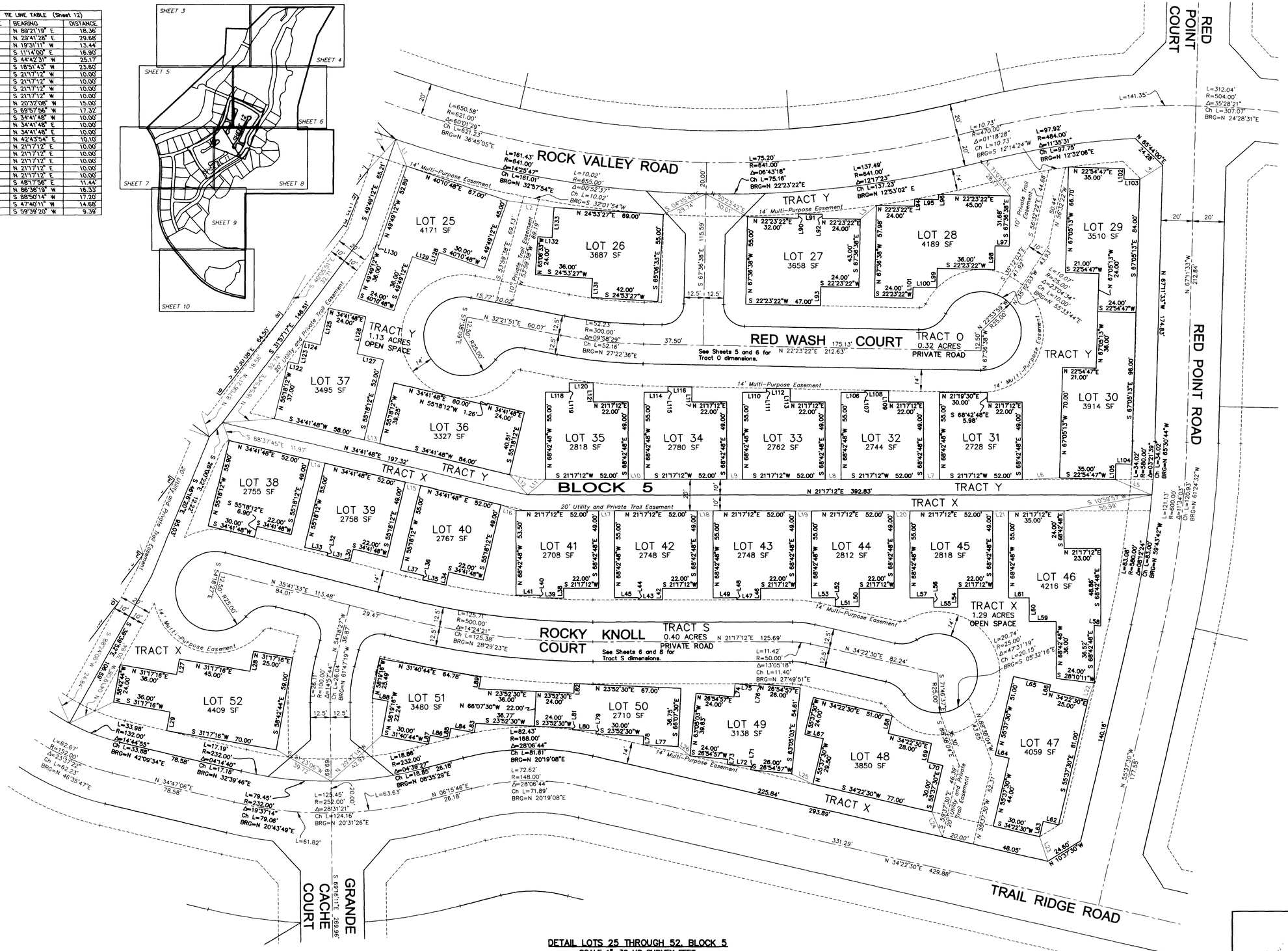
TIE LINE TABLE (Sheet 12)		
LINE	BEARING	DISTANCE
L1	N 89°21'19" E	18.36'
L2	N 29°41'28" E	29.68'
L3	N 19°31'11" W	13.44'
L4	S 11°14'00" E	16.90'
L5	S 44°42'31" W	25.17'
L6	S 18°51'43" W	23.60'
L7	S 21°17'12" W	10.00'
L8	S 21°17'12" W	10.00'
L9	S 21°17'12" W	10.00'
L10	S 21°17'12" W	10.00'
L11	N 20°32'08" W	15.00'
L12	S 69°57'56" W	17.32'
L13	S 34°41'48" W	10.00'
L14	N 34°41'48" E	10.00'
L15	N 34°41'48" E	10.00'
L16	N 42°43'54" E	10.10'
L17	N 21°17'12" E	10.00'
L18	N 21°17'12" E	10.00'
L19	N 21°17'12" E	10.00'
L20	N 21°17'12" E	10.00'
L21	N 21°17'12" E	10.00'
L22	S 48°17'56" E	11.44'
L23	N 86°36'19" W	16.33'
L24	S 88°50'14" W	17.20'
L25	S 47°40'11" W	14.68'
L26	S 59°39'20" W	9.39'

LOT LINE TABLE (Sheet 12)		
LINE	BEARING	DISTANCE
L27	N 58°42'44" W	10.00'
L28	N 58°42'44" W	13.00'
L29	N 58°42'44" W	12.00'
L30	S 55°18'12" E	7.98'
L31	S 34°41'48" W	15.00'
L32	N 55°18'12" W	1.98'
L33	S 34°41'48" W	15.00'
L34	S 55°18'12" E	8.60'
L35	S 34°41'48" W	15.00'
L36	N 55°18'12" W	2.60'
L37	S 34°41'48" W	15.00'
L38	S 68°42'48" E	6.18'
L39	S 21°17'12" W	15.00'
L40	N 68°42'48" W	1.68'
L41	S 21°17'12" W	15.00'
L42	S 68°42'48" E	7.34'
L43	S 21°17'12" W	15.00'
L44	N 68°42'48" W	1.34'
L45	S 21°17'12" W	15.00'
L46	S 68°42'48" E	7.34'
L47	S 21°17'12" W	15.00'
L48	N 68°42'48" W	1.34'
L49	S 21°17'12" W	15.00'
L50	S 68°42'48" E	11.59'
L51	S 21°17'12" W	15.00'
L52	N 68°42'48" W	5.59'
L53	S 21°17'12" W	15.00'
L54	S 68°42'48" E	12.00'
L55	S 21°17'12" W	15.00'
L56	S 68°42'48" E	6.00'
L57	S 21°17'12" W	15.00'
L58	S 28°10'11" W	4.20'
L59	S 21°17'12" W	17.01'
L60	N 68°42'48" W	15.00'
L61	S 21°17'12" W	13.00'
L62	S 34°22'30" W	10.00'
L63	S 55°37'30" E	10.00'
L64	S 34°22'30" W	9.00'
L65	N 34°22'30" E	24.00'
L66	S 55°37'30" E	4.00'
L67	S 34°22'30" W	12.00'
L68	S 55°37'30" E	11.50'
L69	S 55°37'30" E	12.00'
L70	N 34°22'30" E	10.00'
L71	N 63°05'03" W	1.98'
L72	S 28°54'57" W	15.00'
L73	N 63°05'03" W	3.14'
L74	N 63°05'03" W	8.39'
L75	N 28°54'57" E	15.00'
L76	N 63°05'03" W	1.48'
L77	S 23°52'30" W	22.00'
L78	N 66°07'30" W	5.56'
L79	N 66°07'30" W	2.04'
L80	S 23°52'30" W	15.00'
L81	N 66°07'30" W	1.05'
L82	N 66°07'30" W	6.10'
L83	S 58°19'16" E	5.85'
L84	S 31°40'44" W	15.00'
L85	S 58°19'16" E	6.77'
L86	S 31°40'44" W	12.00'
L87	S 58°19'16" E	5.70'
L88	S 31°40'44" W	10.00'
L89	S 58°19'16" E	7.51'
L90	N 67°36'38" W	2.71'
L91	N 22°23'22" E	15.00'
L92	S 67°36'38" E	2.71'
L93	S 67°36'38" E	12.00'
L94	N 67°36'38" W	4.45'
L95	S 22°23'22" E	15.00'
L96	N 67°36'38" W	3.26'
L97	S 22°23'22" W	9.00'
L98	S 67°36'38" E	15.00'
L99	S 67°36'38" E	12.00'
L100	S 22°23'22" W	15.00'
L101	S 67°36'38" E	7.00'
L102	S 67°05'13" E	6.70'
L103	N 22°54'47" E	10.00'
L104	S 22°54'47" W	10.00'
L105	S 67°05'13" E	10.00'
L106	N 21°17'12" E	15.00'
L107	N 68°42'48" W	1.09'
L108	N 21°17'12" E	15.00'
L109	S 68°42'48" E	7.09'
L110	N 21°17'12" E	15.00'
L111	N 68°42'48" W	2.28'
L112	N 21°17'12" E	15.00'
L113	S 68°42'48" E	8.28'
L114	N 21°17'12" E	15.00'
L115	N 68°42'48" W	3.48'
L116	N 21°17'12" E	15.00'
L117	S 68°42'48" E	9.48'
L118	N 21°17'12" E	15.00'
L119	N 68°42'48" W	6.00'
L120	N 21°17'12" E	15.00'
L121	S 68°42'48" E	12.00'
L122	N 34°41'48" E	6.48'
L123	N 55°18'12" W	15.00'
L124	N 34°41'48" E	10.52'
L125	N 55°18'12" W	24.00'
L126	S 55°18'12" E	24.00'
L127	N 34°41'48" E	17.00'
L128	S 49°49'12" E	7.89'
L129	S 40°10'48" W	15.00'
L130	N 40°10'48" E	2.00'
L131	N 65°06'33" W	12.00'
L132	N 24°53'27" E	9.00'
L133	N 65°06'33" W	19.00'



DETAIL LOTS 25 THROUGH 52, BLOCK 5
SCALE 1"=30 US SURVEY FEET

SCALE: 1"=30 US SURVEY FEET
30 15 0 30

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

10-3-08

PATRICK R. GREEN
COLORADO REGISTERED SURVEYOR
P.L.S. No. 17485

RED ROCKS VALLEY

A REPLAT OF BLOCKS C & D, MONUMENT VALLEY SUBDIVISION, LOCATED IN THE SE1/4 SECTION 19 AND THE NE1/4 SECTION 30, T1S, R1W, UTE MERIDIAN CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

LANDesign
CONSULTING ENGINEERS
326 Main Street, Suite 100
GRAND JUNCTION, COLORADO 81501 (970) 245-4099

PROJ NO. 205095.40	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: April, 2008	RAD/CCR	SLB	PRG	12	12

S:\Dwgs\2005\2005-95 Red Rocks Valley SUB\205095.40 Red Rocks Valley Phase 1 sep 15.dwg 9/17/08 16:22
LANDESIGN CONSULTING ENGINEERS COPYRIGHT © 2008

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48 PAGE DOCUMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RED ROCKS VALLEY SUBDIVISION

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RED ROCKS VALLEY SUBDIVISION

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RED ROCKS VALLEY SUBDIVISION is made and entered into by the undersigned ("Declarant").

RECITALS

A. Declarant is the owner of that certain real property in the County of Mesa, State of Colorado, which is described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Declarant desires to subject and place upon the above-described property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other provisions.

C. A common interest community may be created pursuant to the Act (as hereinafter defined) only by recording a declaration executed in the same manner as a deed. The declaration must be recorded in every county in which any portion of the common interest community is located and must be indexed in the grantee's index in the name of the common interest community and in the name of the association, and in the grantor's index in the name of each person executing the declaration. No common interest community is created until the plat or map for the common interest community is recorded.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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.

ARTICLE I
DEFINITIONS

1. "Act" means the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, *et seq.*, as amended.

2. "Agencies" collectively means the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA) or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities.

3. "Allocated Interests" means the Common Expense Liability and votes in the Association allocated to each Unit. The Allocated Interest of each Unit shall be equal to a fraction, the numerator of which is 1 and the denominator of which is the total number of Units then within the Common Interest Community. The Allocated Interest of each Unit is subject to decrease with the annexation of additional property to this Community as provided in Article XII, Section 5 hereof.

4. "Association" means Red Rocks Valley Homeowners Association, Inc., a unit owners association organized under §38-33.3-301 of the Act.

5. "Attached Housing" means, within the Common Interest Community, any separate numbered or lettered lot or plot of land shown upon any recorded subdivision map, or any other real property, on which one or more patio homes are located or are planned to be constructed and including all appurtenances and related use areas, but excluding all other Lots. "Attached Housing Area" shall also mean and refer to any unplatted real property which does not constitute Lots; provided, however, that upon platting or development of such property the same shall become Lots.

6. "Attached Housing Unit" means a patio home within the Attached Housing Area which is or may be separately offered for sale, rental or lease by the Owner thereof.

7. "Board of Directors" or "Board" means the body, regardless of name, designated in this Declaration, and in the Bylaws of the Association, to act on behalf of the Association.

8. "Builder" means any Member other than Declarant who acquires (or has acquired prior to the annexation to this Declaration) one or more Lots, or Attached Housing Areas, for the purpose of constructing one or more Units thereon, and who is designated as a Builder by Declarant in the sole discretion of Declarant from time to time (including the right to withdraw such designation), with such designation to be made by a written instrument duly recorded in the office of the Clerk and Recorder of the County of Mesa, Colorado.

9. "Common Elements" means any real estate owned or leased by the Association other than a Unit.

10. "Common Expense Liability" means the liability for Common Expenses allocated to each Unit based on its Allocated Interest.

11. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

12. "Community" means real estate described in Exhibit "A" attached to this Declaration, as supplemented and amended from time to time, with respect to which a Person, by virtue of such Person's ownership of a Unit, is obligated to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in this Declaration. The Community is a planned community under the Act. Lot N, Red Rocks Valley Subdivision shall not be part of the Community or subject to the terms of this Declaration.

13. "Declarant" means the undersigned, and any other Person or group of Persons acting in concert, to whom the Declarant, by recorded document, expressly assigns one or more of the Declarant's rights under this Declaration (which shall be the extent of the Declarant's rights to which such assignee succeeds), and who:

(a) As part of a common promotional plan, offers to dispose of to a purchaser such Declarant's interest in a Unit not previously disposed of to a purchaser; or

(b) Reserves or succeeds to any Special Declarant Right.

14. "Declaration" means this Declaration of Covenants, Conditions and Restrictions and any other recorded instruments, however denominated, that create this Community, including any amendments to those instruments and also including, but not limited to, plats and maps.

15. "Design Review Committee" or "Committee" means the committee appointed by the Declarant or by the Association to review requests for architectural approval and make recommendations to the Board of Directors for their approval or disapproval, as more fully provided in this Declaration.

16. "Development Rights" means any right or combination of rights reserved by a Declarant in this Declaration to:

(a) Add real estate to the Community;

(b) Create Units within the Community;

(c) Subdivide Units; or

(d) Withdraw real estate from the Community.

17. "First Security Interest" means a Security Interest (as hereinafter defined) that has priority of record over all other recorded liens except those liens made superior by statute (such as general ad valorem tax liens and governmental special assessments).

18. "Improvements" means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including, but not limited to, buildings, outbuildings, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment.

19. "Lot" means any separate numbered lot or plot of land shown upon any recorded subdivision map of the Community, or any portion thereof, and on which has been or is planned to be constructed an attached or detached residential dwelling.

20. "Member" means each Owner; membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit.

21. "Owner" means the Declarant, a Builder, or other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the owner of each Unit provided for in this Declaration until that Unit is conveyed to another Person who may or may not be a Declarant.

22. "Period of Declarant Control" means a length of time expiring twenty (20) years after initial recording of this Declaration in Mesa County, Colorado; provided, that the Period of Declarant Control shall terminate no later than either sixty (60) days after conveyance of seventy-five percent (75%) of the Units that May Be Created to Owners other than a Declarant, two (2) years after the last conveyance of a Unit by the Declarant in the ordinary course of business, or two (2) years after any right to add new Units to the Declaration was last exercised.

23. "Person" means a natural person, a corporation, a limited liability company, a partnership, an association, a trust, or any other entity or any combination thereof.

24. "Security Interest" means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation. For purposes of Article IV, Section 11, hereof, and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Article VI, Section 2. hereof, "Security Interest" shall also mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is the seller, whether such contract is recorded or not, and whether such contract is owned by the said Administrator or has been assigned by the Administrator and is owned by the Administrator's assignee, or a remote assignee, and the land records in the Office of the Clerk and Recorder of Mesa County, Colorado, show the Administrator as having the record title to the Unit.

25. "Security Interest Holder" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest (including, for purposes of Article IV, Section 11 hereof, and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Article VI, Section 2 hereof, the Administrator of Veterans Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not and the land records of the Clerk and Recorder of Mesa County, Colorado, show the said Administrator as having the record title to the Unit), or any successor to the interest of any such Person under such Security Interest.

26. "Special Declarant Rights" means rights reserved for the benefit of a Declarant to perform the following acts: To build and complete Improvements in the Community, including up to 155 Units; to exercise any Development Right, including future development and replatting of Lots AA, BB, CC and Block 7, Red Rocks Valley Subdivision; to maintain sales offices, construction offices, management offices, signs advertising the Community and sale of Units, and models; to use easements through the Common Elements for the purpose of making Improvements within the Community or within real estate which may be added to the Community; to merge or consolidate a Community of the same form of ownership; or to appoint or remove any officer of the Association or any member of the Board of Directors during any Period of Declarant Control. All of the Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Community. Declarant may exercise any or all of these Special Declarant Rights at any time and from time to time. Such rights shall terminate automatically on the earlier of the following events:

(a) conveyance of the last Unit by Declarant to an Owner other than Declarant; or

(b) twenty (20) years from the date of recordation of this Declaration, except with respect to the appointment of officers and directors which may only be exercised in accordance with Article III hereof.

27. "Subassociation" means any Colorado corporation and its successors and assigns, organized and established or authorized pursuant to, or in connection with, one or more Supplemental Declarations, the membership of which is composed of Owners of Units within the area covered by the Supplemental Declaration.

28. "Supplemental Declaration" means a written, recorded instrument, including without limitation a condominium declaration, containing covenants, conditions, restrictions, reservations, easements, or equitable servitudes, or any combination thereof, which affects any portion(s) of the Community.

29. "Unit" means any Attached Housing Unit, or Lot, which is now or hereafter included in the property described on the attached Exhibit "A" or on any other property as may hereafter be brought within the jurisdiction of the Association, with the exception of the Common Elements, any property owned by a Subassociation, and any publicly dedicated property.

30. "Units that May Be Created" means one hundred fifty-five (155) Units, one hundred three (103) single family homes and fifty-two (52) patio homes, which shall be the maximum number of Units that may be subject to this Declaration.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

1. Membership. The membership of the Association at all times shall consist exclusively of all Owners or, following termination of the Community, of all former Owners entitled to distributions of proceeds under the Act or their heirs, personal representatives, successors or assigns. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

2. One Class of Membership. The Association shall have one class of voting membership. Each Owner shall be entitled to one (1) vote for each Unit owned in accordance with the Allocated Interest attributable to such Unit, except that no votes allocated to a Unit owned by the Association may be cast; and further provided that the total votes of all Members who are Owners of Attached Housing Units shall not constitute more than thirty-four percent (34%) of all votes cast in connection with any matter voted on by the Members. The total number of votes which may be cast in connection with any matter shall be equal to the total of all Units then existing within the Community. Except as otherwise provided in Article III of this Declaration, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint and remove all officers and members of the Board of Directors which have been appointed by such Declarant. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Period of Declarant Control; but, in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

ARTICLE III
MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS

1. Authority of Board of Directors. Except as provided in this Declaration or the Association Bylaws, the Board of Directors may act in all instances on behalf of the Association.

2. Election of Board of Directors During Period of Declarant Control. No later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that May Be Created to Owners other than a Declarant or a Builder, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board of Directors must be elected by Owners other than the Declarant or a Builder. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that May Be Created to Owners other than a Declarant or a Builder, not less than thirty-three and one-third percent (33-⅓%) of the members of the Board of Directors must be elected by Owners other than the Declarant or a Builder.

3. Authority of Declarant: Termination of Period of Declarant Control. Except as otherwise provided in this Article III, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and directors and remove all officers and directors of the Board of Directors appointed by it. After the termination of the Period of Declarant Control, the Owners must elect a Board of Directors, at least a majority of whom must be Owners other than the Declarant or designated representatives of Owners other than the Declarant. The Board of Directors shall elect the officers. The members of the Board and officers shall take office upon election.

4. Delivery of Documents by Declarant. After the Owners other than the Declarant elect a majority of the members of the Board of Directors, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, if and as required by the Act.

5. Rules and Regulations. Rules and Regulations concerning and governing the Units, Common Elements, and/or this Community may be adopted, amended or repealed from time to time by the Board of Directors, and the Board of Directors may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines for the violation of any of such Rules and Regulations.

6. Budget. Within thirty (30) days after adoption of any proposed budget for the Community, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the members and shall set a date for a meeting of the members 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. Unless at that meeting the vote of sixty-seven percent (67%) of the Allocated Interests rejects the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the members must be continued until such time as the members ratify a subsequent budget proposed by the Board of Directors.

7. Indemnification. To the fullest extent allowed by law the Association shall indemnify and hold harmless the individual directors from any and all claims, demands or causes of action, including but not limited to attorneys fees and costs incurred in their defense, related to or arising out of the performance of their official duties.

ARTICLE IV
COVENANT FOR ASSESSMENTS

1. Personal Obligation for Assessments. Each Owner, including Declarant and each Builder, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees and shall be personally obligated to pay to the Association: annual assessments or charges, special assessments, and other charges, fines, fees, interest, late charges, and other amounts, all as provided in this Declaration, with such assessments and other amounts to be established and collected as hereinafter provided. 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 when due without notice or demand (except as otherwise expressly provided in this Declaration), and without set-off or deduction. All Owners of each Unit shall be jointly and severally liable to the Association for the payment of all assessments, fees, charges and other amounts attributable to their Unit. Each assessment, together with interest, late charges, costs, and reasonable attorneys fees, shall also be the personal obligation of the 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 to such Owner's successors in title unless expressly assumed by them. The Association's lien on a Unit for assessments shall be superior to any homestead exemption now or hereafter 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 land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Units, and for all of those purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to this Declaration or the Articles of incorporation or Bylaws of the Association, or by law; provided, however, that such assessments levied during the period of Declarant Control may not be used for the purpose of constructing Capital Improvements. The Association shall be responsible for the maintenance and repair of the private streets, mitigation berms, swales for drainage, rock fall berms, drainage detention facilities and pedestrian/bike paths.

3. Initial Annual Assessment.

(a) Until commencement of the second annual assessment period, the maximum annual assessment shall be Five Hundred Dollars ($500.00) per Unit.

(b) Effective with commencement of the second and each subsequent Association fiscal year, the maximum annual assessment against each Unit shall be increased effective each Association fiscal year by the greater of: (I) ten percent (10%); or (ii) in conformance with the rise, if any, of the Consumer Price Index published by the U.S. Department of Labor, Washington, D.C., for All Items and Major Group Figures for All Urban Consumers (1967 - 100), for the one (1) year period ending on the last day of October of the prior year. The aforesaid annual increase in the maximum annual assessment shall occur automatically upon the commencement of each Association fiscal year without the necessity of any action being taken with respect thereto by the Association. In the event the aforesaid Consumer Price Index is not published, for whatever reason, then if the increase in the maximum annual assessment is to be computed by reference to the Consumer Price Index, as provided herein, such calculation shall be made by using a substantially comparable index designated by the Board of Directors of the Association.

(c) Effective with commencement of the second and each subsequent Association fiscal year, the maximum annual assessment may be increased by a vote of the Members over the amount established by the applications of the provisions of 3(b) above for the next succeeding Association fiscal year and at the end of that year, for each succeeding Association fiscal year, provided that any such increase shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting setting forth the purpose therefor.

(d) The Board of Directors of the Association may, at any time and from time to time, after consideration of the projected maintenance costs and the other financial needs of the Association, fix the actual assessment against each Unit at an amount less than the maximum assessment for any Association fiscal year.

(e) Within thirty (30) days after adoption of any proposed budget for the Association, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the 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. Unless at that meeting a majority of all Owners reject the budget, the budget shall be ratified, whether or not a quorum of members is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

(f) The limitations contained herein shall not apply to any change in the maximum, actual and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(g) The Association shall maintain an adequate reserve fund out of the annual assessments for the repair and replacement of those elements of the Common Element that must be repaired or replaced on a periodic basis.

4. Rate of Assessment. Annual and special assessments shall be sufficient to meet the expected needs of the Association and shall be apportioned among the Units in accordance with their Allocated Interests. The annual assessments shall include an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced on a periodic basis, and for the payment of insurance deductibles. All Common Expenses shall be assessed against all the Units in accordance with the Allocated Interests set forth in this Declaration. If the Common Expense Liability is reallocated, annual assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liability.

5. Date of Commencement of Annual Assessments. Until the Association makes an annual assessment, which shall commence at such time as the Board of Directors may determine in its discretion, the Declarant shall pay the expenses of the Association. After any annual assessment has been made by the Association, annual assessments shall initially not be greater than the amount set forth in Section 3 of this Article, and thereafter shall be based on a budget adopted by the Association as provided above. A budget shall be so adopted by the Association no less frequently than annually. The annual assessments shall be due

and payable in monthly installments, in advance, or on such other dates, and with such frequency (which may be other than monthly, but not less frequently than annually), as the Board of Directors determines in its discretion from time to time, provided that the first annual assessment shall be adjusted to reflect the time remaining in the first Association fiscal year. Any Owner purchasing a Unit between annual due dates shall pay a pro rata share of the last payment due.

6. Special Assessment. In addition to the annual assessments authorized in this Article, the Board of Directors may levy, in any fiscal year, with the approval of Members casting at least two-thirds (2/3) of the Member votes cast at a meeting duly called for this purpose a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any portion of property for which the Association has repair and/or reconstruction obligations including fixtures and personal property related thereto, or for repair or reconstruction of any damaged or destroyed improvements, or for the finding of any operating deficit incurred by the Association. Any such special assessment shall be set against each Unit in accordance with the Allocated interests set forth in this Declaration. A meeting of the Members called for the purpose of considering the establishment of a special assessment shall be held in conformance with Section 7 of this Article Notwithstanding the foregoing, special assessments levied during the Period of Declarant Control may not be used for the purpose of constructing capital Improvements.

7. Notice and Quorum for any Special Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 6 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members, in person or by proxy, entitled to cast sixty percent (60%) of all the Association votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

8. Lien for Assessments.

(a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Owner. Fees, charges, late charges, attorney fees, fines and interest charged pursuant to this Declaration are enforceable as assessments under this Article. The amount of the lien shall include all those items set forth in this Section from the time such items become due. 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.

(b) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required. However, the Board of Directors or managing agent of the Association may prepare, and record in Mesa County, Colorado, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Unit, and a description of the Unit. If a lien is filed, the costs and expenses thereof shall be added to the assessment for the Unit against which it is filed and collected as part and parcel thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate.

(c) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of assessments become due.

(d) Unless the Declaration otherwise provides, if two (2) or more associations have liens for assessments created at any time on the same property, those liens have equal priority.

9. Priority of Association Lien.

(a) A lien under this Article is prior to all other liens and encumbrances on a Unit except:

i. Liens and encumbrances recorded before the recordation of the Declaration;

ii. A First Security Interest on the Unit, which was recorded before the date on which the assessment sought to be enforced became delinquent; and

iii. Liens for real estate taxes and other governmental assessments or charges against the Unit.

(b) A lien under this Section is also prior to the First Security Interests described in the preceding subsection (a)(ii) to the extent of an amount equal to the Common Expense assessments based on a periodic budget adopted by the Association as provided above, 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 non-judicial foreclosure either to enforce or to extinguish the lien.

(c) This Section does not affect the priority of mechanics or materialmen's liens or the priority of liens for other assessments made by the Association. A lien under this Article is not subject to the provisions of part 2 of Article 41 of Title 38, C.R.S., as amended, or to the provisions of §15-1 1-201, C.R.S. 1973, as amended.

10. Assessments/Charges for Services to Separate Areas of Community. The Association may, at any time from time to time, provide services to any Subassociation or other area(s) of the Community, including but not limited to maintenance of private road tracts, shared driveways, easements or common elements serving and benefitting specific Units rather than the entire Community. Any such services shall be provided, if at all, pursuant to an agreement in writing between the Association and such Subassociation or the Owners of the Units for which such service is to be provided, with such agreement to include a statement and terms for payment of the costs, fees and expenses that are to be paid by such Owners for such services, and which amounts shall include overhead expenses of the Association. Services which may be provided by the Association pursuant to this Section include, without limitation, (a) the construction, care, operation, management, maintenance, repair, replacement and renovation of Improvements or property owned by such Subassociation or Owner(s); (b)the provision of any services or functions to such area or Subassociation, such as trash removal; (c) the enforcement of the provisions of any Supplemental Declaration or any other document or agreement for, on behalf of, and in the name of the Subassociation or applicable Owners; (d) the collection of assessments for, in the name of, and on behalf of any Subassociation; (e) the

payment of taxes or other amounts for a Subassociation or Owners with funds provided by such Subassociation or Owners; (f) the procurement of insurance for a Subassociation or Owners; (g) the collection of charges for use of facilities of a Subassociation; and (h) the appointment and supervision of a manager(s) for a Subassociation or area.

11. Certificate of Status of Assessments. The Association shall furnish to an Owner or such Owner's designee or to a holder of a Security interest or its designee upon written request delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Unit. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding on the Association, the Board of Directors, and every Owner. If no statement is furnished to the Owner or Security Interest Holder or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Unit for unpaid assessments which were due as of the date of the request. The Association shall have the right to charge a reasonable fee for the issuance of such certificates.

12. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date thereof may bear interest from the due date at the rate of twenty-one percent (21%) per annum, or at such lesser rate as may be set from time to time by the Board of Directors, and the Board of Directors may assess thereon a late charge not in excess of Fifty Dollars ($50.00) per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Unit. If a judgment or decree is obtained, including, without limitation, in a foreclosure action, such judgment or decree shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action, and may include interest and late charges, as above provided. Each Owner is liable for assessments made against such Owner's Unit during the period of ownership of such Unit. No Owner may be exempt from liability for payment of any assessment by abandonment of the Unit against which the assessments are made. This Article does not prohibit actions or suits to recover sums for which this Declaration creates a lien or to prohibit the Association from taking a deed in lieu of foreclosure.

13. Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves, shall be retained by the Association as reserves and need not be credited to the Owners in proportion to their Common Expense Liability or credited to them to reduce their future assessments.

14. Other Charges. The Association may levy and assess Charges, costs and fees for the following matters, among others, in order to pay or reimburse the Association for costs and expenses incurred by or on behalf of Owner(s) from time to time, including without limitation reimbursement for Charges to the Association by its managing agent or other Person(s): copying of Association documents or other documents; return check Charges; Charges for telefaxes; long distance telephone calls; transfer charges or fees upon transfer of ownership of a Unit; charges for notices and demand letters; and other charges incurred by the Association for or on behalf of any Owner(s). The amount of such charges, costs, fees and expenses shall be set by the Board of Directors from time to time, shall be in addition to the assessments levied by the Association, and shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments.

15. Assessments for Misconduct. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that Common Expense exclusively against such Owner and his Unit.

16. Fines. The Units, Owners, and residents of any Unit, shall be subject to fines for violation of this Declaration, the Articles of Incorporation or Bylaws of the Association, or any other rule, regulation, restriction, requirement or other provision adopted by the Board of Directors. The Fine Policy of the Association shall be as adopted by the Board of Directors from time to time, except that the initial Fine Policy of the Association shall be as attached to the Bylaws of the Association upon the initial adoption and execution thereof by the Board of Directors. All fines shall be in addition to the assessments levied by the Association, from time to time, and shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments, including without limitation lien rights, interest, late Charges and attorneys' fees.

ARTICLE V
DESIGN REVIEW COMMITTEE

1. Composition of Committee. The Design Review Committee ("DRC") shall consist of three (3) or more persons appointed by the Board of Directors; provided, however, that until all of the Units have been conveyed by Declarant to the first Owner thereof (other than Declarant or a Builder), Declarant shall appoint the DRC. The power to "appoint," as provided herein, shall include without limitation the power to: constitute the initial membership of the DRC; appoint member(s) to the Committee on the occurrence of any vacancy therein, for whatever reason; and remove any member of the DRC, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the appointor. The terms of office of all then-current members of the Committee who were appointed by the Declarant shall automatically expire at the time of conveyance by the Declarant of all Units to the first Owner thereof (other than Declarant or a Builder).

2. Review by Committee. No structure, landscaping, or any attachment to an existing structure, any building, fences, walls, canopies, awnings, roofs, exterior lighting facilities, athletic facility, or other similar improvements or attachments, shall be constructed, erected, placed or installed upon the Property and no alteration of the material or appearance (including color) of the exterior of a residence or other structure shall be made, and no change in the grade of any Lot shall be performed, unless copies of plans and specifications therefor (said plans and specifications to show exterior design, height, colors, materials, location of the structure or addition to the structure and drainage, as well as such other materials and information as may be required by the DRC) shall have been first submitted to and approved in writing by the DRC. The plans and specifications so submitted shall comply in all respects with the applicable building and zoning regulations of the City of Grand Junction, County of Mesa, and with the drainage, flood, slope and USGS stability mitigation measures and restrictions established by the applicable site plan approved by the City of Grand Junction. The DRC shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to residences, other structures, 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 DRC may require that the applicant(s) pay the DRC a processing fee for the actual expenses incurred by the DRC in the review and approval process. Such amounts, if any, may be levied as part of the common expense assessment against the Lot for which the request for DRC 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, no Owner shall have the right to materially alter or modify the original fencing, landscaping improvements or grading installed by Declarant as a Common Element; provided, however, that the foregoing prohibition shall not prevent the repair and maintenance of the same so long as the repair or maintenance restores such items to their original condition. All improvements shall meet or exceed the standards set forth in the Red Rocks Valley Architectural Guidelines as adopted and published by the DRC which may be amended by the DRC at its discretion. The subdivision plat for the Property contains notes and conditions regarding building envelopes, setbacks, drainage facilities, rock slide berms, dwelling types and height, all of which are incorporated herein by this reference.

3. Procedures. The DRC 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 DRC may require in conjunction therewith. Complete submission shall be deemed to have occurred upon written notice by the DRC that it has received all the required materials. In the event that the DRC fails to approve or disapprove any request within thirty (30) days after the complete submission of all plans, specifications, materials and other information with respect thereto, or the DRC does not exist, approval shall not be required and this Article shall be deemed to have been fully complied with.

4. Vote. A majority of the DRC is required to approve a request for approval pursuant to this Article.

5. Prosecution of Work After Approval. After approval of a request for architectural approval, the work to complete the same shall be accomplished as promptly and diligently as possible and in complete conformity with the approval. Failure to complete the proposed Improvement within one (1) year after the date of approval of the application, or to complete the Improvement in accordance with the description and materials furnished to the Committee, and in accordance with the conditions imposed by the DRC with such approval, shall constitute a violation of this Article.

6. Notice of Completion. After completion of a proposed Improvement, the applicant for architectural approval shall give a written Notice of Completion to the Committee. Until the date of receipt of such Notice of Completion, the DRC shall be deemed to have notice of completion of any Improvement on which approval has been sought and granted as provided in this Article.

7. Inspection of Work. The DRC or its duly authorized representative shall have the right to inspect any Improvement prior to or after completion of the same in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article. However, unless the Committee expressly states, in a written document, that an Improvement is being completed or has been completed in conformance with the approval therefor, no such conformance shall be implied from inspection of the Improvement either during the work or after completion thereof.

8. Notice of Non-Compliance. If, as a result of inspections or otherwise, the DRC finds that any Improvement has been done without obtaining the approval of the DRC, or was not done in substantial compliance with the description and materials furnished to, any conditions imposed by, the Committee, or

was not completed within the required time period, the DRC shall notify the Board of Directors and the applicant thereof in writing of such noncompliance. Such Notice of Noncompliance shall be given, in any event, within sixty (60) days after the DRC receives any Notice of Completion from the applicant as provided above. Such Notice of Non-compliance shall specify the particulars of the non-compliance, shall require the applicant to take such action as the Committee or the Board may deem necessary or appropriate to remedy the non-compliance, and such Notice of Non-compliance, or a memorandum thereof, may be recorded against the Unit on which the non-compliance exists.

9. Correction of Non-Compliance. If the Committee determines that a noncompliance exists and the Committee gives its Notice of Non-compliance, all as above provided, the applicant who received such notice shall remedy or remove such noncompliance within a period of not more than forty-five (45) days from the date of the giving of such Notice of Noncompliance. If the applicant fails for any reason to correct the noncompliance, as aforesaid, then the Board of Directors may, at its option, record a Notice of Noncompliance against the Unit on which the noncompliance exists, if such notice was not previously recorded. In addition, the Board and/or the Committee and/or any Owner shall have whatever remedies may be available to each of them at law or in equity.

10. Architectural Standards. After expiration of the period of Declarant control, the Board of Directors, with the advice of the DRC, may, at any time from time to time, enact, issue, promulgate, modify, amend, repeal, re-enact, and enforce architectural standards to interpret and implement the provisions of this Article including, without limitation, those relating to the procedures, materials to be submitted, specifications of items, types or kinds of Improvements which will or will not be approved by the DRC, and additional factors which may be taken into consideration in connection with the DRC's consideration of any request for architectural approval. Any architectural standards so adopted by the Board shall be consistent, and not in conflict, with this Article and the Design Guidelines referenced above.

11. Records. The DRC shall maintain written records of all applications submitted to them and all actions taken by them thereon, and such records shall be available to Members for inspection at reasonable hours of the business day.

12. Liability. Neither the Board of Directors nor the DRC, nor any members thereof; shall be liable in equity or 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 their jurisdiction hereunder.

13. Appeals. An owner has the right to appeal any decision made by the DRC. All appeals shall be submitted in writing to the Board of Directors. The appeal will then be reviewed and the owner will receive a written response within (15) days. The Board of Directors may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article or Article IX hereof, in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or Improvements in the neighborhood and shall not militate against the general intent and purpose hereof. Any applicant for a variance is obligated, where required by the City of Grand Junction, to receive approval from the City as well as the Board.

14. Waiver. The approval or consent of the Board of Directors 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 Board of Directors, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required.

ARTICLE VI
INSURANCE

1. Insurance. The Association shall maintain the following types of insurance on the Common Elements, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of said coverage shall be paid by the Association as Common Expenses. Notwithstanding any of the specific insurance requirements specified in this Article, the Association may also consider, in determining the types and amount of insurance it needs to obtain, the then-existing requirements of any of the Agencies with respect to their insurance, guaranty; or purchase of Security Interests.

(a) Property insurance for broad form covered causes of loss; except that the total amount of insurance must not be less than the full insurable replacement cost of all insured property less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, foundations, excavations and other items normally excluded from property policies.

(b) Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements, insuring the Association in an amount not less than One Million Dollars ($1,000,000.00) per occurrence, insuring the Board of Directors, the Association, any managing agent, and their respective employees, agents and all Persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's capacity as an Owner and member of the Board of Directors. The Owners shall also be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

(c) A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, Owners, trustees and employees of the Association and/or any independent contractor employed by the Association for the purpose of managing the Community and/or any Owner who controls or disburses finds of the Association, in an amount at least equal to the estimated maximum of funds, including maintenance reserves, in the custody of the Association at any given time; provided, however, that such fidelity coverage or fidelity bonds shall not be in an amount less than two (2) months aggregate assessments on the Units, plus such reserve funds as calculated from the current budget of the Association. The Association may carry fidelity insurance in amounts greater than required hereinabove and may require any independent contractor employed for the purposes of managing the Community to carry more fidelity insurance coverage than required hereinabove. In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase, at its own expense, a policy of fidelity insurance or bonds which fully complies with the provisions of this subparagraph (c).

(d) If any of the Common Elements are located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage on such parcels has been made available under the National Flood Insurance Program, then such a policy of flood insurance on such parcels in an amount at least equal to the lesser of:

i. the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within a designated flood hazard area; or

ii. one hundred percent (100%) of current replacement cost of all buildings and other insurable property located within a designated flood hazard area.

(e) In addition, the Association may obtain insurance against such other risks of a similar or dissimilar nature, or on such other property, as the Board of Directors deems appropriate from time to time, to the extent that such coverage is reasonably available, including, but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

2. General Provisions of Insurance Policies. All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney-in-fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association. The policy or policies shall contain a standard non-contributory Security Interest Holder's clause in favor of each Security Interest Holder and a provision that it cannot be canceled or materially altered by either the insured or the insurance company until thirty (30) days' prior written notice thereof is given to the insured and each Security Interest Holder, insurer or guarantor of a Security Interest. The Association shall furnish a certified copy or duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the Owner in question, to any party in interest, including Security Interest Holders, upon request. Any such shall also contain waivers of subrogation. All policies shall contain waivers of any defense based on invalidity arising from any acts or neglect of an Owner where such Owner is not under the control of the Association.

3. Deductibles. The Association may adopt and establish written non-discriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. Any loss, or any portion thereof, which falls within the deductible portion of a policy that is carried by the Association, shall be borne by the Person who is responsible for the repair and maintenance of the property which is damaged or destroyed, may be apportioned among the parties sharing in a joint duty of repair and maintenance, or may be partly or wholly borne by the Association, at the election of the Board of Directors. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of one or more Owners. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner(s) in question, in such amounts as the Board of Directors may deem appropriate, and the Association may collect the amount(s) from said Owner(s) in the same manner as any assessment.

4. Payment of Insurance Proceeds. Any loss covered by an insurance policy described in Section 1 of this Article must be adjusted with the Association, but the insurance proceeds for that loss shall

be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and holders of Security Interests as their interests may appear. Subject to the provisions of Section 1 of Article VIII of this Declaration, the proceeds must be disbursed first for the repair or restoration of the damaged property; and the Association, Owners and Security Interest Holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Community is terminated.

5. Association Insurance as Primary Coverage. If at the time of any loss under any policy which is in the name of the Association, there is other insurance in the name of any Owner and such Owner's policy covers the same property or loss, or any portion thereof, which is covered by such Association policy, such Association policy shall be primary insurance not contributing with any of such other insurance. An Owner shall be liable to the Association for the amount of any diminution of insurance proceeds to the Association as a result of policies of insurance of an Owner, and the Association may collect the amount from said Owner in the same manner as any assessment.

6. Acceptable Insurance Companies. Each hazard insurance policy purchased by the Association must be written by a hazard insurance carrier which is authorized by law to do business in the State of Colorado. The Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee, or (b) under the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of delegates, policy holders or members, or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or any Owner from collecting insurance proceeds.

7. Insurance to be Maintained by Owners. Unless otherwise expressly provided in this Declaration, an insurance policy issued to the Association does not obviate the need for Owners to obtain insurance for their own benefit. Insurance coverage on each Unit and the Improvements thereon, as well as on the furnishings and other items of personal property belonging to an Owner, and public liability insurance coverage on each Unit, shall be the responsibility of the Owner of such Unit.

8. Notice of Cancellation. If the insurance described in Section 1 of this Article is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefor having been obtained, the Association promptly shall cause notice of that fact to be hand delivered, or sent prepaid by United States mail, to all Owners.

ARTICLE VII
DAMAGE OR DESTRUCTION

1. Damage or Destruction.

(a) Any portion of the Community for which insurance is required under this Declaration which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

i. The Community is terminated;

ii. Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

iii. Eighty percent (80%) of the Owners, including every Owner of a Unit that will not be rebuilt, vote not to rebuild; or

iv. Prior to the conveyance of any Unit to a Person other than the Declarant, the Security Interest Holder of a deed of trust or mortgage on the damaged portion of the Community rightfully demands all or a substantial part of the insurance proceeds.

v. cost of repair or replacement that is covered by insurance carried by the Association, but which is in excess of insurance proceeds and reserves, is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable thereto must be used to restore the damaged area to a condition compatible with the remainder of the Community and, except to the extent that other Persons will be distributees, the remainder of the proceeds must be distributed to all the Owners or lien holders, as their interests may appear, in proportion to the Common Expense Liability of all the Units. If the Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned as provided in Article XII, Section 12 hereof, and the Association promptly shall prepare, execute and record an amendment to this Declaration reflecting such reallocations.

2. Units. Any damage to or destruction of any structure located on a Unit shall, except as hereafter provided, be promptly repaired and reconstructed by the Owner thereof using insurance proceeds and personal funds of such owner. "Repaired and reconstructed," as used in this Section, shall mean restoring the structure to substantially the same condition in which it existed immediately prior to such damage or destruction, including having the same boundaries as before. However, if a residence located on a Unit shall be destroyed or so damaged that the residence is no longer habitable, then the Owner of such Unit shall, within a reasonable time not to exceed 120 days after the event resulting in such damage or destruction, either commence and diligently pursue repair or reconstruction of the residence or demolish the same. Demolition of a residence shall include removal of any foundation slab, basement walls and floors, regrading of the Unit to a level condition, and the installation of such landscaping as may be required by the DRC pursuant to a plan submitted to and approved by said Committee. If the Owner of a Unit does not either commence repair, reconstruction or demolition activities within a reasonable time, as provided above, and diligently pursue the same in conformance with the plans approved by the Committee, then the Association may, in its reasonable discretion, after providing the notice required in Article VIII, Section 2 hereof, enter upon the Unit for the purpose of demolishing the residence and then landscape the Unit in conformance with approved plans. The cost related to such demolition and landscaping shall be the personal obligation of the Owner of the Unit on which such work is performed and shall be subject to all the terms and provisions applicable to assessments as provided in Article IV hereof, including without limitation, interest, late charges and lien rights.

ARTICLE VIII
EXTERIOR MAINTENANCE

1. General.

(a) Maintenance, repair and replacement of the Common Elements and all Improvements located thereon, and any drainage structure or facilities, or other public Improvements required by the local governmental entity as a condition of development of the Community or any part thereof, shall be the responsibility of the Association unless such Improvements have been dedicated to and accepted by the local governmental entity for the purpose of maintenance, repair or replacement or unless such maintenance, repair or replacement has been authorized by law to be performed by a special district or other municipal or quasi-municipal entity. Further, the Association may provide such other maintenance and repair as the Board of Directors may determine in its discretion from time to time, including, without limitation, publicly-dedicated property and Improvements located thereon (such as street medians, cul-de-sac landscaping, landscape tracts, other landscaping, trails, fences, and off-street parking). The costs to be expended for the maintenance, repair, replacement and servicing described in this Section shall, subject to Section 4 of this Article, be collected by the Association as assessments pursuant to Article IV hereof.

(b) In addition to the foregoing, the Association shall maintain, repair and replace all Common Element fencing, if any, which has been installed by the Declarant, and by the Declarant on or adjacent to arterial and collector roads, shall maintain, repair and replace storm water facilities including drainage ponds, level spreaders and outfall structures; rock slide berms; the irrigation systems; parking courtyards and driveways; walkways not in the public right of way and play areas not maintained by the City of Grand Junction. All snow removal shall be accomplished without the use of salt based snowmelt on concrete surfaces.

(c) The maintenance, repair and replacement of each Unit, and the Improvements thereon, including, but not limited to the interior thereof, shall be the responsibility of the Owner of such Unit, unless the Supplemental Declaration therefor provides for the applicable Subassociation or other entity to provide such maintenance, repair or replacement. The Association and each Owner, and their agents and contractors, are hereby granted an easement for the purpose of maintenance and repair of the Owner's Unit on, over, across, under and through any Unit upon reasonable notice to the Owner thereof. Any damage occurring to such Unit or the Improvements thereon in performing such repairs or maintenance shall be the responsibility of the party performing or authorizing such repairs or maintenance.

2. Association's Right to Repair, Maintain, Restore and Demolish. In the event any Owner shall fail to perform his maintenance, repair and/or reconstruction obligations in a manner satisfactory to the Board of Directors, the Association may, if said failure continues for a thirty (30) day period after written notice to said Owners by the Board, enter upon said Unit subsequent to the expiration of said thirty (30) day time period to perform any or all of such maintenance, repair or restoration or, pursuant to Article VII, Section 2 hereof, to demolish a residence. The cost of such maintenance, repair, reconstruction and/or demolition shall be the personal obligation of the Owner of the Unit on which such work is performed, and shall be subject to all of the terms and provisions applicable to "assessments" as provided in Article IV hereof, including, without limitation, interest, late charges and lien rights.

3. Access Easement. Each Owner shall afford to the Association and the other Owners, and to their agents or employees, access through such Owner's Unit reasonably necessary for maintenance, repair and replacement of any Common Elements and any other property or Improvements maintained, repaired or replaced by such Person(s). If damage is inflicted, or a strong likelihood exists that it will be inflicted, on the Common Elements, any other property, or any Unit through which access is taken, the Owner responsible for the damage, or expense to avoid damage, or the Association if it is responsible, is liable for the cost of prompt repair. Further, each Unit shall be subject to an easement in favor of the Association (including its agents, employees and contractors) for performing maintenance, repair and/or reconstruction as provided in this Article during reasonable hours after reasonable notice to the Owners or occupants of any affected Unit, except that no such notice shall be required of the Association in connection with any fence or landscape maintenance, repair and replacement, and except that in emergency situations entry upon a Unit may be made at any time provided that the Owner or occupants of each affected Unit shall be warned of impending emergency entry as early as is reasonably possible. The interior of any residence located on a Unit shall not be subject to such easements as provided for in this Section.

4. Owner's Misconduct. Notwithstanding anything to the contrary. contained in this Declaration, in the event that the need for maintenance, repair or reconstruction of the Common Elements, any other property, or any Improvements located thereon, is caused by the misconduct of any Owner, or by the misconduct of any member of such Owner's family or by a guest or invitee of such Owner, the cost of such repair, maintenance, reconstruction or expense to avoid such damage shall be the personal obligation of such Owner to the extent that said Owner would be liable for the acts of such Person(s) under the laws of the State of Colorado; and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to the assessment to which such Owner's Unit is subject and shall be subject to all of the terms and provisions of Article IV of this Declaration. A determination of the misconduct of any Owner, or any member of an Owner's family or a guest or invitee of 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 said Owner to a court of law.

ARTICLE IX
RESTRICTIONS

1. General Plan. It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Community.

2. Restrictions Imposed. This Community is subject to the recorded easements, licenses and other matters listed on Exhibit "B" attached hereto and incorporated herein by this reference. In addition, the Declarant declares that all of the Units shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration.

3. Residential Use. Subject to Section 4 of this Article IX, Units shall be used for residential use only, including rental and other similar uses which may customarily be made of an Attached Housing Area, and including uses which are customarily incident to any of the foregoing, but such residential use shall exclude uses (other than the foregoing) which are for business, commercial or professional purposes; provided, however, that an Owner may use his Unit for professional or home occupation(s) so long as the

applicable zoning permits such use, there is no external evidence thereof, and no unreasonable inconvenience to other residents of the Units is created thereby.

4. Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant, its employees, agents, and contractors, as well as any Builder (but only with the express written consent of the Declarant), to perform such reasonable activities, and to maintain upon portions of the Units and the Common Elements such facilities as Declarant deems reasonably necessary or incidental to the construction and sale of Units, and development and construction of Improvements, specifically including, without limiting the generality of the foregoing, locating, maintaining and relocating management offices, signs, model units and sales offices, in such numbers, of such sizes, and at such locations as it determines in its reasonable discretion from time to time. Further, nothing contained in this Declaration shall limit the rights of Declarant or require Declarant to obtain approvals: (a) to excavate, cut, fill or grade any property (with the consent of the Owner thereof) or to construct, alter, demolish or replace any Improvements; (b) to use any Improvements on any property (with the consent of the Owner thereof) as a construction, management, model home or sales or leasing office in connection with the development, construction or sale of any property; and/or (c) to require Declarant to seek or obtain the approval of the DRC, the Board of Directors, or the Association for any such activity. Any real estate used as a sales office, management office, or a model, shall be a Unit.

5. 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 up to two (2) dogs, cats, and fish or other domestic animals which are bona fide household pets, so long as such pet(s) are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident(s). An Owner's right to keep household pets shall be coupled with the responsibility to pay for any costs to the Association for any damages caused by such Owner's Pet(s) and shall comply with the provisions of the Grand Junction Municipal Code. All pets must be controlled on a leash or contained so that they do not become a nuisance and do not run at large or endanger or harass people, animals or pets.

6. Temporary Structures; Unsightly Conditions; Accessory Buildings. Except as herein provided, no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Unit; provided, however, that during the actual construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any structure or other Improvements shall be prosecuted diligently from the commencement thereof until the completion thereof. Further, no unsightly conditions, structures, facilities, equipment or objects shall be so located as to be visible from a street or from any Unit.

7. Miscellaneous Improvements.

(a) No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Lot other than a name plate of the occupant and a street number, and except for a "For Sale" or "For Rent" sign not to exceed five (5) square feet and except for political signs, and flags complying with §38-33.3-106.5, C.R.S.; notwithstanding the foregoing, signs, advertising, or billboards used by the Declarant or its designees in connection with the sale or rental of Lots, or otherwise in connection with any development of the Property, shall be permissible, provided that such use by the Declarant or its designees

shall not unreasonably interfere with any Owner's use and enjoyment of his Lot, the Common Elements, or with such Owner's ingress or egress from a public way to the Common Elements or his Lot. All signs shall be permitted pursuant to the City of Grand Junction regulations. All other signage shall be reviewed and approved by the DRC subject to the Residential Design Guidelines.

(b) No clotheslines, service yards, wood piles or storage areas shall be so located on any Unit as to be visible from a street or from the ground level of any other Unit.

(c) No refrigerating, cooling, solar, or heating apparatus shall be permitted unless approved by the DRC.

(d) Except as may otherwise be permitted by the DRC, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type, shall be placed, erected or maintained on any Unit, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Declarant during its sales or construction upon the Units; and provided further, however, that the requirements of this subsection shall not apply to those "antenna" which are specifically covered by the Telecommunications Act of 1996, as amended from time to time, or regulations adopted thereunder. As to "antenna' which are specifically covered by the Telecommunications Act of 1996, as amended, or regulations adopted thereunder, the Association shall be empowered to adopt sales and regulations governing the types of "antenna" that are permissible and, to the extent permitted by the Telecommunications Act of 1996, as amended, or regulations adopted thereunder, establishing reasonable, non-discriminatory restrictions or requirements relating to appearance, safety, location and maintenance.

(e) No fences shall be permitted except with the approval of the DRC.

(f) No wind generators of any kind shall be constructed, installed, erected or maintained on a Unit.

(g) Any exterior lighting installed or maintained shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby property.

(h) No wood shake roofs shall be permitted on any structure, and all driveways and parking pads shall have a concrete surface.

8. Vehicular Parking, Storage and Repairs.

(a) Outdoor parking of recreational vehicles, boats, trailers, motor homes, buses and campers is permitted within the season of use. Parking of such vehicles is limited to a period of 48 hours and must be within the two designated parking spaces within the property limits. Utilization of the on-street guest parking is prohibited. These restrictions, however, shall not restrict trucks or other commercial vehicles which are necessary for on-site construction, maintenance, repair or replacement of any property in the Community, or any Improvements located thereon; nor shall such restriction prohibit vehicles that may be otherwise parked as a temporary expedient for loading, delivery or emergency.

(b) Except as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on any Unit or parked or stored elsewhere in such a manner as to be visible from any Unit. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of seventy-two (72) hours or longer, or which does not have an operable propulsion system installed therein or which is not then currently licensed and registered; provided, however, that otherwise permitted vehicles parked by Owners while on vacation (for a maximum of two (2) weeks) or during a period of illness, shall not be deemed to be abandoned.

(c) In the event the Association shall determine that a vehicle is parked or stored in violation of subsections (a) or (b) of this Section, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the Association in its discretion from time to time, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.

(d) 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 in the Community unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.

(e) Without limiting any of the aforesaid provisions of this Section, the Association shall have the right, at any time from time to time, to promulgate, enact, adopt, amend, repeal, reenact and enforce restrictions, requirements or other regulations having to do with parking of vehicles.

9. Nuisances. No nuisance shall be permitted which is visible within or otherwise affects the Community nor any use, activity or practice which is a source of annoyance or embarrassment to, or which offends or disturbs the resident of any Unit or which interferes with the peaceful enjoyment or possession and proper use of any Unit, or any portion thereof, by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant or a Builder which are reasonably necessary to the development and construction of, and sales activities on, the Units; provided, however, that such activities of the Declarant or a Builder shall not unreasonably interfere with any Owner's use and enjoyment of his Unit, or with any Owner's ingress and egress to or from his Unit and a public way. No noxious or offensive activity shall be carried on, nor shall anything be done or placed which is or may become a nuisance or cause embarrassment, disturbance or annoyance to person(s) in the Community. Further, no immoral, improper, offensive or unlawful use shall be permitted or made of the Community any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community, or any portion thereof, shall be observed.

10. No Hazardous Activities. No activities shall be conducted in the Community, or within Improvements constructed thereon, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fires shall be lighted or permitted except in a contained unit while attended and in use or within an interior fireplace, or

except such campfires or picnic fires on property which may be designated for such use by the Association. Further, any hazardous activity which may affect any portion of the Community is prohibited.

11. No Annoying Lights, Sounds or Odors. No light shall be emitted from any Unit which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Unit which is unreasonably loud or annoying; and no odor shall be permitted from any Unit which is noxious or offensive to others. Further, no annoying light, sound or odor which may be seen, smelled or heard from any Unit, shall be permitted.

12. Restrictions on Trash and Materials. No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on any Unit unless placed in a suitable container suitably located solely for the purpose of garbage pickup or composting. Further, no trash or materials shall be permitted to accumulate in such a manner so as to be visible from any Unit. 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. The Association shall have the right to mandate participation in a recycling trash removal program applicable to the entire Community contracted for by the Association.

13. Minor Violations of Setback Restrictions. If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Unit immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section shall prevent the prosecution of a suit for any other violation of the restrictions, covenants, or other provisions contained in this Declaration. A "minor violation," for the purpose of this Section, is a violation of not more than four (4) feet beyond the required setback lines or Unit lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to, or replacements of, any of such structures.

14. Units to be Maintained. Each Unit shall at all times be kept in a clean, sightly and wholesome condition by the Owner of the Unit. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Unit except as necessary during the period of construction or as provided in Section 12 of this Article.

15. Leases. The term "lease," as used herein, shall include any agreement for the leasing or rental of a Unit, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any Owner shall have the right to lease his Unit, or any portion thereof, as along as all leases provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of the City of Grand Junction Codes and Ordinances, this Declaration, and the Articles of Incorporation, Bylaws and rules and regulations of the Association, and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under such lease.

16. Management Agreements and Other Contracts. Any agreement for professional management of the Association's business or other contract providing for services of the Declarant shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon not more than ninety (90) days' prior written notice; provided, however, that any such management agreement(s) entered into by the Association with a

manager or managing agent prior to termination of the Period of Declarant Control shall be subject to review and approval by HUD or VA if, at the time such agreement is entered into, VA has a guarantee(s) or HUD has insurance on one or more Security Interests, and shall terminate absolutely, in any event, no later than thirty (30) days after termination of the Period of Declarant Control.

17. Maintenance of Grade and Drainage: Easements for Drainage and Utilities.

(a) Each Owner shall maintain the grading and drainage hazard mitigation upon his Unit, and the Association shall maintain the grading and drainage hazard mitigation upon the Common Elements, at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes. Each Owner and the Association agree, for themselves and their heirs, personal representatives, successors and assigns, that they will not in any way interfere with the established drainage pattern over any such real property, from adjoining or other property. Construction of improvements outside the established building envelopes is prohibited. In the event that it is necessary or desirable to change the established drainage over any Unit or Common Elements, then the party responsible for the maintenance of such real property shall submit a plan to the DRC for its review and approval, in accordance with the provisions of Article V of this Declaration. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading of a Unit is completed.

(b) Easements for the installation and maintenance of utilities, drainage facilities, public or private improvements and access thereto are reserved as shown on the recorded plats, as amended, affecting the Units, or as established by any other instrument of record. Declarant hereby reserves, for itself and the Association, easements for drainage or drainage facilities across the five (5) rear and five (5) side feet of each Unit. As more fully provided above in this Section, no Improvements shall be placed or permitted to remain on any Unit, nor shall any change in grading be permitted to exist, which may change the direction of flow or obstruct or retard the flow of water through channels or swales within such rear and side yard drainage easements. Declarant reserves to itself and to the Association the right at any time to enter in and upon each five-foot rear and side yard drainage easement, and at any time to perform such grading, drainage or corrective work as Declarant or the Association may deem necessary or desirable in their sole discretion from time to time.

18. Use of Common Elements by Declarant and Builders. An easement is hereby granted to the Declarant and Builders on, over and through the Common Elements as may be reasonably necessary for the purpose of discharging any of Declarant's obligations or exercising any Special Declarant Rights. Subject to the immediately preceding sentence:

(a) No use shall be made of the Common Elements which will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Common Elements.

(b) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Common Elements to all Members, nor shall any Owner place any structure whatsoever upon the Common Elements.

(c) The use of the Common Elements shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors.

(d) No use shall ever be made of the Common Elements which will deny ingress and egress to those Owners having access to their Units only over Common Elements, and the right of ingress and egress to said Units is hereby expressly granted.

19. Landscaping. Within the time frames as hereinafter provided, the Owner (other than Declarant or a Builder) of each Unit shall install landscaping on all of the Unit which is not covered by a building or building Improvement, and shall thereafter maintain such landscaping in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds, and replacement of landscaping. As provided in the Design Guidelines, the Owner of each Unit (other than Declarant or a Builder) shall install landscaping on such Unit within one hundred eighty (180) days after acquisition of such Unit by such Owner if said time period occurs between April 1 and October 1; if said time period does not occur between such dates, than such landscaping shall be installed by such Owner by the Following October 1. Landscaping plans and other required documents shall be professionally done, shall be in accordance with the Design Guidelines, and shall be submitted to the DRC for review (with approval or disapproval to be decided by the Board of Directors); and the approval of the same shall be obtained prior to the installation of landscaping, except where installed by the Declarant. If any Owner fails to comply with this Section, or with the requirements of the Board of Directors in installation of landscaping, the Association may, at the direction of the Board of Directors, enter upon such Unit and install or maintain landscaping for which the Owner shall be obligated to pay, in accordance with and subject to the provisions of Article VIII, Section 2 hereof. All Common Element landscaping shall be maintained by the Association.

20. Lot Line Adjustments. The Declarant hereby reserves, as a Special Declarant Right in order to build and complete Improvements in the Community, the right to move any Lot line(s) with the consent of the Owner(s) of each Unit whose Lot line is being moved. Such Lot line adjustments may be done by the Declarant, if at all, for the purpose of accommodating Improvements which are constructed or are to be constructed, and shall not change the number of Units in the Community at the time such Lot line adjustment is approved by the applicable governmental entity. This Special Declarant Right shall terminate automatically as provided in Article I, Section 26 of this Declaration.

21. Easement for Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, a valid easement for the encroachment exists.

22. Irrigation Water. Upon recordation of the final plat for the subdivision the Declaration shall convey fifty-four (54) shares of Redlands Water & Power Co. irrigation water stock to the Association. The Association shall operate and maintain the irrigation water delivery system and shall have the right to promulgate rules and regulations for the efficient use of the irrigation system.

23. Drainage. Release of contaminants or hazardous materials into the Red Rocks Valley Subdivision drainage is prohibited. Established drainage grades shall not be disturbed by the Unit owners.

24. Geotechnical Requirements. Prior to commencement of the construction of any improvements the owner of such proposed improvements shall provide the DRC with plans for an engineered foundation and Lot drainage and grading certified by a Colorado licensed engineer or by a certified landscape

architect. Written confirmation of compliance with the Red Rocks Valley Subdivision geotechnical requirements, as set forth in the Architectural Guidelines, shall be submitted by a Colorado licensed engineer to the DRC for review and approval.

25. Shared Driveways. Lots 4, 5 and 6, Block 2; Lots 8 and 9, Block 2; and Lots 16 and 17, Block 2, Red Rocks Valley Subdivision, shall be subject to a shared driveway easement over and across the areas depicted on Exhibit "C" attached hereto and by this reference incorporated herein..

ARTICLE X
PROPERTY RIGHTS IN THE COMMON ELEMENTS

1. Owners' Easements. Subject to the provisions of Article IX, Section 18 hereof and to this Article X, every Owner shall have a non-exclusive right and easement for the purpose of access to their Units and for use for all other purposes, in and to the Common Elements, and such easement shall be appurtenant to and shall pass with the title to every Unit. Tracts O, P, R and S, Red Rocks Valley Subdivision shall be maintained as private roads providing ingress and egress to the Units contiguous thereto.

2. Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to borrow money for the purpose of improving the Common Elements and to mortgage said property as security for any such loan; provided, however, that the Association may not subject any portion of the Common Elements to a Security Interest unless such is approved by Members casting at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Units not owned by the Declarant; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure; and

(c) The right of the Association to promulgate and publish rules and regulations with which each Member shall strictly comply, including, but not limited to, the right of the Association to regulate and/or restrict vehicular parking and Improvements; and

(d) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Unit remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of the Association's Bylaws or rules and regulations; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Elements owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless first approved by the Members entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Units not owned by the Declarant, and unless written notice of the proposed agreement and the proposed dedication or transfer is sent to every Member at least thirty (30) days in advance of any action taken. Notwithstanding the foregoing, the granting of permits, licenses and easements for public utilities, roads or for other purposes reasonably

necessary or useful for the proper maintenance or operation of the Community shall not be deemed a transfer within the meaning of this subsection (e); and

(f) The right of the Association, through its Board of Directors, to enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of real property or Improvements by Owners, other Persons, their family members, tenants, guests and invitees, for any purpose(s) the Board of Directors may deem to be useful, beneficial or otherwise appropriate; and

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

3. No Construction on Common Elements. Other than the Declarant and the Association, no Person shall be permitted to construct any structure(s) or place any permanent Improvement(s) upon the Common Elements, nor to enclose any portion of the Common Elements.

4. Delegation of Use. Any Owner may delegate his right of use of and access over the Common Elements to the members of his family, his tenants, or contract purchasers who reside on his Unit.

5. Payment of Taxes or Insurance by Security Interest Holders. Security Interest Holders shall have the right, jointly or singly, to pay taxes or other charges or assessments which are in default and which may or have become a lien against the Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Elements, and any Security Interest Holders making any such payments shall be owed immediate reimbursement therefor from the Association.

6. Duty to Accept Property and Facilities Transferred by Declarant. The Association shall accept title to all Common Elements, including Improvements thereon, as well as personal property, equipment, and easements, if any, transferred to the Association by the Declarant, together with responsibility to perform all duties and functions of the Association which are set forth in this Declaration. As of the date of recording of this Declaration, interests which are planned to be transferred by the Declarant to the Association are planned to consist only of fee simple title to Common Elements to be located in the property described on the attached Exhibit "A" and/or the property which is annexable to this Declaration as provided in Article XII, Section 5 hereof, and/or easements.

7. Conveyance or Encumbrance of Common Elements.

(a) Portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association only if Person entitled to cast at least eight percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Units not owned by a Declarant, agree to that action.

(b) An agreement to convey Common Elements or subject them to a Security Interest must be evidenced by the execution of an agreement, or ratification thereof, in the same manner as a deed, by the requisite number of Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every county in which a portion of the Community is situated and is effective only upon recordation.

(c) The Association, on behalf of all Owners, may contract to convey an interest in the Community pursuant to subsection (a) of this Section, but the contract is not enforceable against the Association until approved, executed and ratified. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute the deeds or other instruments.

(d) Unless in compliance with this Section, any purported conveyance, encumbrance, judicial sale or other transfer of Common Elements is void.

(e) A conveyance or encumbrance of Common Elements pursuant to this Section shall not deprive any Unit of its rights of ingress and egress to the Unit and support of the Unit.

(f) A conveyance or encumbrance of Common Elements pursuant to this Section does not affect the priority or validity of preexisting encumbrances.

ARTICLE XI
SECURITY INTERESTS

1. Applicability of Articles. Until, and unless, a Condominium Unit is included within the Community, this Article shall not apply. This Article shall become applicable upon, and only upon, the inclusion of any Condominium Unit in the Community.

2. Approval by Members and Security Interest Holders of First Security Interests. Notwithstanding any provisions of this Declaration to the contrary, the Association shall not:

(a) except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements, unless it has obtained the prior written approval of the Owners (other than the Declarant) casting at least sixty-seven percent (67%) of the votes in the Association or of those Security Interest Holders holding at least sixty-seven percent (67%) of the First Security Interests (based upon one vote for each First Security Interest owned):

i. by act or omission seek to abandon or terminate the Community;

ii. change the pro rata interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards, or determine the pro rata share of ownership of each Unit in the Common Elements (however, this requirement will be deemed waived to the extent necessary to allow phasing, add-ons, or annexations in accordance with this Declaration);

iii. partition or subdivide any Condominium Unit;

iv. seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements by act or omission. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Community is not a transfer within the

meaning of this clause. (However, this requirement will be deemed waived to the extent necessary to allow phasing, add-ons, or annexations, in accordance with this Declaration);

v. use hazard insurance proceeds for losses to any property (whether Units or Common Elements) for other than the repair, replacement, or reconstruction of such property.

(b) Unless it has obtained the consent of Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association, and of Security Interest Holders of First Security Interests who represent at least fifty-one percent (51%) of the votes of Units that are subject to such First Security Interests (and who have submitted a written request that the Association notify them of any proposed action requiring the consent of a specified percentage of Security Interest Holders of First Security Interests), add or amend any material provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association which govern any of the following, provided that the implied approval of any Security Interest Holder of a First Security Interest shall be assumed if such Security Interest Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after such Security Interest Holder receives proper notice of the proposal delivered by certified or registered mail with a 'return receipt" requested:

i. voting rights;

ii. increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;

iii. reductions in reserves for maintenance, repair, and replacement of Common Elements;

iv. responsibility for maintenance and repairs;

v. reallocation of interests in the Common Elements or rights to use of the Common Elements;

vi. redefinition of any Unit boundaries;

vii. convertibility of Units into Common Elements or vice versa;

viii. expansion or contraction of the Community, or the addition, annexation or withdrawal of property to or from the Community;

ix. hazard or fidelity insurance requirements;

x. imposition of any restrictions on the leasing of Units;

xi. imposition of any restrictions on an Owner's right to sell or transfer his or her Unit;

xii. a decision by the Association (if the Community consists of fifty (50) or more Units) to establish self-management if professional management had been required previously by the Declaration, the Articles of Incorporation, or Bylaws of the Association, or by a Security Interest Holder of a First Security Interest who has submitted a written request that the Association notify them on any proposed action requiring the consent of a specified percentage of Security Interest Holders of First Security Interests;

xiii. restoration or repair of the Community (after a damage or partial condemnation) in a manner other than that specified in the Declaration, the Articles of Incorporation, or Bylaws of the Association; or

xiv. any provisions that expressly benefit Security Interest Holders, or insurers or guarantors of Security Interests.

3. Termination of Legal Status. Any action to terminate the legal status of the Community after substantial destruction or condemnation occurs shall be agreed to by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by Security Interest Holders of First Security Interests who have submitted a written request that the Association notify them on any proposed action requiring the consent of a specified percentage of Security Interest Holders of First Security Interests and who represent at least fifty-one percent (51%) of the votes of the Units that are subject to such First Security Interests. Termination of the legal status of the Community for reasons other than substantial destruction or condemnation of the Community shall be permitted if agreed to by Security Interest Holders of First Security Interests who have submitted a written request that the Association notify them of any proposed action requiring the consent of a specified percentage of such Security Interest Holders of First Security Interests and who represent at least sixty-seven percent (67%) of the votes of the Units subject to First Security Interests.

4. Notice of Action. Upon written request to the Association, identifying the name and address of the Security Interest Holder of a First Security Interest or insurer or guarantor of the First Security Interest, and the residence address of the Unit which is subject to such First Security Interest, each Security Interest Holder of a First Security Interest, or insurer or guarantor of a First Security Interest, shall be entitled to timely written notice of:

(a) any condemnation loss or casualty loss which affects either a material portion of the Community or any Unit subject to a First Security Interest held, insured or guaranteed by such Security Interest Holder, insurer or guarantor of a First Security Interest;

(b) any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Unit subject to a First Security Interest held, insured or guaranteed by such Security Interest Holder, insurer or guarantor, when such delinquency remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(d) any proposed action that requires the consent of a specified percentage of Security Interest Holders of First Security Interests as provided in this Article.

5. Audit. At any time after the date when the Community includes at least fifty (50) Units, the Association shall provide an audited statement for the preceding fiscal year to any Security Interest Holder of a First Security Interest, insurer or guarantor of any First Security Interest, who submits a written request for such audit; and such audit shall be made available within one hundred twenty (120) days of the Association's fiscal year end. When the Community consists of fewer than fifty (50) Units and there is not an audited statement available, any Security Interest Holder will be allowed to have an audited statement prepared at its own expense.

6. Confirmation of Rights of Security Interest Holders of First Security Interests. No provision of this Declaration, the Articles of Incorporation, or Bylaws of the Association give (or are intended to give) any Owner, or any other party, priority over any rights of the Security Interest Holder of a First Security Interest, pursuant to its First Security Interest, in the case of payment to the Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or Common Elements.

ARTICLE XII
GENERAL PROVISIONS

1. Enforcement. Enforcement 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, may be by any proceeding at law or in equity against any Person violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of any of the aforesaid documents. For each claim, including, but not limited to counterclaims, cross-claims and third-party claims, in any legal proceeding to enforce the provisions of the Act or of the Declaration, the Association Bylaws, Articles of Incorporation or rules and regulations, the court shall award to the party prevailing on such claim the prevailing party's reasonable costs and attorneys' fees and any Person who is adversely affected by another Person's failure to comply with any of the aforesaid documents may require reimbursement for reasonable costs and attorney's fees for such failure to comply, without the necessity of commencing a legal proceeding. Failure by the Association or any Owner to enforce any covenants, restriction or other provision herein contained, or any other provisions of any of the aforesaid documents, shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. All provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association are severable. Invalidation of any of the provisions of any such documents. by judgment, court order or otherwise, shall in no way affect or limit any other provisions which shall remain in full force and effect.

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

4. Conflict with Act. In the event that any of the terms or provisions of this Declaration are in conflict or inconsistent with the Act, the terms or provisions of the Act shall control and govern. In case of

any such conflict or inconsistency, the applicable terms and provisions contained in this Declaration shall, to the extent possible, be construed in accordance with the Act, and any conflict with or violation of the Act by any terms or provisions of this Declaration shall not affect, void, or render unenforceable any other term or provision of this Declaration (which shall be in full force and effect in accordance with their terms).

5. Easements. Easements for the installation and maintenance of signage, utilities, irrigation, landscaping and drainage facilities are reserved as shown on the recorded plat of the Property, or any portion thereof, or other duly recorded instrument(s). Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or other uses, or which may change the direction of flow of drainage channels in the easements. Declarant hereby reserves the right to enter upon the Property to correct any flow of water and to establish and re-establish drainage channels and to charge the Lot owner the cost of such work if the Lot owner or his representative changed the final grade of the Lot. The Association also holds title to certain easements for signage, landscaping and drainage and is obligated pursuant to the terms of such easements.

6. Duration, Revocation and Amendment.

(a) Each and every provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. Except as expressly provided otherwise in this Declaration, during the first twenty (20) years after recording hereof, and during subsequent extensions thereof, this Declaration may be amended by a vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

(b) No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded.

(c) Every amendment to the Declaration must be recorded in Mesa County, Colorado, and is effective only upon recordation.

(d) Except to the extent expressly permitted or required by other provisions of this Declaration or under the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, or change the boundaries of any Unit or the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Owners.

(e) Amendments to the Declaration that are required by this Declaration to be recorded by the Association may be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

7. Expansion. Declarant hereby reserves the right to create up to 155 Units in phases during the period of Declarant control. Upon the filing of record of an additional plat or plats the lots depicted thereon shall be subject to and encumbered by the terms and conditions of this Declaration and the owners of such lots shall be members of the Association.

8. 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, whether by the Association or any Owner, shall be sent by either registered or certified mail, postage prepaid, addressed in the name of such person or entity 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 Period of Declarant Control shall be sent by registered or certified mail, postage prepaid, to J. Richard Livingston, Golden, Mumby, Summers, Livingston & Kane, RLLP, P.O. Box 398, Grand Junction, CO 81502, unless such address is changed by the Association during the Period of Declarant Control; subsequent to termination of the Period of Declarant Control, the Association shall notify the Owners of a different address for notices.

9. HUD or VA Approval. During the Period of Declarant Control, 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: annexation of additional real property; amendment of this Declaration; termination of this Community; or merger or consolidation of the Association.

10. Description of Units. It shall not be necessary to use the term "unit" as a part of a legally sufficient description of a Unit.

11. Termination of Community. The Community may be terminated only in accordance with the Act.

12. Transfer of Special Declarant Rights. A Special Declarant Right created or reserved under this Declaration may be transferred only in accordance with the Act and only by an instrument evidencing the transfer recorded in Mesa County, Colorado. The instrument is not effective unless executed by the transferee.

13. Eminent Domain. The taking by eminent domain of a Unit(s) or Common Element(s). or any portion thereof, shall. be done in accordance with applicable law, including without limitation the Act.

14. Mediation/Arbitration of Disputes and Other Matters. Notwithstanding anything to the contrary contained in this Declaration: all disputes and other matters between or among the Declarant, the Association, the Board of Directors of the Association, any committee of the Association, and any Owner(s), and any officer, director, partner, member, shareholder, employee, agent or other representative thereof (all of whom shall collectively be deemed to be intended beneficiaries of this Section), shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section; and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section shall include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles of Incorporation or the Bylaws of the Association; (b) those regarding any of the rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, its Board of Directors, or any of the Association's committees; (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what

it may be based; and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section. The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the dispute or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or other matter. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved, if the dispute or other matter is arbitrated, the arbitrator(s) shall have the right to award reasonable attorneys' fees, costs and expenses, including those incurred in mediation, arbitration, or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

15. Dedication of Common Elements. Declarant, in recording this Declaration of Covenants, Conditions and Restrictions, has designated certain areas of land as Common Elements intended for the common use and enjoyment of Owners for recreation and other related activities. The Common Elements owned by the Association are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the Owners, as more fully provided in this Declaration of Covenants, Conditions and Restrictions.

16. Limitation on Liability. The Association, the Board of Directors, the DRC, Declarant, and the officers, directors, members, agents and employees 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.

17. No Representations, Guarantees or Warranties. No representations, guarantees or warranties, of any kind, express or implied, shall be deemed to have been given or made by Declarant, the Association, the Board of Directors, the DRC, or by any of their officers, directors, members, agents or employees, in connection with any portion of the Community, or any Improvement thereon, its or their physical condition, structural integrity. freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or 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.

18. Disclaimer Regarding Safety. DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, THE DRC, AND THEIR OFFICERS, DIRECTORS, MEMBERS, 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, THE DRC, AND THEIR OFFICERS, DIRECTORS, MEMBERS, AGENTS AND EMPLOYEES, ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY.

19. 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 become a part of the Community. 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.

20. City of Grand Junction. In order to prevent the diminution in the enjoyment, use or property value of the development, thereby impairing the health, safety and welfare of the Owners therein, the City of Grand Junction by and through its duly authorized officers and employees is hereby granted the right to take such action as the City may deem necessary to enforce the covenants, conditions or restrictions contained in this Declaration with respect to the use of the Lots and maintenance and preservation of the Common Elements for the purpose of ensuring the Association's and the Lot Owners' compliance with the zoning and other applicable ordinances of the City of Grand Junction. The Association shall not be dissolved or Common Elements conveyed without the consent of the City of Grand Junction. Upon request, the Association shall convey to the City of Grand Junction such easements and/or rights of way over or through the Common Elements required by the City for public purposes. Such conveyances shall be without compensation to the Association. The provisions set forth hereinabove, shall constitute a permanent covenant which shall not be modified, amended or revoked without the written consent of the City of Grand Junction through a majority of the City Council.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of Oct., 2008.

"DECLARANT" REDLANDS VALLEY CACHE, LLC

By: Sidney Squirrell
Manager

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 3 day of October, 2008, by Redlands Valley Cache, LLC, by Sidney Squirrell, its Manager.

WITNESS my hand and official seal.
My commission expires: 5/30/2011

Elgin Mier
Notary Public

NOTARY PUBLIC
ELGIN
MIER
STATE OF COLORADO

C:\ATTY\LIV\REDVAL\COVENANTS\CC&R'S.wpd

RECEPTION #: 2461312, BK 4739 PG 365 10/10/2008 at 04:44:14 PM, 42 OF 48, R $240.00 S $1.00 Doc Code: COVENANTS Janice Rich, Mesa County, CO CLERK AND RECORDER

EXHIBIT "A"
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
RED ROCKS VALLEY SUBDIVISION

(The Property)

Parcel of land located in the SE¼ of Section 19 and the NE¼ of Section 30, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, and being described as follows:

All of Blocks "C" and "D", Monument Valley Subdivision, as recorded in Plat Book 16, Pages 269-270 of the Mesa County Records.

The above-described parcels contains 138.972 Acres.

RECEPTION #: 2461312, BK 4739 PG 365 10/10/2008 at 04:44:14 PM, 43 OF 48, R $240.00 S $1.00 Doc Code: COVENANTS Janice Rich, Mesa County, CO CLERK AND RECORDER

EXHIBIT "B"
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RED ROCKS VALLEY SUBDIVISION

(Title Exceptions)

1. Any and all taxes and assessments.

2. Right of way for ditches or canals constructed by the authority of the United States as reserved in United States patent recorded September 23, 1915 in Book 163 at Page 517.

3. Easements, conditions, covenants, restrictions, reservations, provisions and notes on the recorded plat.

4. Terms, conditions, stipulations, obligations and provisions of motion for inclusion of additional lands within the Ute Water Conservancy District, recorded January 23, 2002 in Book 3007 at Page 457.

5. Terms, conditions, stipulations, obligations and provisions of utility easement granting an easement for utility lines and rights incidental thereto to Public Service Company of Colorado, as set forth in instrument recorded November 24, 2003 in Book 3535 at Page 133 (affects said Block F).

6. Terms, conditions, stipulations, obligations and provisions of Mesa County, Colorado Resolution No. MCM 2006-019, recorded January 30, 2006 in Book 4083 at Page 866.

RECEPTION #: 2461312, BK 4739 PG 365 10/10/2008 at 04:44:14 PM, 44 OF 48, R $240.00 S $1.00 Doc Code: COVENANTS Janice Rich, Mesa County, CO CLERK AND RECORDER

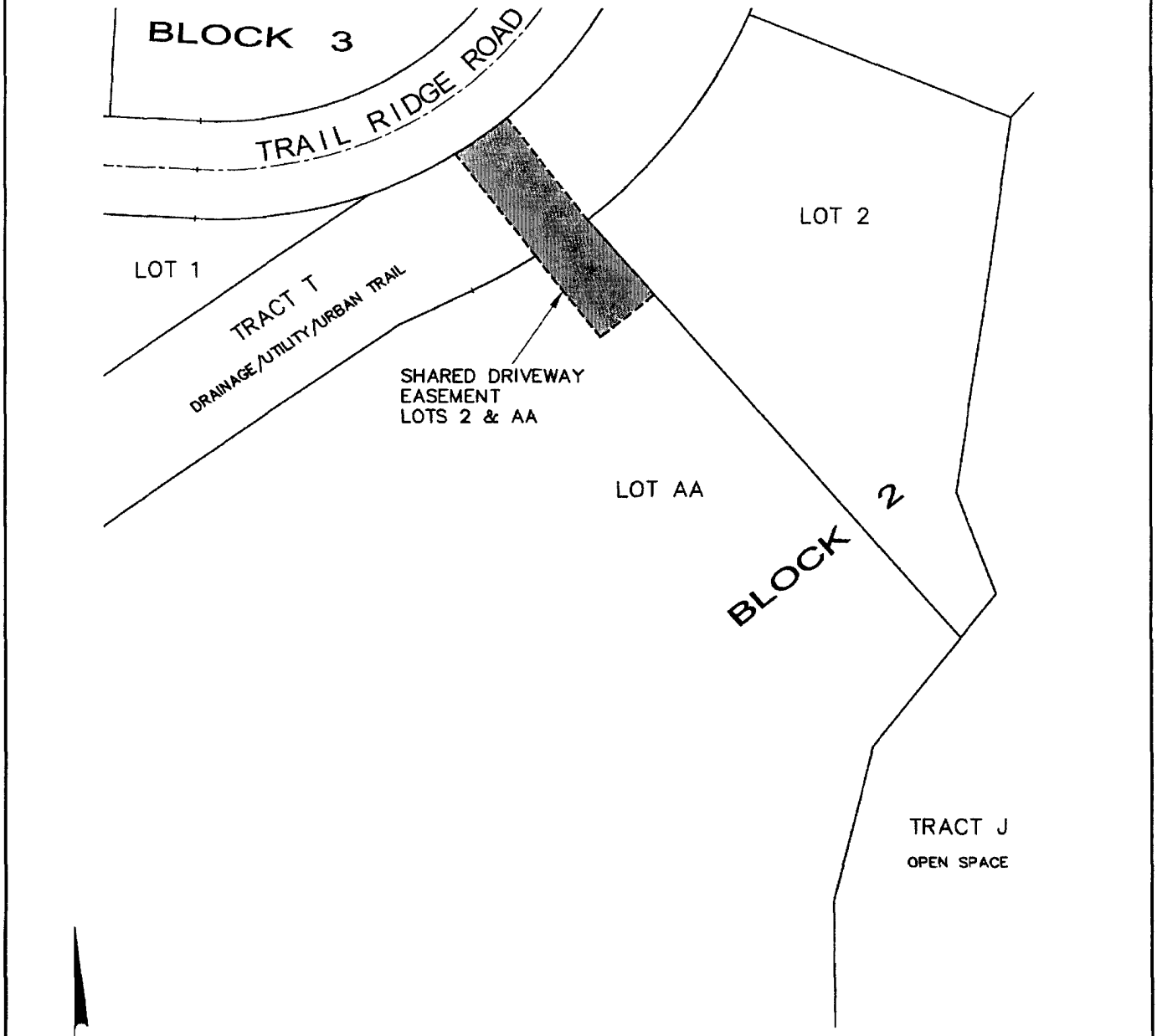
EXHIBIT "C"

DRAWING OF SHARED DRIVEWAY EASEMENT

RECEPTION #: 2461312, BK 4739 PG 365 10/10/2008 at 04:44:14 PM, 45 OF 48, R $240.00 S $1.00 Doc Code: COVENANTS Janice Rich, Mesa County, CO CLERK AND RECORDER

SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 2 & AA, BLOCK 2, RED ROCKS VALLEY SUBDIVISION
GRAND JUNCTION, MESA COUNTY, COLORADO



SCALE: 1"=60 US SURVEY FEET

60 30 0 60

This document does not constitute a survey.

SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 2 & AA, BLOCK 2, RED ROCKS VALLEY GRAND JUNCTION, MESA COUNTY, COLORADO

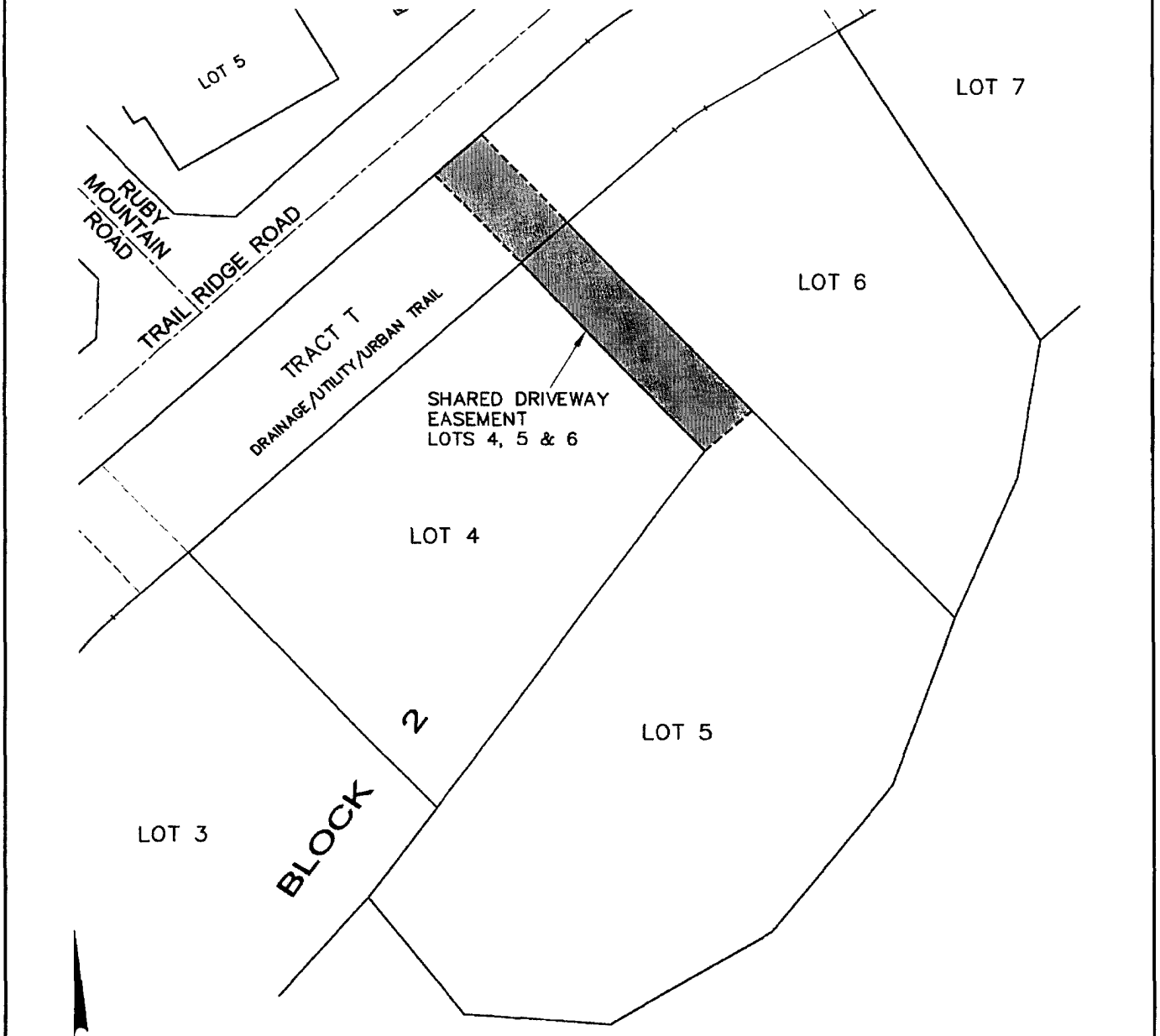
LANDesign
ENGINEERS • SURVEYORS • PLANNERS
326 Main Street, Suite 100
GRAND JUNCTION, COLORADO 81501 (970) 245-4099

PROJ. NO 205095.41	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: June, 2008	RAD/CCR	SLB	PRG	1	1

RECEPTION #: 2461312, BK 4739 PG 365 10/10/2008 at 04:44:14 PM, 46 OF 48, R $240.00 S $1.00 Doc Code: COVENANTS Janice Rich, Mesa County, CO CLERK AND RECORDER

SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 4, 5 & 6, BLOCK 2, RED ROCKS VALLEY SUBDIVISION
GRAND JUNCTION, MESA COUNTY, COLORADO



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This document does not constitute a survey.

SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 4, 5 & 6, BLOCK 2, RED ROCKS VALLEY GRAND JUNCTION, MESA COUNTY, COLORADO

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326 Main Street, Suite 100
GRAND JUNCTION, COLORADO 81501 (970) 245-4099

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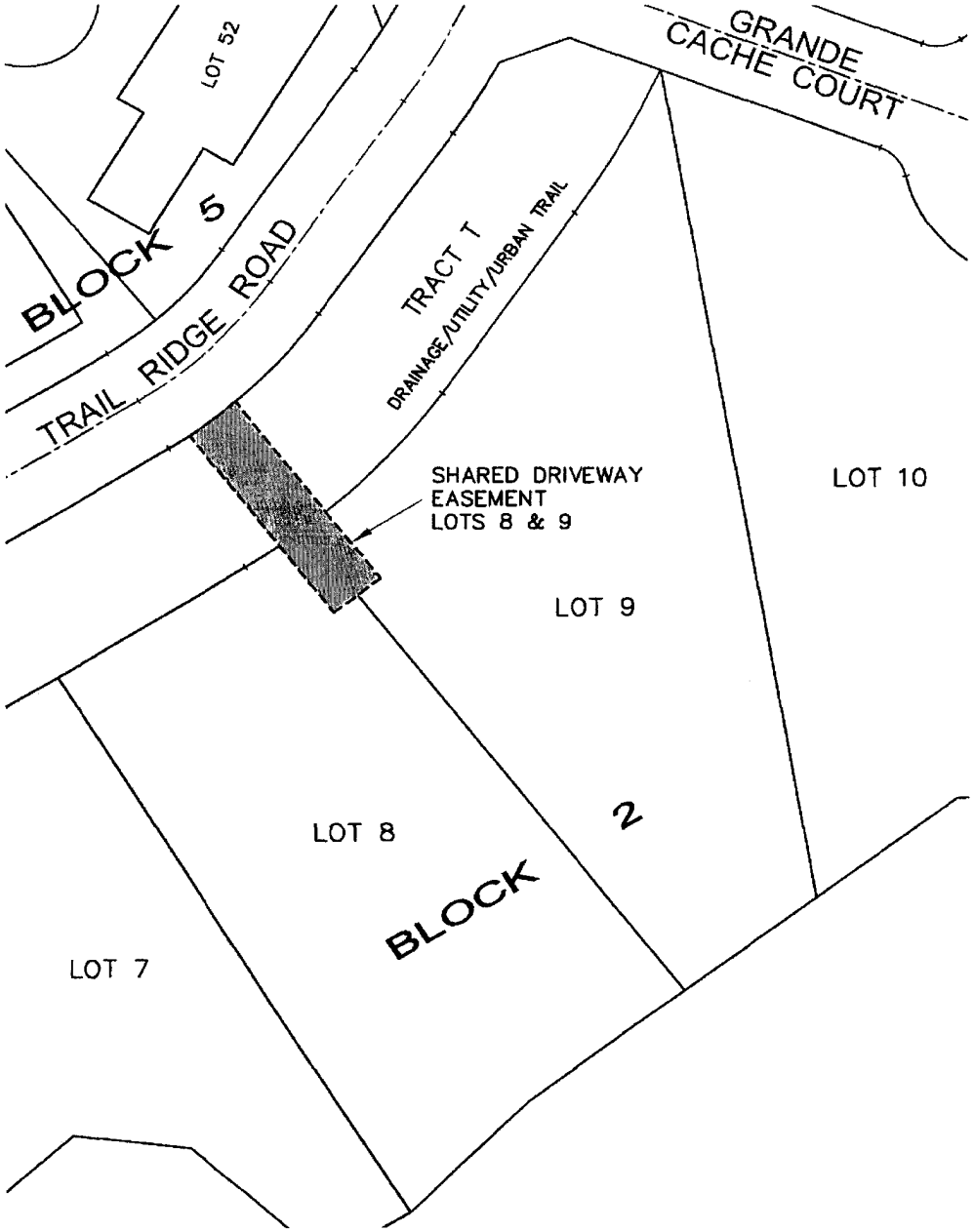
RECEPTION #: 2461312, BK 4739 PG 365 10/10/2008 at 04:44:14 PM, 47 OF 48, R $240.00 S $1.00 Doc Code: COVENANTS Janice Rich, Mesa County, CO CLERK AND RECORDER

SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 8 & 9, BLOCK 2, RED ROCKS VALLEY SUBDIVISION
GRAND JUNCTION, MESA COUNTY, COLORADO



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SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 8 & 9, BLOCK 2, RED ROCKS VALLEY GRAND JUNCTION, MESA COUNTY, COLORADO

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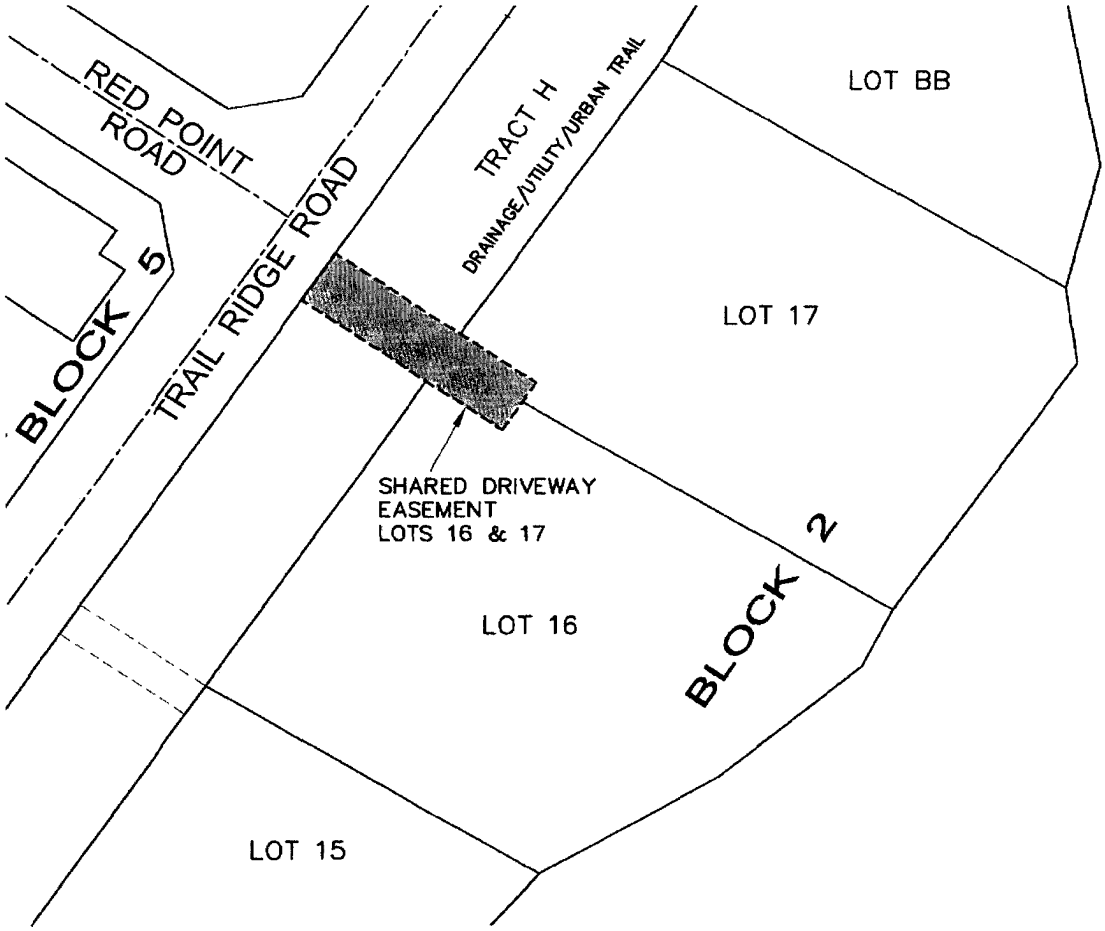
RECEPTION #: 2461312, BK 4739 PG 365 10/10/2008 at 04:44:14 PM, 48 OF 48, R $240.00 S $1.00 Doc Code: COVENANTS Janice Rich, Mesa County, CO CLERK AND RECORDER

SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 16 & 17, BLOCK 2, RED ROCKS VALLEY SUBDIVISION
GRAND JUNCTION, MESA COUNTY, COLORADO



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SCALE: 1"=60 US SURVEY FEET

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SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 16 & 17, BLOCK 2, RED ROCKS VALLEY GRAND JUNCTION, MESA COUNTY, COLORADO

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63 PAGE DOCUMENT

AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

Exhibit E

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AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for RED ROCKS VALLEY

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY (this "Declaration") is made this 14th day of September, 2012, by RED ROCKS REAL ESTATE PARTNERS, LLC, a Colorado limited liability company (the "Declarant").

RECITALS

A. WHEREAS, Redlands Valley Cache, LLC, a Colorado limited liability company, caused that certain Declaration of Covenants, Conditions and Restrictions of Red Rocks Valley Subdivision to be recorded on October 10, 2008 at Reception No. 2461312 in Book 4739 at Page 365 of the real estate records of Mesa County, Colorado and including any amendments or supplements thereto ("Prior Declaration"). Redlands Valley Cache, LLC assigned all Declarant Rights under the Prior Declaration to Red Rocks Real Estate Solutions, LLC pursuant to that certain Assignment of Declarant Rights recorded on April 11, 2011 at Reception No. 2568720 of the real estate records of Mesa County, Colorado.

B. WHEREAS, on September 30, 2011, Declarant purchased the following described real property (the "Real Estate") subject to the Prior Declaration and in connection therewith received an assignment of all Declarant Rights under the Prior Declaration pursuant to that certain Assignment of Declarant Rights recorded on October 5, 2011 at Reception No. 2586910 of the real estate records of Mesa County, Colorado:

LOTS 1 THROUGH 6, INCLUSIVE, IN BLOCK 1;
LOTS 1 THROUGH 17, INCLUSIVE, IN BLOCK 2;
LOTS 1 THROUGH 9, INCLUSIVE, IN BLOCK 3;
LOTS 1 THOUGH 10, INCLUSIVE, IN BLOCK 4;
LOTS 1 THROUGH 52, INCLUSIVE, IN BLOCK 5; AND
LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 6;
TRACT J
ALL IN RED ROCKS VALLEY, COUNTY OF MESA
STATE OF COLORADO

C. WHEREAS, Declarant desires to amend and restate the Prior Declaration in accordance with the terms and provisions set forth in this Declaration to subject and place upon the Real Estate certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein.

D. The Real Estate is a "planned community" for purposes of the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101 to 319.

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate property described above 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 Real Estate 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.

CHAPTER ONE

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meaning specified in this Article I.

1. "Act" means the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101, et al., as amended.

2. "Agency" means and collectively refers to the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA) or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities.

3. "Allocated Interests" means the Common Expense Liability and votes in the Association allocated to each Lot. The Allocated Interest of each Lot shall be equal to a fraction, the numerator of which is 1 and the denominator of which is the total number of Lots within the Common Interest Community from time to time. The Allocated Interest of each Lot in the Common Interest Community, at the time of recording of this Declaration, shall be $1/24^{TH}$, provided that such Allocated Interests will change if additional Lot(s) are annexed to this Declaration or if any Lots initially included as Lots under this Declaration are subsequently acquired by the Association and converted to Common Elements.

4. "Annexable Property" shall mean the real property, more particularly described on **Exhibit B** attached hereto, including all rights and easements, if any, appurtenant thereto.

5. "Architectural Review Committee" means the Architectural Review Committee established pursuant to Article III hereof.

6. "Articles of Incorporation" shall mean the Articles of Incorporation of the Amended and Restated Red Rocks Valley Homeowners Association, Inc., a Colorado non-profit corporation which have been filed in the office of the Secretary of State of the State of Colorado, as the same may be further amended from time to time.

7. "Association" means Red Rocks Valley Homeowners Association, Inc., a homeowners' association organized under Section 38-33.3-301 of the Act.

8. "Association Properties" shall mean all real and personal property: (a) now or hereafter owned by the Association; (b) with respect to which the Association holds an easement or license for the use, care or maintenance thereof; or (c) for which the Association has a right or duty to maintain and which is held for the common use and enjoyment of the Members as provided herein, or for such other purposes as may be permitted by this Declaration.

9. "Builder" means any Member other than Declarant who acquires (or has acquired prior to annexation to this Declaration) one or more Lots for the purpose of constructing a residence thereon and who is designated as a Builder by Declarant in its sole discretion from time to time (including the right to withdraw such designation), with such designation to be made by a written instrument duly recorded in the office of the Clerk and Recorder of Mesa County, Colorado (the "Records"). Declarant hereby designates Pauls Homes, LLC, a Colorado limited liability company, as a Builder hereunder.

10. "Bylaws" shall mean the Amended and Restated Bylaws of the Association, which have been or will be adopted by the Board of Directors of the Association, as the same may be amended from time to time.

11. "City of Grand Junction" means the City of Grand Junction, a body politic.

12. "Common Elements" means any real estate owned or leased by the Association other than a Lot, and also includes the easements, monument signs and rights-of-way dedicated by the Plat, including the open space and drainage and utility easements (respectively, the "Open Space and Easements") dedicated to the Association by or shown on the Plat, and such other easements and rights-of-way as may be assigned to the Association from time to time.

13. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot based on its Allocated Interest.

14. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

15. "Common Interest Community" means the real estate shown on the Plat, as the same may be supplemented and amended from time to time, with respect to which a Person, by virtue of such Person's ownership of a Lot, is obligated to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in this Declaration.

16. "Declarant" means Red Rocks Real Estate Partners, LLC, a Colorado limited liability company, together with any other Person(s) acting in concert, to whom such Declarant, by recorded document, expressly assigns one or more of such Declarant's rights under this Declaration, and who (a) as part of a common promotional plan, offers to dispose of to a purchaser such Declarant's interest in a Lot not previously disposed of to a purchaser, or (b) reserves or succeeds to any Special Declarant Right, as to the Property or the Annexable Property.

17. "Declaration" means this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions and any other recorded instruments, however denominated, that create this Common Interest Community, including any amendments to those instruments and also including, but not limited to, plats and maps.

18. "Development Rights" means any right or combination of rights reserved by a Declarant in this Declaration to add real estate to this Common Interest Community and to create Lots or Common Elements within this Common Interest Community in connection with the addition of such real estate.

19. "Executive Board" means the body, regardless of name, designated in this Declaration and the Bylaws of the Association to act on behalf of the Association.

20. "Expansion Property" means that real property as to which Special Declarant Rights have been reserved and as described more particularly on **Exhibit C** attached hereto and incorporated herein by this reference.

21. "Special Development Rights Holder" means SurfView Development Co., a California corporation, and any Person or group of Persons acting in concert, or their successors to whom Special Development Rights Holder has assigned Special Declarant Rights, by recorded document, as to the Expansion Property only.

22. "First Security Interest" means a Security Interest that has the priority of record over all other recorded liens except those liens made superior by statute (such as general ad valorem tax liens and special assessments).

23. "Improvements" means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including, but not limited to, outbuildings, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, fences, screening walls,

retaining walls, landscaping, hedges, windblocks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, mail kiosks and signs.

24. "Lot" means any separate numbered lot shown upon the initial Plat or any other recorded subdivision plat of the Property or any other real property as may hereafter be brought within the jurisdiction of the Association, with the exception of the Common Elements and any public streets.

25. "Lots that May Be Created" means Two Hundred Fourteen (214) Lots, which shall be the maximum number of Lots that may be subject to this Declaration, including those Lots which may be included if all of the property provided for in Chapter Five hereof, is annexed into this Declaration.

26. "Map" means the plat of the Property, which is Recorded with and made a part of this Declaration, as such plat may hereafter be amended or supplemented in accordance with this Declaration which depicts certain portions of the Common Interest Community and which further depicts and locates thereon items as may be required by the Act. The term "Map" shall also include all amendments to the plat and such other Supplemental Maps recorded by the Declarant for the purposes of annexing Annexable Property to the Common Interest Community.

27. "Member" means each Owner; membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

28. "Owner" means Declarant, Builder, Special Development Right Holder, or other Person who owns a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation.

29. "Period of Declarant Control" means a length of time expiring thirty (30) years after initial recording of this Declaration in the Records; provided, however, that the Period of Declarant Control shall terminate no later the period commencing on the date of recordation of this Declaration and ending upon the occurrence of the earlier of any one of the following events: (a) sixty (60) days after the conveyance of seventy-five percent (75%) of the total number of Lots That May Be Created within the Common Interest Community have been conveyed to Persons other than Declarant; (b) two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business; (c) two (2) years after any right to add new Lots was exercised by Declarant; or (d) when, in its discretion, Declarant so determines.

30. "Person" means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or any combination thereof.

31. "Plans and Specifications" means drawings, renderings, and all other documentation or information relevant to the Improvement or proposal in question.

32. "Plat" means the plat of Red Rocks Valley Subdivision recorded in the Mesa County Clerk and Recorder records on October 10, 2008 at Reception No. 2461307, Book 4739, Page 346, together with all subdivision plats for property annexed

to this Declaration pursuant to Chapter Five hereof, as any of the same may be amended or modified from time to time.

33. "Property" means all of the real property legally described on **Exhibit A**.

34. "Property Restrictions" means this Declaration, together with any and all supplemental declarations which may be recorded pursuant to Chapter Five hereof, as this Declaration or said supplemental declarations may be amended from time to time, together with the Rules from time to time in effect.

35. "Record, Recorded and Recordation" means, with respect to any document, the recordation of such document in the records.

36. "Rules" means the rules adopted by Declarant or the Association, as the same may be amended from time to time.

37. "Security Interest" means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

38. "Security Interest Holder" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any security interest or any successor to the interest of any such Person under such Security Interest.

39. "Special Declarant Rights" means rights reserved for the benefit of a Declarant to perform the following acts: To complete improvements indicated on plats and maps filed with this Declaration; to exercise any Development Right; to maintain any Development Right; to maintain sales offices, management offices, signs advertising the Common Interest Community, and models; to use easements through the Common Interest Community for the purpose of making Improvements within the Common Interest Community or within real estate which may be added to the Common Interest Community; to make the Common Interest Community subject to a master association; to merge or consolidate a Common Interest Community of the same form of ownership; or to appoint or remove any Officer of the Association or any Executive Board member during any Period of Declarant Control. All of the Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Common Interest Community. Declarant may exercise any all of these Special Declarant Rights at any time and from time to time. Such rights shall terminate automatically upon the conveyance of the last Lot by a Declarant to an Owner other than Declarant.

40. "Subdivision" means the parcel of land which has been shown as a legally described subdivision on the Plat pursuant to C.R.S. Chapter 106, Article 2, together with all additional parcels of land legally described on any future subdivision plats for

property annexed to this Declaration pursuant Chapter Five hereof, as any of the same may be amended or modified from time to time.

41. "Supplemental Declaration" means any declaration of covenants, conditions and restrictions which may be hereafter Recorded by Declarant.

42. "Supplemental Map" shall mean and include any land survey plat which is Recorded by Declarant for the purpose of annexing the real property described thereon to the Common Interest Community.

CHAPTER TWO
THE ASSOCIATION

ARTICLE I

ASSOCIATION MEMBERSHIP

1. Membership. The membership of the Association at all times shall consist exclusively of all Owners or, following termination of the Common Interest Community, of all former Owners entitled to distributions of proceeds under the Act their heirs, personal representatives, successors or assigns. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. One Class of Membership. The Association shall have one class of voting membership. Each Owner shall be entitled to one (1) vote for each Lot owned in accordance with the Allocated Interest attributable to such Lot, except that no votes allocated to a Lot owned by the Association may be cast. The total number of votes which may be cast in connection with any matter shall be equal to the total number of Lots then existing within the Association. Except as otherwise provided in Article II of this Declaration during the Period of Declarant Control, Declarant or Persons appointed by Declarant may appoint all officers and directors of the Association and may remove all officers and directors of the Executive Board which have been appointed by such Declarant. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Period of Declarant Control; but, in that event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

3. Bylaws of the Association. The Bylaws shall govern the administration of the Association and the membership of each Owner in the Association.

ARTICLE II

EXECUTIVE BOARD MEMBERS AND OFFICERS

1. Authority of the Executive Board. Except as provided in this Declaration or the Bylaws, the Executive Board may act in all instances on behalf of the Association.

2. Election on Part of Executive Board During Period of Declarant Control. No later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that May be Created to Owners other than a Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board must be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that May Be Created to Owners other than a Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Executive Board must be elected by Owners other than Declarant.

3. Authority of Declarant During Period of Declarant Control. During the Period of Declarant Control, until such time as Owners other than Declarant are entitled to elect members of the Executive Board pursuant to Section 2 of this Article, Declarant or Persons appointed by the Declarant may appoint all officers and directors and may remove all officers and directors of the Executive Board appointed by it.

4. Termination of Period of Declarant Control. Within sixty (60) days of the expiration of the any Period of Declarant Control, the Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than the Declarant. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

5. Delivery of Documents by Declarant. Within sixty (60) days after the Owners other than Declarant elect a majority of the members of the Executive Board, Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by Declarant, as required by the Act.

6. Budget. Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall mail, by ordinary first class mail, or otherwise deliver a summary of the budget to all the 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. Unless at that meeting the vote of eighty percent (80%) of the Allocated Interests rejects the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

ARTICLE III

ARCHITECTURAL REVIEW COMMITTEE

1. Members of the Architectural Review Committee. The Architectural Review Committee shall consist always of either three (3) members or five (5) members. The Architectural Review Committee may increase the number of members of the Architectural Review Committee to five (5). Each member of the Architectural Review Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

2. Declarant's Rights of Appointment. During the Period of Declarant Control, Declarant shall have the right to appoint and remove all members of the Architectural Review Committee with or without cause. Thereafter, the Owners shall have the right to appoint and remove all members of the Architectural Review Committee by an affirmative vote thereof in accordance with the Association's Bylaws.

3. Review of Proposed Construction/Right to Issue Rules. Whenever in this Declaration the approval of the Architectural Review Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which in its sole discretion are relevant. Prior to the commencement of any construction of an Improvement on any residential Lot other than the original residence constructed thereon, the Plans and Specifications therefor shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such Plans and Specifications in writing. The Architectural Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Association, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Review Committee. The Architectural Review Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the surrounding area as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Architectural Review Committee may require as a condition to its approval of Plans and Specifications such changes to the Plans and Specifications as it deems appropriate, and may require submission of additional Plans and Specifications or other information prior to approving or disapproving the material submitted. The Architectural Review Committee may also issue rules or guidelines regarding anything relevant to its function, including, but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The Architectural Review Committee may require a reasonable fee to accompany each application for approval. The Architectural Review Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper,

including, without limitation, environmental impact statements. Until receipt by the Architectural Review Committee of all required Plans and Specifications and other information, the Architectural Review Committee may postpone review of anything submitted for approval.

4. Meetings of the Architectural Review Committee. The Architectural Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Review Committee may from time to time by resolution unanimously adopted in writing designate one of its members to make any action or perform any duties for and on behalf of the Architectural Review Committee, except the granting of variances pursuant to Section 8 of this Article. In the absence of such designation, the vote of a majority of all of the members of the Architectural Review Committee, or the written consent of a majority of all of the members of the Architectural Review Committee taken without a meeting, shall constitute an act of the Architectural Review Committee.

5. No Waiver of Future Approvals. The approval or consent of the Architectural Review Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

6. Compensation of Members. The members of the Architectural Review Committee shall not be entitled to compensation from the Owners for services rendered, but shall be entitled to reimbursement for expenses incurred by them in the performance of their duties hereunder. Such reimbursement shall be determined by Declarant during the Period of Declarant Control and thereafter by the Owners.

7. Inspection of Work.

a. Completed Work. Inspection of completed work and correction of defects therein shall proceed as follows:

(1) Upon the completion of any Improvement for which approved Plans or Specifications are required under this Declaration, the Owner shall give written notice of completion to the Architectural Review Committee.

(2) Within such reasonable time as the Architectural Review Committee may set in its Rules, but not to exceed fifteen (15) days thereafter, the Architectural Review Committee or its duly authorized representative may inspect such Improvement. If the Architectural Review Committee finds that such work was not done in strict compliance with all approved Plans and Specification submitted or required to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.

(3) If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Architectural Review Committee shall notify the Owner in writing of such failure. Upon notice and hearing, the Architectural Review Committee shall determine whether there is a noncompliance, and if so, the nature thereof and the estimated cost of correcting or removing the same, as determined by the Architectural Review Committee in its reasonable discretion. If noncompliance exists, the Owner shall remedy or remove the same within a reasonable period of time (as determined with reference to the nature and extent of the noncompliance and the existence of any exigent circumstances) following the date of announcement of the Architectural Review Committee ruling. If the Owner does not comply with the Architectural Review Committee's ruling within such time period, the Architectural Review Committee, at its option, may either remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Architectural Review Committee upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Architectural Review Committee, the Architectural Review Committee shall levy an assessment against such Owner and the Improvement in question and the land upon which the same is situated for reimbursement and the same shall constitute a lien upon such land and Improvement (and which lien may be perfected upon recordation of a notice thereof in the Records) and be enforced as provided in this Declaration. The Architectural Review Committee shall have the right to take further or alternative actions, including the assessment of fines or other penalties, as the members of the Architectural Review Committee, in their sole but reasonable discretion, shall deem necessary or appropriate to compel compliance by the Owner with the provisions of this Declaration.

b. Work in Progress. The Architectural Review Committee may inspect all work in progress and give notice of noncompliance as provided above in subparagraph (2) of Section 7(a). if the Owner denies that such noncompliance exists, the procedures set out in subparagraph (3) of Section 7(a) shall be followed, except that no further work shall be done, pending resolution of the dispute, which would hamper correction of the alleged noncompliance.

8. Variance. The Architectural Review Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon heights, bulk, size, shape, floor area, land area, placement of structures, set-backs, building envelopes, colors, materials, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental consideration may, in its sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Architectural Review Committee. If such a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration, for any purpose, except as to the particular Lot and particular provision and in the particular instance covered by the variance.

9. Obligations With Respect to Zoning and Subdivisions. All Owners must comply fully with the planning, building and zoning department regulations and any other ordinances, rules, or regulations enacted by the County of Mesa, Colorado, the State of Colorado, or any other governmental or quasi-governmental authorities having jurisdiction over the Property insofar as the same are applicable and as the same may hereafter be amended. Approval of an Owner's Plans and Specifications by the Architectural Review Committee shall not obviate or otherwise satisfy such Owner's obligation to obtain any necessary approvals required by governmental or quasi-governmental agencies in connection with construction of any proposed Improvements.

10. Non-liability of Architectural Review Committee Members. Neither the Architectural Review Committee nor any member thereof shall be liable to any Owner or to any other Person for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Review Committee's duties under this Declaration unless due to the willful and wanton misconduct or bad faith of the Architectural Review Committee or its member, as the case may be. The Architectural Review Committee shall review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement including the construction, alteration, or addition thereof or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and the Property generally. The Architectural Review Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes, and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

11. Indemnification.

a. Third Party Actions. The Owners may indemnify any person who was or is a party or is threatened to be a party in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Architectural Review Committee), by reason of the fact that he is or was a director, officer, employee, servant, or agent of the Architectural Review Committee against expenses including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith, and in a manner he reasonably believed to be in or not opposed to the best interests of the Architectural Review Committee, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendre or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Architectural Review Committee, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

b. Derivative Actions. The Architectural Review Committee may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Architectural Review Committee to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, servant or agent of the Architectural Review Committee, against expenses (including reasonable attorneys' fees), actually and reasonably incurred by him in connection with the defense or settlement of such action, proceeding or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Architectural Review Committee, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Architectural Review Committee, unless and only to the extent that the Court in which such action, proceeding or Lot was brought shall determine upon application that, despite the adjudication of liability and in view of all the circumstances of this case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

c. Determination. Any indemnification which the Architectural Review Committee has elected to provide under Paragraph (a) or (b) of this Section 11 (unless ordered by a court) shall be made by the Architectural Review Committee only as authorized in the specific case upon a determination that indemnification of the officer, director, employee, servant or agent is properly in the circumstances because he has met the applicable standard of conduct set forth in Paragraph (a) or (b) of this Section. Such determination shall be made (a) by the Architectural Review Committee by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; provided, however, that if a director, officer, employee, servant or agent of the Architectural Review Committee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph (a) or (b) of this Section, or in defense of any claim, issue or matter therein, then, to the extent that the Architectural Review Committee has elected to provide indemnification, he shall automatically be indemnified against expenses (including attorneys fees) actually and reasonably incurred by him in connection therewith without the necessity of any such determination that he has met the applicable standard of conduct set forth in Paragraph (a) of this Section.

d. Payment in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may, in the discretion of the Architectural Review Committee, be paid by the Architectural Review Committee in advance of the final disposition of such action, suit or proceeding as authorized by the Architectural Review Committee as provided in Paragraph (c) of this Section upon receipt of an undertaking by or on behalf of the director, officer, employee, servant or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Architectural Review Committee as authorized in this Section.

e. Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, servant, or agent of the Architectural Review Committee, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Architectural Review Committee would have the power to indemnify him against such liability hereunder or otherwise.

f. Other Coverage. The indemnification provided by this Section shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under this Declaration, agreement, vote of the Owners, vote of disinterested directors, Colorado law, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and may continue as to a person who has ceased to be a director, officer, employee, servant or agent or may inure to the benefit of the heirs and personal representatives of such a person.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot which is subject hereto or which has been annexed by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees and shall obligated to pay to the Association: Annual assessments or charges, special assessments, and other, charges, fines, fees, interest, late charges, and other amounts, all as provided in this Declaration; with such assessments and other amounts to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. 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 when due without notice or demand (except as otherwise expressly provided in this Declaration), and without set-off or deduction. All owners of each Lot shall be jointly and severally liable to the Association for the payment of all assessments, fees, charges and other amounts attributable to their Lot. Additionally, each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessments were assessed. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter 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 land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Lots, and for all of those purposes and activities which may be

empowered to pursue pursuant to this Declaration or the Articles of Incorporation or Bylaws of the Association, or by law; provided, however, that such assessments levied during the Period of Declarant Control may not be used for the purpose of constructing capital Improvements.

3. Initial Annual Assessments. Until the effective date of an Association budget ratified by the Owners with a different amount for the Common Expense assessment, as provided above, the amount of the annual Common Expense assessment against each Lot shall be computed at the rate of Fifty Dollars ($50.00) per Lot per month.

4. Rate of Assessment. Annual and special assessments shall be fixed at a uniform rate for all Lots sufficient to meet the expected needs of the Association. The Common Expense assessments shall include an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced on a periodic basis (including the Open Space and Easements) and for the payment of insurance deductibles. All Common Expenses shall be assessed against all the Lots in accordance with the Allocated Interests set forth in this Declaration. If the Common Expense Liability is reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liability.

5. Date of Commencement of Annual Assessments. Until the Association makes a Common Expense assessment, the date of commencement of which shall be set by the Executive Board in its sole discretion, shall pay all Common Expenses for the Property and Annexable Property. After any assessment has been made by the Association, assessments shall be made no less frequently than annually and shall be based on a budget adopted by the Association as provided above. The annual Common Expense assessments shall be due and payable in monthly installments, in advance, or on such other dates, and with such frequency (which may be other than monthly, but not less frequently than annually), as the Executive Board determines in its discretion from time to time. Any Owner purchasing a Lot between installment due dates shall pay a pro rata share of the last payment due.

6. Special Assessments. In addition to the annual Common Expense assessments authorized in this Article, the Association, with the approval of two-thirds (2/3) of a quorum of Association votes cast by Members voting in person or by proxy at a meeting duly called for this purpose, may levy, in any fiscal year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any portion of real property for which the Association has repair and/or reconstruction obligations, including fixtures and personal property related thereto, or for repair or reconstruction of any damaged or destroyed Improvements located on said real property, or for the funding of any operating deficit incurred by the Association or for paying any costs or expenses associated with the Open Space and Easements. Any such special assessment shall be set against each Lot in accordance with the Allocated Interests set forth in this Declaration. A meeting of the Members

called for the purpose of considering the establishment of a special assessment shall be held in conformance with Section 7 of this Article IV. Notwithstanding the foregoing, special assessments levied during the Period of Declarant Control may not be used for the purpose of constructing capital improvements.

7. Notice and Quorum for Any Special Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 6 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the Membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8. Assessments/Charges for Services to Fewer than All Lots. The Association may, at any time from time to time, provide services to fewer than all of the Lots. Any such services shall be provided, if at all, pursuant to an agreement in writing between the Association and the Owners of the Lots for which such service is to be provided, with such agreement to include a statement of the costs, fees and expenses reasonably expected to initially be incurred by the Association in providing such service(s), including overhead expenses of the Association. Services which may be provided by the Association pursuant to this Section 8 include, without limitation, (a) the construction, care, operation, management, maintenance, upkeep, repair, replacement and renovation of Improvements or property owned, leased or maintained by such Owner(s); (b) the provision of any services or functions to Lots such as trash removal or the maintenance of the exteriors of residences or Improvement(s) on the Lots; (c) the enforcement of the provisions of any document or agreement for, on behalf of, and in the name of the applicable Owners; (d) the payment of taxes or other amounts for Owners with funds provided by such Owner(s); and (e) the procurement of insurance for Owners. The Association may, at its election, at any time from time to time, collect the aforesaid costs, fees, expenses and other charges from Owners to whom such services are provided, in advance or arrears, in monthly or other installments, or in addition to and on the same date for payment of, the Common Assessments.

9. Lien for Assessments.

a. The Association has a statutory lien on a Lot for any assessment levied against that Lot or for fines imposed against its Owner. Fees, charges, late charges, attorney fees, fines and interest charged pursuant to this Declaration are enforceable as assessments under this Article. The amount of the lien shall include all of those items set forth in this section from the time such items become due. If an assessment is payable in installments, such installment is a lien from the time it becomes due.

b. Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required.

However, the Executive Board or managing agent of the Association may prepare, and record in the county in which the applicable Lot is located, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot, and a description of the Lot. If a lien is filed, the costs and expenses thereof shall be added to the Lot against which it is filed and collected as part and parcel thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate.

c. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of assessments become due.

10. Priority of Association Lien.

a. A lien under this Article is prior to all other liens and encumbrances on a Lot except:

(1) Liens and encumbrances recorded before the recordation of the Declaration;

(2) A First Security Interest on the Lot which has priority over all other Security Interests on the Lot and which was recorded or perfected before the date on which the assessment sought to be enforced became delinquent; and

(3) Liens for real estate taxes and other governmental assessments or charges against the Lot.

b. A lien under this Section is also prior to the Security Interests described in the preceding subsection (a) to the extent of an amount equal to the Common Expense assessments based on a periodic budget adopted by the Association an provided above, 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 non-judicial foreclosure either to enforce or extinguish the lien.

c. This option does not affect the priority of mechanics' or material men's liens or the priority of liens for other assessments made by the Association. A lien under this Article is not subject to the provisions of part 2 of Article 41 of Title 38, C.R.S., as amended.

11. *Reserved.*

12. Receiver. In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments.

13. Certificate of Status of Assessments. The Association shall furnish to an Owner or such Owner's designee or to a Security Interest Holder or its designee, upon written request delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding on the Association, the Executive Board, and every Owner. If no statement is furnished to the Owner or Security Interest Holder or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Lot for unpaid assessments which were due as of the date of the request. The Association shall have the right to charge a reasonable fee for the issuance of such certificates.

14. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date thereof may bear interest from the due date at the rate of twenty-one percent (21%) per annum, or at such lesser rate as may be set from time to time by the Executive Board, and the Executive Board may assess thereon a late charge not in excess of Twenty-Five and No/100 Dollars ($25.00) per month, with the exact amount of such charge to be determined by the Executive Board. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot. If a judgment or decree is obtained, including without limitation in a foreclosure action, such judgment or decree shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action, and may include interest and late charges, as above provided. No Owner may be exempt from liability for payment of the assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Lot against which the assessments are made. This Article does not prohibit actions or suits to recover sums for which this Declaration created a lien nor to prohibit the Association from taking a deed in lieu of foreclosure.

15. Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be retained by the Association as reserves and need not be paid to the Owners in proportion to their Common Expense Liability or credited to them to reduce their future Common Expense Assessments.

16. Assessments for Misconduct. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that Common Expense exclusively against such Owner and his Lot.

ARTICLE V - *RESERVED*

ARTICLE VI
INSURANCE

1. Extent of Coverage. The Association may maintain insurance in connection with parcels of real property which the Association has an obligation to maintain, repair and/or reconstruct. The Association shall maintain the following types of insurance, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of said coverage shall be paid by the Association as a Common Expense. Notwithstanding any of the specific insurance requirements specified in this Article, the Association may also consider, in determining the types and amounts of insurance it needs to obtain, the then existing requirements of any of the Agencies with respect to their insurance, guaranty, or purchase of Security interests. The Association will not obtain any insurance on individual Lots and such insurance shall be the sole obligation of the applicable Lot Owner.

a. A policy of property insurance covering all parcels of real property for which the Association has the duty to repair and/or reconstruct, except for land, foundation, excavation and other matters normally excluded from coverage, in an amount not less than necessary to comply with any co-insurance percentage stipulated in the insurance policy. Further, said policy shall contain a "Replacement Cost Endorsement" providing that any claim will be settled on a full replacement cost basis without deduction for depreciation, and include an "Inflation Guard Endorsement" and an "Agreed Amount Endorsement." Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:

(1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and

(2) such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard "all risk" endorsement, where such is available.

b. A comprehensive policy of public liability insurance covering parcels of real property which the Association has the obligation to maintain, repair and/or reconstruct, insuring the Association in an amount not less than One Million Dollars ($1,000,000.00) covering bodily injury, including death to persons, personal injury and property liability arising out of a single occurrence. Such coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of all parcels of real property for which the Association has the obligation to maintain, repair and/or reconstruct, legal liability arising out of lawsuits related to employment contracts of the Association, protection against liability for non-owned and hired automobiles, and such other risks as shall customarily be required by private institutional mortgage investors with respect to projects similar in construction, location and use. Such insurance shall insure the Executive Board, and the Association. The Declarant and Builders shall be included as additional insureds in their capacity as Owners. The Owners shall also be

included an additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements or other property insured by the Association from time to time. The insurance shall cover claims of one or more insured parties against other insured parties.

c. A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, owners, and trustees of the Common Interest Community, in an amount at least equal to the estimated maximum of funds, including maintenance reserves, in the custody of the Association at any given time; provided, however, that such fidelity coverage or fidelity bonds shall not be in an amount less than two (2) months aggregate Common Expense assessments on the Lots. The Association may carry fidelity insurance in amounts greater than required hereinabove and require any independent contracts employed for the purposes of managing the Common Interest Community to carry more fidelity insurance coverage than required hereinabove. Such fidelity coverage or bonds shall meet the following requirements:

(1) all such fidelity coverage or bonds shall name the Association as an obligee;

(2) such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase, at its own expense, a policy of fidelity insurance or bonds which fully complies with the provision of this subparagraph (c).

d. If any parcels of real property which the Association has an obligation to repair or reconstruct are located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage on such parcels has been made available under the National Flood Insurance Program, then such a policy of flood insurance on such parcels in an amount at least equal to the lesser of:

(1) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within a designated flood hazard area; or

(2) one hundred percent (100%) of current replacement cost of all buildings and other insurable property located within a designated flood hazard area.

e. In addition, the Association may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including, but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in

relation to their duties and responsibilities acting as directors and officers on behalf of the Association.

2. General Provisions of Insurance Policies. All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney-in-fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association. The policy or policies shall contain a standard noncontributor Security Interest Holder's clause in favor of each Security Interest Holder of a First Security Interest and a provision that it cannot be canceled or materially altered by either the insured or the insurance company until thirty (30) days' prior written notice thereof is given to the insured and each Security Interest Holder of a First Security Interest, insurer or Declarant of a First Security Interest. The Association shall furnish a certified copy or duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the owner in question, to any party in interest, including Security Interest Holders of First Security Interests, upon request. All policies of insurance carried by the Association shall also contain waivers of subrogation by the insurer against any owner or member of his household. All policies shall contain waivers of any defense based on invalidity arising from any acts, omissions or negligence of an Owner where such Owner is not under the control of the Association.

3. Deductibles. The Association may adopt and establish written non-discriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. No policy of insurance of which the Association or its designee is the beneficiary shall include a deductible clause in an amount which is greater than the lesser of One Thousand Dollars ($1,000.00) or one percent (1%) of the face amount of the policy. The Association shall assess each Owner its pro-rata share of any deductible paid by the Association.

a. To the extent the Association settles claims for damages, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association.

b. The Association may determine that a loss, either in the form of deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any assessment.

4. Payment of Insurance Proceeds. Any loss covered by an insurance policy described in Section 1 of this Article must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any Security Interest Holder. The insurance trustee or the Association shall hold any insurance proceeds in the trust for the Association, Owners and Security Interest Holders as their interests may appear. Subject to the provisions of Section 1 of Article VII of this Declaration, the

proceeds may be disbursed first for the repair or restoration of the damaged property; and the Association, Owners and Security Interest Holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Common Interest Community is terminated.

5. Association Insurance as Primary Coverage. If at the time of any loss under any policy which is in the name of the Association, there is other insurance in the name of any Owner and such Owner's policy covers the same property or loss, or any portion thereof, which is covered by such Association policy, such Association policy shall be primary insurance not contributing with any of such other insurance. An Owner shall be liable to the Association for the amount of any diminution of insurance proceeds to the Association as a result of policies of insurance of an Owner, and the Association may collect the amount from said Owner in the same manner as any assessment. Any such Owner's policy shall also contain waivers of subrogation.

6. Acceptable Insurance Companies. Each hazard insurance policy purchased by the Association must be written by a hazard insurance carrier which is authorized by law to do business in the State of Colorado. The Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee, or (b) under the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's Board of Directors, policy holders or members, or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or any Owner from collecting insurance proceeds.

7. Insurance to be Maintained by Owners. An insurance policy issued to the Association does not obviate the need for Owners to obtain insurance for their own benefit. Insurance coverage on each Lot and the improvements thereon, and the furnishings and other items of personal property belonging to an Owner, and public liability insurance coverage on each Lot, including any portions of any Lot to be maintained by the Association, if any, shall be the responsibility of the Owner of such Lot.

8. Annual Review of Insurance Policies. All insurance policies carried by the Association shall be reviewed at least annually by the Executive Board to ascertain that the coverage provided by such policies adequately covers those risks insured by the Association. Prior to obtaining any policy of fire insurance or renewal thereof, the Executive Board or the managing agent of the Association may obtain a written appraisal from a duly qualified real estate or insurance appraiser, or other person knowledgeable as to replacement costs, which appraiser shall reasonably estimate the full replacement value of the Improvements to the insured for the purpose of determining the amount of insurance required pursuant to the provisions of this Article. Any Security Interest Holder shall be furnished with a copy of such appraisal upon request.

ARTICLE VII
DAMAGE OR DESTRUCTION

1. Damage or Destruction.

a. Any portion of the Common Interest Community for which insurance is carried by the Association under this Declaration, and which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(1) The Common Interest Community is terminated;

(2) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

(3) Eighty percent (80%) of all of the Owners vote not to rebuild; or

(4) Prior to the conveyance of any Lot to a Person other than the Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Common Interest Community rightfully demands all or a substantial part of the insurance proceeds.

b. The cost of repair or replacement that is covered by insurance carried by the Association, but which is in excess of insurance proceeds and reserves, is a Common Expense. If the Entire Common Interest Community is not repaired or replaced, the insurance proceeds attributable thereto must be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community and, except to the extent that other Persons will be distributees, the remainder of the proceeds must be distributed to all the Owners or lien holders, as their interests may appear, in proportion to the Common Expense Liability of all the Lots.

2. Lots. Any damage to or destruction of any structure located on a Lot on which insurance is not carried by the Association shall, except as hereafter provided, be promptly repaired and reconstructed by the Owner thereof using insurance proceeds and personal funds of such Owner. "Repaired and reconstructed," as used in this paragraph, shall mean restoring the structure to substantially the same condition in which it existed immediately prior to such damage or destruction, including having the same boundaries as before. However, if a residence located on a Lot shall be destroyed or so damaged that the residence is no longer habitable, then the Owner of such Lot shall, within a reasonable time not to exceed one hundred twenty (120) days after the event resulting in such damage or damage or destruction, either commence and diligently pursue repair or reconstruction of the residence or demolish the same. Demolition of a residence shall include removal of any foundation slab, basement walls and floors, regarding of the Lot to a level condition, and reseeding such Lot with native grass, such that the Lot shall be restored to a saleable condition. If the Owner of a Lot does not either commence repair, reconstruction or demolition activities within a reasonable time, as provided above, and diligently pursue the same in conformance with the plans approved by the Architectural Review Committee, then the Association

may, in its reasonable discretion, after providing the notice required herein, enter upon the Lot for the purpose of demolishing the residence and then landscape the Lot in conformance with approved plans. The cost related to such demolition and landscaping shall be the personal obligation of the Owner of the Lot on which such work is performed and shall be subject to all the terms and provisions applicable to assessments as provided in Article IV hereof, including without limitation, interest, late charges and lien rights.

ARTICLE VIII

SECURITY INTEREST HOLDERS OF FIRST SECURITY INTERESTS

1. Approval by Members and Security Interest Holders of First Security Interests. Notwithstanding any provisions of this Declaration to the contrary, the Association shall not:

a. unless it has obtained the prior written consent of the Members casting at least sixty-seven percent (67%) of the votes in the Association or of those Security Interest Holders holding at least sixty-seven percent (67%) of the First Security Interests (based upon one vote for each First Security Interest owned):

(1) by act or omission, seek to abandon or terminate the Common Interest Community;

(2) change the Allocated Interest of any Lot in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards, or determine the Allocated Interest of each Lot in the Common Elements (however, this requirement will be deemed waived to the extent necessary to allow phasing, add-ons, or annexations in accordance with this Declaration);

(3) partition or subdivide any Lot;

(4) seek to abandon, partition, subdivide, encumber, sell, or transfer any Common Elements by act or omission. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Common Interest Community is not a transfer within the meaning of this clause. (However, this requirement will be deemed waived to the extent necessary to allow phasing, add-ons, or annexations, in accordance with this Declaration); or

(5) use hazard insurance proceeds for losses to any property in the Common Interest Community (whether Lots or Common Elements) for other than the repair, replacement or reconstruction of such property.

b. Unless it has obtained the prior written consent of at least sixty-seven percent (67%) of the total allocated votes in the Association, and fifty-one percent (51 %) of the Security Interest Holders holding First Security Interests (based on one vote for each First Security Interest owned), add or amend any material provisions of this Declaration (excluding the Original Covenants), the Articles of Incorporation or Bylaws

of the Association which establish, provide for, govern or regulate any of the following, provided that such additions or amendments shall not be considered material if they are for the purpose of correcting technical errors or for clarification only, and provided, further, that the implied approval of any Security Interest Holder of a First Security Interest shall be assumed if such Security Interest Holder fails to submit a response to any written proposal for an amendment with thirty (30) days after such Security Interest Holder receives proper notice of the proposal delivered by certified or registered mail with a "return receipt" requested:

(1) voting rights;

(2) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%) over the previous year's assessment amount, assessment liens or the priority of assessment liens;

(3) reduction in reserves for maintenance, repair and replacement of Common Elements;

(4) responsibility for maintenance and repairs;

(5) reallocation of Interests in the Common Elements, or rights to their use;

(6) redefinition of any Lot boundaries;

(7) convertibility of Lots into Common Elements or vice versa;

(8) expansion or contraction of the Common Interest Community, or the addition, annexation, or withdrawal of property to or from the .Common interest Community;

(9) hazard or fidelity insurance requirements;

(10) imposition of any additional restrictions on an Owner's leasing of Lots not otherwise set forth in this Declaration;

(11) imposition of any restriction on an Owner's right to sell or transfer his or her Lot;

(12) a decision by the Association, after the Association includes 25% of total Lots, to establish self-management if professional management has been required previously by this Declaration or the Articles of Incorporation or Bylaws of the Association, or by any Security Interest Holder of a First Security Interest;

(13) restoration or repair of the Common Interest Community (after damage or partial condemnation) in a manner other than that specified in this Declaration, the Articles of Incorporation or Bylaws of the Association;

(14) any action to terminate the legal status of the Common Interest Community after substantial destruction or condemnation; provided, however, that termination of the legal status of the Common Interest Community for reasons other than substantial destruction or condemnation must be agreed to by at least sixty-seven percent (67%) of the Security Interest Holders holding First Security Interests (based on one (1) vote for each First Security Interest owned); or

(15) any provisions which are for the express benefit of Security Interest Holders of First Security Interests, or insurers or guarantors of First Security Interests.

2. Notice of Action. Upon written request to the Association, identifying the name and address of the Security Interest Holder of a First Security Interest or insurer or guarantor of the First Security Interest and the residence address of the property which is subject to such First Security Interest, each Security Interest Holder of a First Security Interest, or insurer or guarantor of a First Security Interest, shall be entitled to timely written notice of:

a. any condemnation loss or casualty Loss which affects a material portion of the Common Interest Community or any Lot subject to a First Security Interest held, insured or guaranteed by such Security Interest Holder, insurer or guarantor of a First Security Interest;

b. any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Lot subject to a First Security Interest held, insured or guaranteed by such Security interest Holder, insurer or guarantor or any default by such Owner in any obligation under the Declaration, Articles of Incorporation or Bylaws of the Association if and when the Executive Board of the Association has actual knowledge of such default, and such delinquency or default remains uncured for a period of sixty (60) days;

c. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

d. any proposed action which would require the consent of a specified percentage of Security Interest Holders of First Security Interests as provided in this Article.

3. Financial Statements. The Association shall, within one hundred twenty (120) days after the Association's fiscal year end, prepare an annual accounting of association funds and a financial statement for the immediately preceding fiscal year, which shall be available for review by the Owners or any Security Interest Holder of a First Security Interest, or any insurer or guarantor of such First Security Interest, and which shall be delivered to such a requesting party upon written request therefor (accompanied by a postage prepaid return envelope) as soon as reasonably practicable following the Associations' receipt of such request. Upon not less than fifteen (15) business days' prior written notice to the Association, an Owner or Security Interest Holder shall have the right to conduct, at its sole cost and expense, an audit of the

Association's books and records for the preceding fiscal year, so long as the audit is (a) initiated not later than one hundred eighty (180) days following the Association's fiscal year end, and (b) conducted at the Association's business offices during ordinary business hours.

4. Agency Mortgages. The provisions of this Section 4 of Article VIII shall apply during any portion of time that a First Mortgage is held, insured, or guaranteed by any Agency:

a. Approval of Material Amendments. Notwithstanding anything in this Declaration to the contrary, in addition to the Member approval requirements set forth in Chapter Five, Section 6(a), any amendment to the Declaration of a material adverse nature to First Security Interest holders must be approved by First Security Interest holders that represent at least 51% of the Membership Interests of Lots that are subject to Mortgages. For purposes of this Section 4, an amendment to the Declaration shall be considered to be of a material adverse nature to First Security Interest holders if it is a Material Amendment.

b. Approval of Termination of Legal Status. Any action to terminate the legal status of the Property, whether after substantial destruction or condemnation, or for any other reason, must be approved by First Security Interest holders that represent at least 51% of the Membership Interests of Lots that are subject to Mortgages.

c. Notice; Implied Approval. A First Security Interest holder shall be deemed to have approved an amendment or termination of legal status if such First Security Interest holder fails to submit a response to any written proposal for an amendment or termination of legal status within sixty (60) days after it receives notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested. A First Security Interest holder shall be given notice at the address specified in such First Security Interest holder's written request for notice pursuant to Section 2 of this Article, or if no such written request has been submitted, to the most recent address as shown on the recorded deed of trust or assignment thereof.

CHAPTER THREE

PROPERTY RIGHTS

ARTICLE I

USE OF COMMON ELEMENTS/EASEMENTS

1. Use of Common Elements. An easement is hereby granted to the Declarant through the Common Elements as may be reasonably necessary for the purpose of discharging any of Declarant's obligations or exercising any Special Declarant Rights.

a. No use shall be made of the Common Elements which will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Common Elements.

b. No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Common Elements to all Members, nor shall any Owner place any structure whatsoever upon the Common Elements.

c. The use of the Common Elements shall be subject to such rules and regulations as may be adopted from time to time by the Declarant or the Executive Board.

d. No use shall ever be made of the Common Elements which will deny ingress or egress to those Owners having access to their Lots only over Common Elements, and the right of ingress and egress to said Lots is hereby expressly granted.

2. Easement for Encroachments. To the extent that any Improvement or Common Element encroaches on any other Lot or Common Element, a valid easement for the encroachment exists. The easement does not relieve an Owner of liability in case of willful misconduct.

a. Declarant hereby reserves for itself, the Association and the Owners, easements for the installation and maintenance of utilities, drainage facilities, public or private improvements and access thereto are reserved as shown on the Plat and any amendments to such Plat or as established by any other instrument of record. In addition, there is hereby created a blanket easement upon, across, over and under the Common Interest Community for utilities and the installation, replacement, repair and maintenance of utilities, including, but not limited to, water, sewer, gas, telephone, electricity, master television antenna systems, irrigation, and cable television. By virtue of this blanket easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment and appurtenances on the Common Interest Community property and to affix, repair and maintain water, sewer and irrigation pipes, gas, electric, telephone and television wire, circuits, conduits and meters; provided, that (i) prior to constructing, installing or erecting any such facilities, the party desiring to do so shall first obtain a vertical and/or horizontal line assignment from Declarant or the Association identifying the location of the proposed utility installation; and (ii) the party desiring to construct, install or erect any utility facilities shall, upon completion of such installation, restore the surface of the property affected by such installation to its pre-construction condition. In the event any utility or quasi-municipal utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the Common Elements without conflicting with the terms hereof; provided, however, that such right and authority shall cease and terminate upon the conveyance by Declarant of the last Lot to the first purchaser thereof (other than Declarant), at which time said right and authority shall vest in the Association.

ARTICLE II

PROPERTY RIGHTS IN THE COMMON ELEMENTS

1. Owners' Easements. Subject to the provisions of Section 2 of this Article, every Owner shall have a non-exclusive right and easement for the purpose of access to their Lots and for use for all other purposes, in and to the Common Elements, and such easement shall be appurtenant to and shall pass with the title to every Lot, provided, however, that Tracts O, P, R and S, Red Rocks Valley Subdivision shall be maintained as private roads providing ingress and egress to the Lots contiguous thereto.

2. Extent of Owners' Easement. The rights and easements created hereby shall be subject to the following:

a. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Elements and to mortgage said property as security for any such loan; provided, however, that the Association may not subject any portion of the Common Elements to a Security Interest unless such is approved by Members casting at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Lots not owned by the Declarant; and

b. The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure; and

c. The right of the Association to promulgate and publish rules and regulations with which each Member shall strictly comply, including, but not limited to, the right of the Association to regulate and/or restrict vehicular parking, signage and Improvements; and

d. The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of the Bylaws of the Association or the Association's rules and regulations; and

e. The right of the Association to dedicate or transfer all or any part of the Common Elements owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless first approved by the Members entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Lots not owned by the Declarant, and unless written notice of the proposed agreement and the proposed dedication or transfer is sent to every Member at least thirty (30) days in advance of any action taken. Notwithstanding the foregoing, the granting of permits, licenses and easements for public utilities, roads or for other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Interest Community shall not be deemed a transfer within the meaning of this subsection (e); and

f. The right of the Association, through its Executive Board, to enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of real property or Improvements by Owners, other Persons, their family members, tenants, guests and invitees, for any purpose(s) the Executive Board may deem to be useful, beneficial or otherwise appropriate; and

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

3. Delegation of Use. Any Owner may delegate his rights of use of and access over the Common Elements to the members of his family, his tenants, or contract purchasers who reside on his Lot; provided, that such use shall be subject to all rules and regulations now or hereafter promulgated by Declarant or the Association.

4. Payment of Taxes or Insurance by Security Interest Holders of First Security Interests. Security Interest Holders of First Security Interests shall have the right, jointly or singly, to pay taxes or other charges or assessments which are in default and which may or have become a lien against the Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Elements, and any Security Interest Holders of First Security Interests making any such payments shall be owed immediate reimbursement therefore from the Association.

5. Conveyance or Encumbrance of Common Elements.

a. Portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association only if Persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Lots not owned by a Declarant, agree to that action.

b. An agreement to convey Common Elements or subject them to a Security Interest must be evidenced by the execution of an agreement, or ratification thereof, in the same manner to a deed, by the requisite number of Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every county in which a portion of the Common Interest Community is situated and is effective only upon recordation.

c. The Association, on behalf of all Owners, may contract to convey an interest in the Common Interest Community pursuant to subsection (a) of this section, but the contract is not enforceable against the Association until approved and executed. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

d. Unless in compliance with this section, any purported conveyance, encumbrance, judicial sale or other transfer of Common Elements is void.

e. A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Lot of its rights of ingress and egress to the Lot and support of the Lot.

f. A conveyance or encumbrance of Common Elements pursuant to this section does not affect the priority or validity of preexisting encumbrances.

CHAPTER FOUR
LAND USE RESTRICTIONS

ARTICLE I
GENERAL RESTRICTIONS

It is the intention of Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Lots, all in order to enhance the value, desirability, and attractiveness of the Lots and serve and promote the sale thereof. This Common Interest Community and all of the Lots shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the provisions, conditions, limitations, restrictions, agreements and covenants of this Chapter 4, as well as those contained elsewhere in this Declaration.

1. Zoning Regulation. No real property within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Mesa County, Colorado.

2. Signs. No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Lot or any Common Elements other than a name plate of the occupant and a street number, and except for the standard "For Sale" sign approved by the Association. Standard "For Sale" signs shall be available from the Association for a deposit fee in an amount to be determined by the Association (which fee shall be refunded upon return of the sign to the Association) , and may include only two (2) telephone numbers of contact persons for information regarding the sale of a Lot; no names or other information may be included on such sign. No "For Lease" or "For Rent" signs, signs, posters or placards displayed in windows or otherwise visible from any portion of an Improvement, or other posters, billboards or other signs are permitted under any circumstances. Notwithstanding the foregoing, signs erected by governmental bodies or agencies and signs endorsing political candidates, ballot issues or similar election-related matters shall be permitted, so long as such signs are (i) not erected within public rights-of-way or any Common Elements, and (ii) are removed not later than five (5) days following the date of the applicable election or ballot initiative.

3. Animals. No animals, livestock, pigs, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the Lots; provided, however, that the Owners of each Lot may keep not more than two (2) dogs (not to exceed seventy-five (75) pounds in weight each) or a total of three (3), in the aggregate, domestic

animals including, without limitation, dogs, cats, or other domestic animals which are bona fide household pets. No pets may be kept for any commercial purpose, or in any manner as to create a nuisance to any resident of the Lots; all pets shall be kept in accordance with all rules and regulations relating to domestic animals as may be now or hereafter promulgated by Declarant or the Association, including leash requirements, removal of animal waste and similar restrictions. The Association shall also have, and is hereby given, the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such manner as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of the provisions of this Section 3, and to take such action or actions as it deems appropriate to correct the same. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well an any costs incurred by the Association as a result of such pets, and any such costs and damages shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in Article IV hereof.

4. Restrictions on Trash. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored, or allowed to accumulate on any property, except within an enclosed structure, with odors adequately controlled. Containers containing such materials shall not be placed outside the enclosed structure prior to the evening before scheduled trash pick-up and removal, and must be returned to the enclosed structure not later than the evening following such trash removal.

5. Off Street Parking. Owners shall not be permitted to park on the public streets or rights-of-way; short-term, temporary off-street parking by an Owner's guest shall be permitted so long as such off-street parking does not continue for more than twenty-four (24) hours.

6. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within any Lot and no odor shall be permitted from any Lot which is noxious or offensive to others, or which shall render the Lot or any portion thereof unsanitary, unsightly, or offensive from any public or private street or from any other Lot. No noise or other nuisance shall be permitted upon any portion of a Lot so as to be offensive or detrimental to the occupants of any other Lot. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horn, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of the property without the approval of the Architectural Review Committee. As used herein, the term "nuisance" shall not include any activities of Declarant or Builders which are reasonably necessary to the development and construction of, and sales activities on, the Lots; provided, however that such activities of the Declarant and Builders shall not unreasonably interfere with any Owner's use and enjoyment of his Lot, or with any Owner's ingress and egress to or from his Lot and a public way. Further, no unlawful use shall be permitted or made of any Lot or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Lots, or any portion

thereof, shall be observed and all Improvements shall comply with all applicable federal, state and local laws, ordinances and regulations.

7. Residential Use Only. Lots shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes; provided, however, that an Owner may use his Lot for professional or home occupation(s) subject to compliance with the Mesa County Zoning Regulations. Warehousing, storage for hire, fabrication, or commercial operations are prohibited. No Lot shall be improved or used except by a dwelling or structure designed to accommodate no more than a single family and its servants and occasional guests, plus a garage, fencing and such other Improvements as are necessary or customarily incident to a single-family residence.

8. Restriction on Subdividing. No Lot shall be subdivided, except for the purpose of combining portions with an adjoining Lot, provided that no additional building site is created thereby. Not less than one entire Lot, as conveyed, shall be used as a building site.

9. Lighting; Sound; Holiday Decorations. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying. Without limiting the generality of the foregoing, no exterior spotlights, search lights, speakers, horns, whistles, bells or other light or sound devices (other than security devices used exclusively for security purposes), shall be located or used on any property except with the prior written approval of the Architectural Review Committee. Only high-pressure sodium or incandescent bulbs shall be permitted in exterior lighting. All holiday or special event decorations, including lights, must be removed not later than two (2) weeks following such holiday or special event, weather permitting.

10. Easements and Utilities. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the Plat, a separate recorded document per paragraph 2(a) of Article I, Chapter 3 hereof, or on the approved drainage study for the Subdivision on file in the Records or with the Association. All such facilities, including, without limitation, utility lines, electrical lines, water, gas and telephone lines within the boundaries of the Subdivision must be underground. Meters, lift stations, transformers and switch cabinets within the boundaries of the Subdivision may be above-ground. Within these easements, no structure, planting or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which the public authority or utility company is responsible.

11. Temporary and Accessory Structures. Except as hereinafter provided, no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Lot except as

permitted by the Architectural Review Committee and the applicable zoning or other governmental regulations. Notwithstanding the foregoing, during the actual construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures, including dumpsters, for storage of materials, tools or debris, as well as temporary fencing to protect the safety of persons and property, may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any structure or other Improvements shall be prosecuted diligently from the commencement thereof until the completion thereof, at which time any temporary structures and fencing placed or erected on a Lot in connection with such work shall be promptly removed. No permanent accessory structures, facilities, equipment or objects shall be so located on any Lot as to be visible from a street or from any other Lot. Except as permitted by the Architectural Review Committee, any accessory structures located within the Common Interest Community must: (i) not exceed sixty-five (65) square feet in size; (ii) not exceed eight (8) feet in height above ground level; (iii) be set back ten (10) feet or more from the rear property line of the applicable Lot; and (iv) be constructed of the same materials and painted the same colors as the residence located upon such Lot.

12. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot.

13. Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant, its employees, agents, and contractors, to perform such reasonable activities, and to maintain upon portions of the Lots such facilities as Declarant deems reasonably necessary or incidental to the construction and sale of Lots, and development and construction of Improvements, specifically including, without limiting the generality of the foregoing, maintaining management offices, construction offices, dumpsters, construction signs, fences and other equipment, model Lots and sales offices and signs identifying the same, in such numbers, of such sizes and at such locations as it determines in its reasonable discretion. Notwithstanding the foregoing, Declarant shall not perform any activity or maintain any facility on any portion of the Lots in such a way as to unreasonably interfere with the access of any Owner, his family members, guests or invitees of and to his Lot and to a public right-of-way.

14. Vehicular Parking, Storage and Repairs.

a. No recreational vehicles, including, without limitation, house trailers, campers, motor or mobile homes, camping trailers, boats or boat trailers, hauling or horse trailers, or equipment or accessories to any such recreational vehicles, or trucks (larger than one (1) ton, single-axle work trucks) may be parked or stored in the Subdivision or on the streets therein, unless such parking or storage is within the garage area of any Lot, except that any such vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial, vehicles which are necessary for construction or for the maintenance of the Lots or any Improvements.

b. Except as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Common Interest Community or on any street or roadway within the Common Interest Community. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of seventy-two (72) hours or longer, or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted vehicles parked by Owners while on vacation (for a maximum of three (3) weeks) or during a period of illness shall not be deemed to be abandoned.

c. In the event the Association shall determine that a vehicle is parked or stored in violation of subsections (a) or (b) of this Section 8, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonable ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the Association in its discretion from time to time, the Association shall have the right to cause the vehicle to be removed at the sole expense of the owner thereof.

d. 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 in the Common Interest Community, unless such activity is done within an enclosed structures which prevents the sight and sound of the activity from being seen or heard from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, together with those activities normally incident and necessary to such washing and polishing. No oil changing shall be permitted under any circumstances.

15. Miscellaneous Improvements.

a. No clothes lines, chain-linked dog runs or service yards shall be located on any Lot where such facilities are visible from the public streets. Firewood may be stored only in neatly stacked piles which are maintained in an orderly manner.

b. No types of exterior refrigerating, cooling or heating apparatus other than those originally installed by Declarant shall be permitted, except for ground mounted air conditioning units or ground mounted swamp coolers serving the principal residential structures on a Lot and are located in the back yard of the Lot and which are properly screened from view from adjacent Lots and Common Elements. Patio heating and insect repellant systems are permissible with the prior approval of the Association. No roof- or window-mounted swamp coolers or air conditioning units are permitted.

c. Satellite dishes are permitted on a Lot so long as such satellite dishes do not exceed one (1) meter in diameter, are mounted below the ridge line, are of a color consistent with the residence on the Lot or are otherwise camouflaged from view and comply with any criteria or requirements or design guidelines or similar document(s) which affect the Common Interest Community now or hereafter

promulgated, from time to time, by the Architectural Review Committee, the Executive Board. Regardless of size, all satellite dishes shall be screened from view as required by the rules of the Executive Board. Such criteria and requirements shall provide that the type of satellite dishes which are to be permitted and the installation thereof shall have the least amount of visibility reasonably possible. Further, except as may otherwise be permitted by the Architectural Review Committee, no exterior radio antenna, television antenna, microwave or satellite dish antenna, or audio or visual reception or transmission device or equipment of any type, shall be placed, erected or maintained on any Lot; provided, however, that any such devices may be erected or installed by the Declarant or a Builder during their sales or construction in the Common Interest Community.

d. No wind generators of any kind shall be constructed, erected or maintained in the Common Interest Community.

e. Window coverings must be installed not later than thirty (30) days following the date on which a residence on a Lot is first occupied, and must be of materials designed for window use and complimentary in color and style with the exterior of the residence.

16. No Hazardous Activities. No activities shall be conducted on any property or within Improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharge upon any property and no open fires shall be lighted or permitted on any property except in a contained barbeque while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers.

17. Leases. The term "lease," as used herein, shall Include any agreement for the leasing or rental of a Lot, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any Owner shall have the right to lease his Lot; provided, that all leases shall be in writing and all leases shall provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation, Bylaws and rules and regulations of the Association.

18. Landscaping. After acquisition of record title to a Lot by the first owner thereof (other than a Declarant, or a Builder), within six (6) months (as to front yard landscaping) and within one (1) year (as to rear yard landscaping), the Owner thereof shall install landscaping on his Lot not covered by a building or building Improvement as required by Mesa County regulations, and shall thereafter maintain such landscaping in a neat and attractive condition, including periodic and horticulturally correct watering, fertilizing, trimming, pruning, removal of weeds, and replacement of landscaping when necessary. Landscaping plans and other required documents shall be submitted to the Architectural Review Committee for approval and the approval of the same shall be

obtained prior to commencement of installation of landscaping, except where installed by Declarant. If any Owner fails to comply with this section, or with the requirements of the Architectural Review Committee in installation of landscaping, the Association may enter upon such Lot and install or maintain landscaping at the Owner's expense.

19. Maintenance of Grade and Drainage. Each Owner shall maintain the grading upon his Lot, and the Association shall maintain the grading upon the Common Elements, at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes. Each Owner and the Association agree, for themselves and their successor and assigns, that they will not in any way interfere with the established drainage pattern over any such real property, from adjoining or other real property, or with snow retention and removal in accordance with the approved drainage and maintenance plan for the Subdivision. In the event that it is necessary or desirable to change the established drainage over any Lot or other real property, then the party responsible for the maintenance of such real property shall submit a plan to the Architectural Review Committee for its review and Approval, in accordance with the provisions of this Chapter and shall obtain all necessary governmental approvals. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading of a Lot is completed.

20. Shared Driveways. Lots 4, 5 and 6, Block 2; Lots 8 and 9, Block 2; and Lots 16 and 17, Block 2, Red Rocks Valley, shall be subject to a shared driveway easement over and across the areas depicted on **Exhibit D** attached hereto and by this reference incorporated herein.

21. Rules and Regulations. Rules and regulations concerning and governing the Lots and/or the Common Interest Community may be adopted, amended or repealed from time to time by the Declarant (during the Period of Declarant Control) or Executive Board, and the Declarant (during the Period of Declarant Control) or Executive Board may establish and enforce penalties for any infraction, non-compliance or other violation of any provision of this Declaration or of such rules and regulations, including, without limitation, the levying and collecting of fines or other penalties, the non-payment of which shall be treated in the same manner as non-payment of Association assessment liens as provided for in this Declaration or in the Association's Bylaws.

ARTICLE II

EXTERIOR APPEARANCE

1. The exteriors of all Lots must be consistent with the following guidelines:

a. Prior approval by the Architectural Review Committee shall be required for all exterior painting or staining, and shall be conditioned upon selection of a color from the approved color palette on record with the Architectural Review Committee from time to time. Lot Owners shall be responsible for the timely upkeep and maintenance of exterior surfaces.

b. Gas or oil drilling, or storage of gas, mechanical oil or other petroleum products in excess of reasonable quantities for normal household use are prohibited.

c. Mobile homes and dome style homes are prohibited.

d. All homes shall have a minimum two (2) car garage.

e. All Lots shall have a minimum 1,200 square feet of landscaped area between the front property lines and front of the residence in the front yard of the Lot. Minimal water consumption is encouraged in landscaping; not more than 3,000 square feet of bluegrass sod or its equivalent per Lot is permitted.

f. Any permanent outbuildings or accessory structures (other than those erected or installed by Declarant or a Builder) must be approved by the Architectural Review Committee prior to placement on any Lot.

g. Plans for permanent fencing (other than fencing erected or installed by Declarant) must be submitted to and approved by the Architectural Review Committee prior to installation.

(1) Privacy fences shall be permitted so long as such fences (i) are constructed of wood, (ii) do not exceed six (6) feet in height, and (iii) are set back from the front of the residence a minimum of five (5) feet. Chain link privacy fences are not permitted.

(2) Dog runs may be allowed with the prior approval of the Architectural Review Committee so long as such dog runs (i) are not visible from the front of the Lot, (ii) do not exceed eight hundred (800) square feet in area, (iii) do not exceed the height of any adjoining privacy fence, and (iv) do not exceed five (5) feet in height.

2. Minor Violations of Setback Restrictions. If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Lot immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section shall prevent the prosecution of a suit for any other violation of the restrictions, covenants, or other provisions contained in this Declaration. A "minor violation," for the purpose of this Section, is a violation of not more than six (6) inches beyond the required setback lines or Lot lines. This provision shall apply only to the original Improvements first constructed, erected or installed on a Lot and shall not be applicable to any alterations or repairs to, or replacements of, any such Improvements.

ARTICLE III
EXTERIOR MAINTENANCE

1. General.

a. Maintenance, repair and replacement of all Common Elements, Improvements located thereon, and of any drainage structures or facilities, or other public Improvements required by the local governmental entity as a condition of development of the Common Interest Community or any part thereof, shall be the responsibility of the Association unless such Improvements have been dedicated to and accepted by the local governmental entity for the purpose of maintenance, repair or replacement or unless such maintenance, repair or replacement has been authorized by law to be performed by a special district or other municipal or quasi-municipal entity. Further, the Association may provide such other maintenance and repair as the Executive Board deems appropriate from time to time, including without limitation, publicly-dedicated property and Improvements located thereon. The costs to be expended for such maintenance and repair shall, subject to Section 4 of this Article, be collected by the Association as Common Expenses pursuant to Article IV hereof.

b. The maintenance, repair and replacement of Improvements on a Lot, including, but not limited to the interior and exterior of the residence and other Improvements thereon, shall be the responsibility of the Owner of such Lot. The Association and each Owner, and their agents and contractors, are hereby granted an easement for the purpose of maintenance and repair of the Owner's Lot on, over, across, under and through any Lot (but not the interior of any residence located on a Lot) upon reasonable notice to the Owner thereof. Any damage occurring to such Lot or the Improvements thereon in performing such repairs or maintenance shall be the responsibility of the party performing or authorizing such repairs or maintenance resulting in such damage.

2. Association's Right to Repair, Maintain, Restore and Demolish. In the event any Owner shall fail to perform his maintenance, repair and/or reconstruction obligations in any manner as satisfactory to the Executive Board, the Association may, if said failure continues for a ten (10) day period after written notice to said Owners by the Executive Board, enter upon said Lot subsequent to the expiration of said ten (10) day period to perform any or all of such maintenance, repair or restoration or, pursuant to Article VII, Section 2 of Chapter Two hereof, to demolish a residence. The cost of such maintenance, repair, reconstruction and/or demolition shall be the personal obligation of the Owner of the Lot on which such work in performed, and shall be subject to all of the terms and provisions applicable to "assessments" as provided in Chapter Two, Article IV hereof, including, without limitation, interest, late charges and lien rights.

3. Access Easement. Each Owner shall afford to the Association and the other Owners, and to their agents or employees, access through such Owner's Lot for maintenance, repair and replacement of any Common Elements and any other property or Improvements maintained, repaired or replaced by the Association to the extent such access is necessary and conducted in a reasonable manner. If damage is

inflicted, or a strong likelihood exists that it will be inflicted, on the Common Elements, any other property, or any Lot through which access is taken, the Owner responsible for the damage, or expense to avoid damage, or the Association, if it is responsible, is liable for the cost of prompt repair. Further, each Lot shall be subject to an easement in favor of the Association (including its agents, employees and contractors) for performing maintenance, repair and/or reconstruction as provided in this Article during reasonable hours after reasonable notice to the Owners or occupants of any affected Lot, except that no such notice shall be required in connection with maintenance of any landscaping, walks, or other exterior non-intrusive maintenance, and except that in emergency situations entry upon a Lot may be made at any time provided that the Owner or occupants of each affected Lot shall be warned of impending emergency entry as early as is reasonably possible. The interior of any residence located on a Lot shall not be subject to such easements as provided for in this Section.

4. Owner's Negligence. Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or reconstruction of the Common Elements or any improvements located thereon, 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, maintenance, reconstruction or expense to avoid such damage shall be the personal obligation of such Owner to the extent that said Owner would be liable for the acts of such Persons under the laws of the State of Colorado; and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to the assessment to which such Owner's Lot is subject and shall be subject to all of the terms and provisions of Chapter Two, Article IV of this Declaration. A determination of the negligence or willful act or omission of any Owner, or any member of an Owner's family or a guest or Invitee of ally Owner, and the amount of the Owner's liability therefore, 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 said Owner to a court of law.

5. Expenses for Property Subject to Development Rights. In addition to the liability that a Declarant as an Owner has under the Act, (i) Red Rocks Valley Real Estate Partners, LLC or its successor(s), as Declarant, alone is liable for all expenses in connection with the Annexable Property subject to Development Rights or Special Development Rights until expiration of all such rights with respect to such real estate, and (ii) Special Property Development Rights Holder, or its successor(s) alone is liable for all expenses in connection with the Expansion Property subject to Development Rights or Special Development Rights until the expiration of all such rights with respect to such real estate. No other Owner and no other portion of the Common Interest Community is subject to a claim for payment of those expenses. Any income or proceeds from real estate subject to Development Rights or Special Development Rights inures to the Declarant or the Special Development Rights Holder with regard to their respective real estate as set forth above.

CHAPTER FIVE

DECLARANT'S RIGHTS AND RESERVATIONS

1. Period of Declarant's Rights and Reservations. Declarant shall have, retain and reserve certain rights as hereinafter set forth in this Chapter Five with respect to the Association and the Association Properties from the date hereof, until the date which is twenty (20) years following the recordation of the Declaration. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of property by Declarant to the Association whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Interest Community is conveyed by Declarant. The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provision of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other subsequent amendment. Declarant makes no assurances that Declarant will exercise the rights reserved by Declarant herein with respect to all or any portion of the Common Interest Community and Declarant reserves the right to exercise such rights with respect to the Common Interest Community in such time frames and in such a manner as Declarant deems fit in its sole and absolute discretion.

2. Right to Construct Additional Improvements on Association Properties. Declarant shall have and hereby reserves the right, but not the obligation, to construct additional Improvements on Association Properties at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners. Declarant shall convey or transfer such Improvements to the Association, and the Association shall be obligated to accept title to, care for, and maintain the same as Association Properties.

3. Declarant's Rights to Use Association Properties in the Promotion and Marketing of Common Interest Community. Declarant shall have and hereby reserves the right to use Association Properties and services offered by the Association in connection with the promotion and marketing of the Common Interest Community. Without limiting the generality of the foregoing, Declarant may: (a) erect buildings and other structures on the Association Properties, as Declarant reasonably may deem necessary, in connection with the promotion, development, and marketing of real property within the Common Interest Community; (b) use vehicles and equipment on Association Properties for promotional purposes; (c) permit prospective purchasers of Lots to use Association Properties at reasonable times and in reasonable numbers; (d) maintain sales offices, management offices, and model homes, on the Association Properties or the Lots owned by Declarant within the Common Interest Community in such sizes and in such locations as individually determined by Declarant, in its sole and absolute discretion; and (e) refer to the Association Properties and to the Association and services offered by the Association in connection with the development, promotion and marketing of property within the boundaries of the Common Interest Community. Notwithstanding the foregoing to the contrary, any use of the Association Properties for

the above purposes shall be done so as to minimize any inconvenience to the Owners of Lots and Members of the Association.

4. Declarant's Rights to Complete Development of Common Interest Community. No provision of this Declaration shall be construed to prevent or limit Declarant's rights to: (a) complete the development of the property within the boundaries of the Common Interest Community; (b) construct or alter Improvements on any property owned by Declarant within the Common Interest Community, including temporary buildings; (c) maintain model homes, sales offices, management offices, temporary buildings or offices for construction or sales purposes, or similar facilities upon any property owned by Declarant or owned by the Association within the Common Interest Community upon such Lots and in such sizes as Declarant determines in its sole and absolute discretion; or (d) post signs incidental to the development, construction, promotion, marketing or sales of property within the Common Interest Community. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals to: (a) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, demolish or replace any Improvements on any property owned by Declarant; or (b) use any structure on any property owned by Declarant as a construction, model home or real estate sales office in connection with the sale of any property within the boundaries of the Common Interest Community.

5. Declarant's Approval of Conveyances or Changes in Use of Association Properties. Until Declarant has lost the right to appoint members of the Board of Directors as elsewhere provided herein, the Association shall not, without first obtaining the prior written consent of Declarant, which consent shall not be unreasonably withheld, convey, change or alter the use of Association Properties, Mortgage the Association Properties or use Association Properties other than solely for the benefit of the Members or as specifically allowed hereunder.

6. Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements for access, utilities, drainage, and water in, on, under, over and across Lots owned by Declarant and Association Properties for any purpose incidental to the development and sale of Lots within the Common Interest Community.

7. Declarant's Rights to Convey Additional Property to Association. Declarant shall have and hereby reserves the right, but not the obligation, for a period of twenty (20) years from the date of the recording of this Declaration, to convey additional real property and Improvements thereon to the Association at any time and from time to time in accordance with this Declaration.

8. Annexation of Additional Properties. Declarant hereby reserves the right, for a period of twenty (20) years from the date of the recording of this Declaration, to create additional Lots and to annex the Annexable Property or the Expansion Property to the Common Interest Community, in phases, in accordance with the following terms and provisions:

a. Special Development Rights Holder and its successors shall have the option, in its sole discretion, to cause Declarant to annex the Expansion Property to the Association within twenty (20) years from the date of the recording of this Declaration, provided that Special Development Rights Holder provides Declarant written notice of Special Declarant Right Holder's election to cause Declarant to annex the Expansion Property on or before one hundred and twenty (120) days prior to the expiration of twenty (20) years from the date of the recording of the Declaration. Upon annexation of the Expansion Property to the Association in accordance with the procedures for annexation of additional Lots as more specifically described below (i) the Expansion Property shall be subject to these Declarations, and (ii) Special Development Rights Holder and its successors shall be vested automatically with the following special development rights which shall apply to the real property and Improvements within the boundaries of the Expansion Property only:

(1) Use of common elements of the Expansion Property as described in Chapter Three, Article I, Sections 1 and 2 of these Declarations;

(2) Maintenance of facilities reasonably necessary and incidental to the development and construction of Improvements on the Expansion Property as described in Chapter Four, Article I, Section 13 of these Declarations;

(3) With respect to the Expansion Property only, rights reserved in this Chapter Five, Sections 2, 3, 4 and 6.

Notwithstanding the foregoing, Special Development Rights Holder shall not have any rights to create more than 59 additional Lots within the Expansion Property or to annex any real property to the Expansion Property or the Association other than those Lots described on Exhibit C. In the event Special Development Rights Holder creates additional Lots within the Expansion Property or annexes any additional real property to the Expansion Property not described in Exhibit C prior to annexation of the Expansion Property to the Association as contemplated by Section 8.a. of this Article, Declarant shall be relieved of its obligation to annex the Expansion Property to the Association.

b. Upon annexation of the Expansion Property to the Association, the Association shall accept title to all Common Elements, including Improvements thereon, as well as personal property, equipment, and easements, if any, within the boundaries of the Expansion Property transferred to the Association by the Special Development Rights Holder, together with the responsibility to perform all duties and functions of the Association that are set forth in this Declaration.

9. Right to Annex Additional Property. With the consent of the Special Development Rights Holder or other Person who owns such property, if applicable, Declarant shall have and hereby reserves the right for a period of twenty (20) years from the date of the recording of this Declaration to annex the Annexable Property and/or the Expansion Property to the Common Interest Community and to subject the Annexable Property and/or the Expansion Property to the provisions of the Declaration, subject to, if required, a determination by HUD or VA that the annexation is in accord

with the general plan approved by them and that the structures to be located thereon will be of comparable style, quality, size and cost to the existing Improvements (if the Declarant desires to attempt to obtain HUD or VA approval of the property being annexed). Each such annexation shall be effected, if at all, by one of the following:

a. recording a deed, with the Clerk and Recorder of the County of Mesa, Colorado, from the Declarant, any Builder or Special Development Rights Holder that provides for conveyance of a portion of the property described in the attached **Exhibit B** or the Expansion Property to any Person other than the Declarant, a Builder, or Special Development Rights Holder, in which case each such lot in the property so conveyed shall constitute a Lot and the Allocated Interests shall thereupon automatically be reallocated to be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots then within the Common Interest Community upon recording of such deed, or

b. the filing of record, with the Clerk and Recorder of the County of Mesa, Colorado, a Supplemental Declaration, containing a legal description of the Lots within the Annexable Property and/or Expansion Property to be annexed to the Common Interest Community, a reallocation of the Allocated Interests to be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots then within the Common Interest Community upon recording of such Supplemental Declaration, and may include such other provisions as Declarant may prescribe in accordance with the terms and provisions hereof; and, if applicable, a Supplemental Map or map which depicts the Annexable Property and/or Expansion Property, and the Lots therein, to be annexed to the Common Interest Community, and which otherwise contains all information required by the Act. The Supplemental Declaration shall incorporate the covenants, conditions and restrictions set forth herein and contain such additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and provisions as Declarant may impose on such annexed property taking into account the unique and particular aspects of the proposed development of the real property encumbered by such Supplemental Declaration. Declarant shall have the right to reserve in a Supplemental Declaration any and all development rights which Declarant deems necessary or appropriate to complete the development of the property being annexed to the Common Interest Community or which is otherwise necessary to meet the unique and particular aspects of such property. In addition to the foregoing, the Declarant may amend this Declaration at any time during the twenty (20) year period noted hereinabove, in order to add additional real estate to the Common Interest Community from such locations as the Declarant may elect in its sole discretion, so long as the total additional real estate so annexed to the Common Interest Community pursuant to this sentence, and not described in the attached Exhibit B or Exhibit C does not exceed ten percent (10%) of the total collective area described in the attached Exhibit A, Exhibit B and Exhibit C. Declarant makes no assurances that all or any portion of the Annexable Property or the Expansion Property will be annexed to the Common Interest Community and made subject to the provisions in the Declaration and Declarant reserves the right to annex all or any portion of the Annexable Property or the Expansion Property to the Community in such order and in such a manner as Declarant deems fit in its sole and absolute discretion.

10. Effect of Expansion. Upon recordation of a deed as described in Section 9(b)(i) above, or a Supplemental Declaration and a Supplemental Map as described in Section 9(b)(ii), if applicable, the property described therein shall be subject immediately to all covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration. In the event any Annexable Property or any Expansion Property is annexed to the Common Interest Community as provided herein, the definitions used in the Declaration shall automatically be expanded to encompass and refer to the Common Interest Community as expanded. Upon recordation of a Supplemental Declaration and Supplemental Map, if applicable, every Owner of a Lot in such annexed area shall, by virtue of ownership of such Lot, be a member of the Association and shall be entitled to the same rights and privileges and subject to the same duties and obligations as any other Association Member, which rights and obligation shall include but shall not be limited to, the right to vote in Association matters, the right to use Association Properties and the obligation to pay Assessments. Except as may otherwise be provided herein, upon the annexation of any property to the Common Interest Community, each Owner's: (a) undivided interest in the Association Properties; and (b) voting rights with respect to Association matters shall be reallocated to provide that each Owner's proportionate rights with respect to such matters will be equal to a fraction the numerator of which shall be the number of Lots owned by such Member in the Common Interest Community and the denominator of which shall be the total number of Lots within the Common Interest Community.

11. Withdrawal of Annexed Property. Property for which a Supplemental Declaration has been recorded may be withdrawn from the Common Interest Community by Declarant at any time prior to the time that any Lot contained therein has been conveyed to a third party. Such withdrawal may be accomplished by the execution, acknowledgment, and recordation of a "Notice of Withdrawal." The Notice of Withdrawal shall: (a) be executed and acknowledged by Declarant, as the Owner of the Common Interest Community; (b) contain an adequate legal description of the property being withdrawn from the Common Interest Community; (c) contain a reference to the Supplemental Declaration by which such property was annexed to the Common Interest Community including the date thereof and recording information of such Supplemental Declaration; (d) contain a statement and declaration that such property is withdrawn from the Common Interest Community and shall not be thereafter subject to this Declaration or the Supplemental Declaration for such property. The withdrawal of such property from the Common Interest Community shall be effective upon the recordation of the Notice of Withdrawal and upon the recordation of the Notice of Withdrawal, the property described therein shall no longer be part of the Common Interest Community or subject to this Declaration or Supplemental Declaration for such property.

12. Expansion of Permitted Property Uses. Notwithstanding anything to the contrary contained herein, Declarant reserves the right to expand the permitted uses for Lots provided that such uses: (a) are consistent with Declarant's overall development plan for the Common Interest Community; and (b) are in accordance with City of Grand Junction rules, regulations, requirements and approvals.

13. Special Declarant Rights. In addition to the foregoing reserved rights, Declarant further reserves the right to exercise all Development Rights and Special Declarant's Rights permitted by the Act, as those terms are defined in the Act.

CHAPTER SIX

GENERAL PROVISIONS

1. Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration the Articles of Incorporation, the Bylaws or rules and regulations of the Association, as amended, may be by any proceeding at law or in equity against any person or persons (including, without limitation, the Association) violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of any of the aforesaid documents. In the event of a dispute between the Association and Lot Owners, either party may institute an action in a court of competent jurisdiction located in the State of Colorado. In any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant, restriction or other provision herein contained, or any other provision of any of the aforesaid documents, shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. All provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association are severable. Invalidation of any of the provisions of any such documents, by judgment, court order or otherwise, shall in no way affect or limit any other provisions which shall remain in full force and effect.

3. Conflict of Provisions. Except to the extent that any provision of this Declaration is inconsistent with the Act, in case of any conflict between this Declaration, the Articles of Incorporation, Bylaws of the Association or the Prior Declaration, this Declaration shall control. In case of any Conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

4. Conflict with Act. In the event that any of the terms or provisions of this Declaration are in conflict or inconsistent with the Act, the terms or provisions of the Act shall control and govern. In spite of any such conflict or inconsistency, all terms and provisions contained in this Declaration shall, to the extent possible, be construed in accordance with the Act, and any conflict with or violation of the Act by any terms or provisions of this Declaration shall not affect, void, or render unenforceable any other term or provision of this Declaration but the same shall be in full force and effect in accordance with its terms.

5. Duration Revocation, and Amendment.

a. Each and every provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. Except as provided in subsection (d) of this Section 5 or in Section 4 of this Article, this Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by a vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated. The Covenant set forth in subparagraph a. of Paragraph 8. of Chapter Five may be amended only with the written consent of the Special Development Rights Holder or its successors as owner of the Expansion Property.

b. No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one (1) year after the amendment is recorded.

c. Every amendment to the Declaration must be recorded in every county in which any portion of the Common Interest Community is located, and is effective only upon recordation.

d. Except to the extent expressly permitted or required by other provisions of this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Lots, change the boundaries of any Lot or the Allocated Interests of a Lot, or the uses to which any Lot is restricted, in the absence of unanimous consent of the owners.

e. Amendments to the Declaration that are required by this Declarant to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

6. 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, return receipt requested, 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 Lot. All notices, demands, or other notices Intended to be served upon the Executive Board or the Association shall be sent by registered or certified mail, postage prepaid, Red Rocks Real Estate Partners, LLC, c/o The Pauls Corporation, 270 St. Paul Street, Suite 300, Denver, Colorado 80206, until such address is changed by the Association.

7. Description of Lots. It shall not be necessary to use the term "Lot" as a part of a legally sufficient description of a Lot.

8. Termination of Common Interest Community. The Common Interest Community may be terminated only in accordance with the provisions of the Act and with the approvals, if applicable, as provided in this Declaration.

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 Common Interest Community is located, and in accordance with the Act.

10. Eminent Domain. The taking by eminent domain of a Lot(s) or Common Element(s), or any portion thereof, shall be done in accordance with applicable law, including without limitation the Act.

11. Association as Trustee. With respect to a third Person dealing with the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry. A third Person is not bound to inquire whether the Association has the power to act as trustee or is properly exercising trust powers. A third Person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the power it purports to exercise. A third Person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

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RECEPTION #: 2625703, BK 5359 PG 322 09/17/2012 at 04:11:20 PM, 55 OF 63, R $320.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

Signature page to

Amended and Restated Master Declaration of Covenants, Conditions and Restrictions

for Red Rocks Valley Homeowners Association, Inc., a Colorado non-profit corporation

DECLARANT:

RED ROCKS REAL ESTATE PARTNERS, LLC,
a Colorado limited liability company

By: SAINT MATTHEW CHARITABLE FOUNDATION
Its Sole Member and Manager

By:_____
Chris Manley
Authorized Signatory

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of September, 2012 by Chris Manley, the Authorized Signatory of Saint Matthew Charitable Foundation, the sole member of Red Rocks Real Estate Partners, LLC.

Witness my hand and official seal.

_____
Notary Public

My Commission expires: 12/11/2013

KRISTINE K. CHAMBERS NOTARY PUBLIC STATE OF COLORADO

RECEPTION #: 2625703, BK 5359 PG 322 09/17/2012 at 04:11:20 PM, 56 OF 63, R
$320.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

EXHIBIT A

Legal Description

LOTS 1 THROUGH 6, INCLUSIVE, IN BLOCK 1;
LOTS 6 THROUGH 9, INCLUSIVE, IN BLOCK 3;
LOTS 1 THOUGH 10, INCLUSIVE, IN BLOCK 4;
TRACT J

ALL IN RED ROCKS VALLEY, COUNTY OF MESA
STATE OF COLORADO

RECEPTION #: 2625703, BK 5359 PG 322 09/17/2012 at 04:11:20 PM, 57 OF 63, R
$320.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

EXHIBIT B

Legal Description

LOTS 1 THROUGH 17, INCLUSIVE, IN BLOCK 2;
LOTS 1 THROUGH 5, INCLUSIVE, IN BLOCK 3;
LOTS 1 THROUGH 52, INCLUSIVE, IN BLOCK 5; AND
LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 6;

ALL IN RED ROCKS VALLEY, COUNTY OF MESA
STATE OF COLORADO

RECEPTION #: 2625703, BK 5359 PG 322 09/17/2012 at 04:11:20 PM, 58 OF 63, R $320.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

EXHIBIT C

Legal description

Tract N;

Lot AA in Block 2;

Lot BB in Block 2;

Lot CC in Block 6;

Block 7, all in Red Rocks Valley Subdivision

County of Mesa

State of Colorado

RECEPTION #: 2625703, BK 5359 PG 322 09/17/2012 at 04:11:20 PM, 59 OF 63, R
$320.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

EXHIBIT D

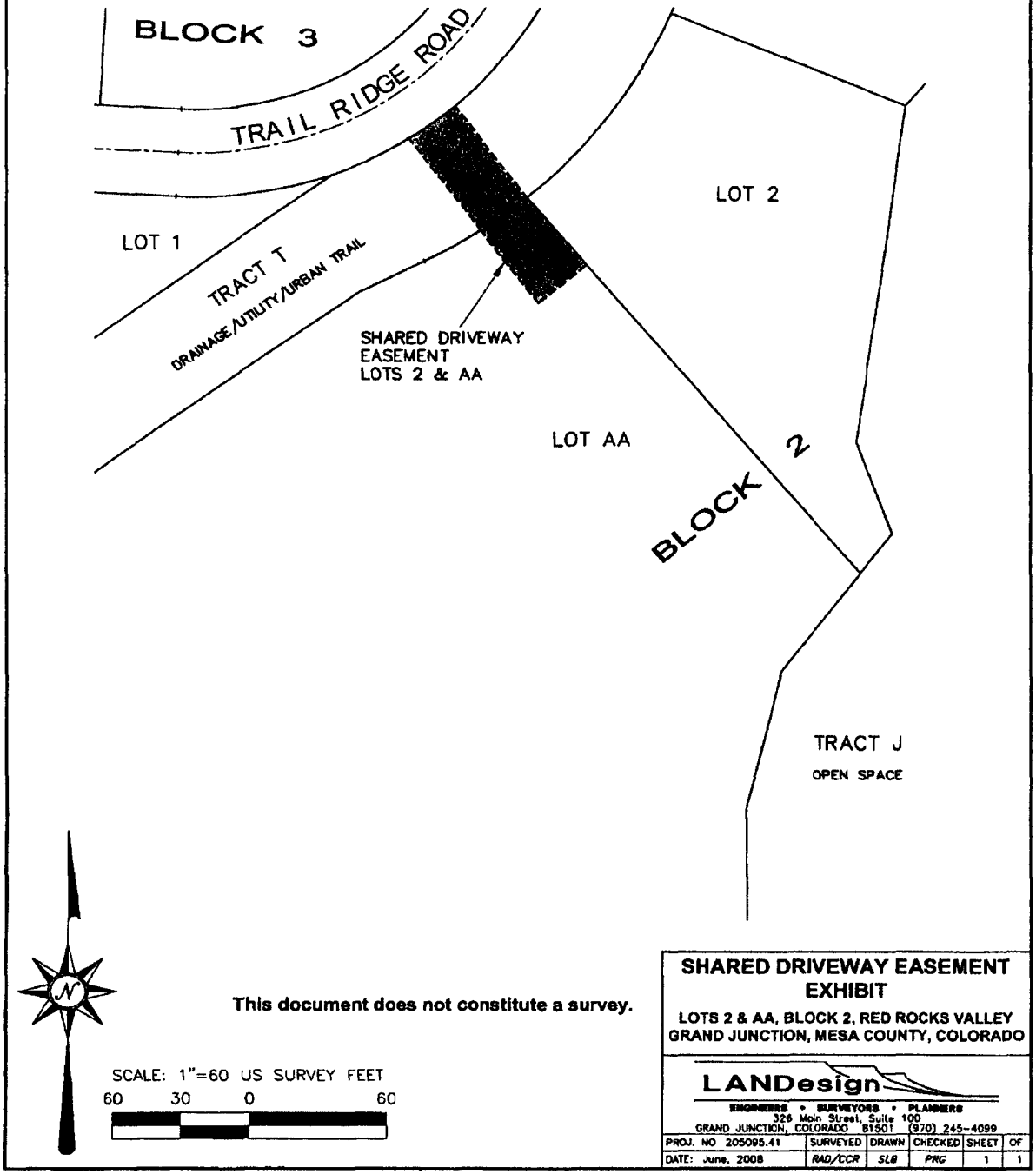
Shared Driveway Easement

RECEPTION #: 2625703, BK 5359 PG 322 09/17/2012 at 04:11:20 PM, 60 OF 63, R $320.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

RECEPTION #: 2461312, BK 4739 PG 365 10/10/2008 at 04:44:14 PM, 45 OF 48, R $240.00 S $1.00 Doc Code: COVENANTS Janice Rich, Mesa County, CO CLERK AND RECORDER

SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 2 & AA, BLOCK 2, RED ROCKS VALLEY SUBDIVISION
GRAND JUNCTION, MESA COUNTY, COLORADO



This document does not constitute a survey.

SHARED DRIVEWAY EASEMENT EXHIBIT
LOTS 2 & AA, BLOCK 2, RED ROCKS VALLEY GRAND JUNCTION, MESA COUNTY, COLORADO

LANDesign
ENGINEERS • SURVEYORS • PLANNERS
326 Main Street, Suite 100
GRAND JUNCTION, COLORADO 81501 (970) 245-4099

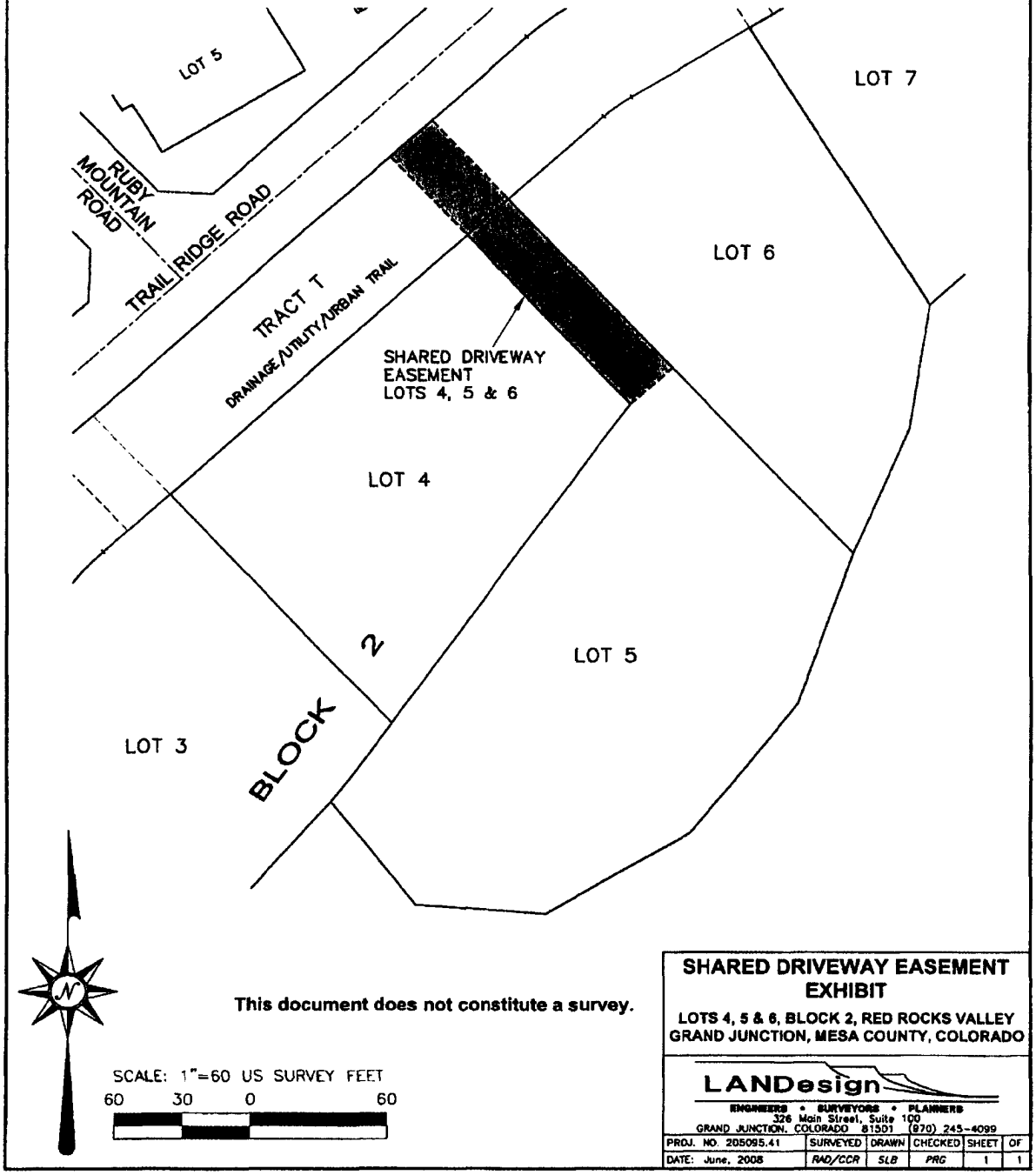
PROJ. NO 205095.41	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: June, 2008	RAD/CCR	SLB	PRG	1	1

RECEPTION #: 2625703, BK 5359 PG 322 09/17/2012 at 04:11:20 PM, 61 OF 63, R $320.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

RECEPTION #: 2461312, BK 4739 PG 365 10/10/2008 at 04:44:14 PM, 46 OF 48, R $240.00 S $1.00 Doc Code: COVENANTS Janice Rich, Mesa County, CO CLERK AND RECORDER

SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 4, 5 & 6, BLOCK 2, RED ROCKS VALLEY SUBDIVISION
GRAND JUNCTION, MESA COUNTY, COLORADO



This document does not constitute a survey.

SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 4, 5 & 6, BLOCK 2, RED ROCKS VALLEY GRAND JUNCTION, MESA COUNTY, COLORADO

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GRAND JUNCTION, COLORADO 81501 (970) 245-4099

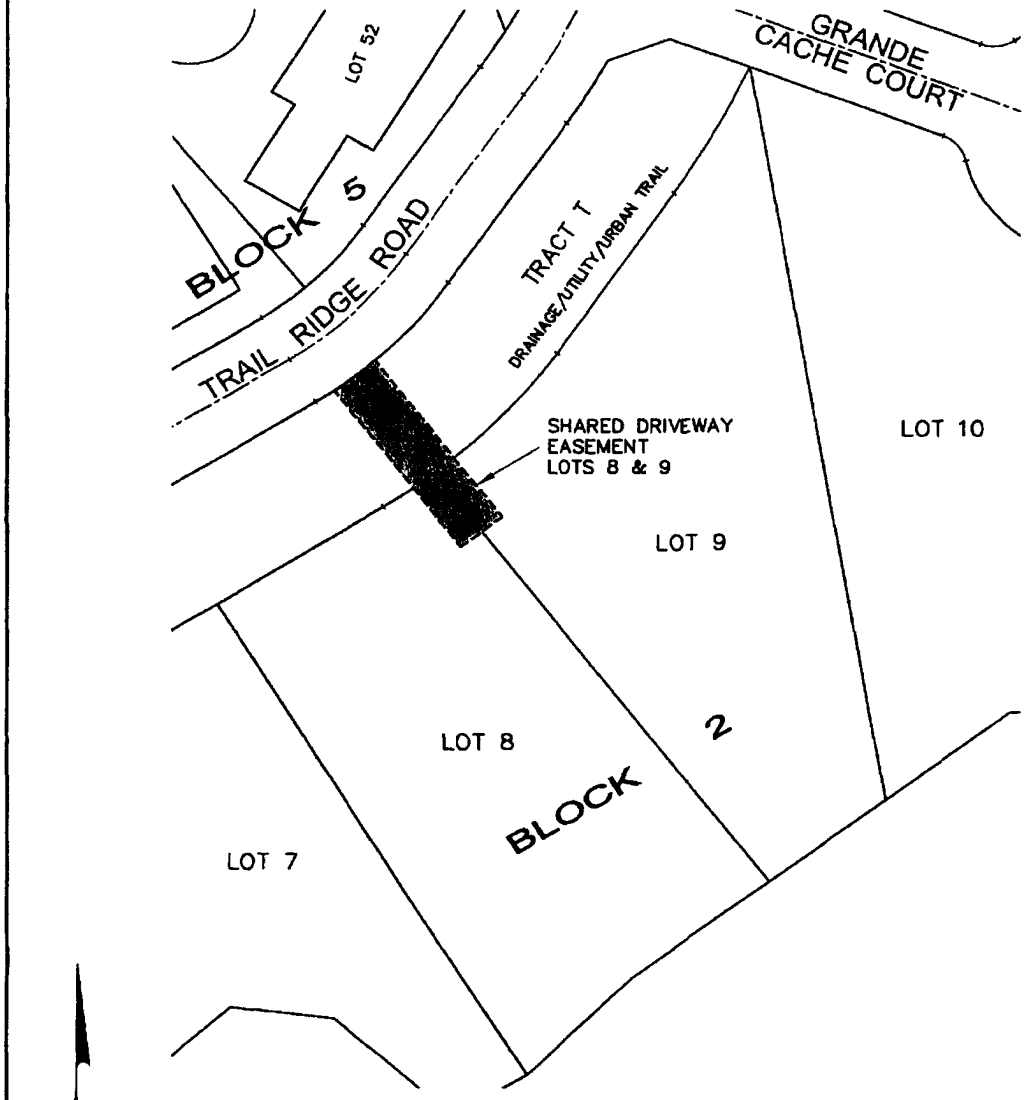
PROJ. NO. 205095.41	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: June, 2008	RAD/CCR	SLB	PRG	1	1

RECEPTION #: 2625703, BK 5359 PG 322 09/17/2012 at 04:11:20 PM, 62 OF 63, R $320.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

RECEPTION #: 2461312, BK 4739 PG 365 10/10/2008 at 04:44:14 PM, 47 OF 48, R $240.00 S $1.00 Doc Code: COVENANTS Janice Rich, Mesa County, CO CLERK AND RECORDER

SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 8 & 9, BLOCK 2, RED ROCKS VALLEY SUBDIVISION
GRAND JUNCTION, MESA COUNTY, COLORADO



This document does not constitute a survey.

SCALE: 1"=60 US SURVEY FEET
60 30 0 60

SHARED DRIVEWAY EASEMENT EXHIBIT
LOTS 8 & 9, BLOCK 2, RED ROCKS VALLEY
GRAND JUNCTION, MESA COUNTY, COLORADO

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GRAND JUNCTION, COLORADO 81501 (970) 245-4099

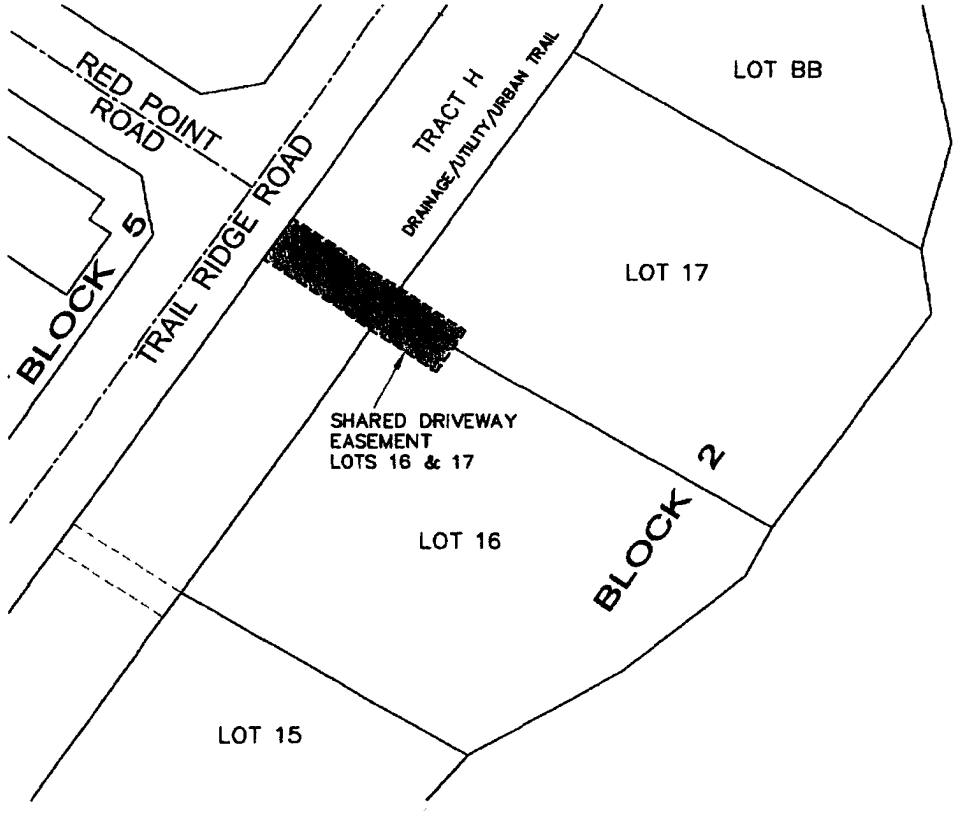
PROJ. NO 2050B5.41	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: June, 2008	RAD/CCR	SLB	PRG	1	1

RECEPTION #: 2625703, BK 5359 PG 322 09/17/2012 at 04:11:20 PM, 63 OF 63, R $320.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

RECEPTION #: 2461312, BK 4739 PG 365 10/10/2008 at 04:44:14 PM, 48 OF 48, R $240.00 S $1.00 Doc Code: COVENANTS Janice Rich, Mesa County, CO CLERK AND RECORDER

SHARED DRIVEWAY EASEMENT EXHIBIT

LOTS 16 & 17, BLOCK 2, RED ROCKS VALLEY SUBDIVISION
GRAND JUNCTION, MESA COUNTY, COLORADO



This document does not constitute a survey.

SCALE: 1"=60 US SURVEY FEET
60 30 0 60

SHARED DRIVEWAY EASEMENT EXHIBIT
LOTS 16 & 17, BLOCK 2, RED ROCKS VALLEY
GRAND JUNCTION, MESA COUNTY, COLORADO

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PROJ. NO. 205095.41	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: June, 2008	RAD/CCR	SLB	PRG	1	1

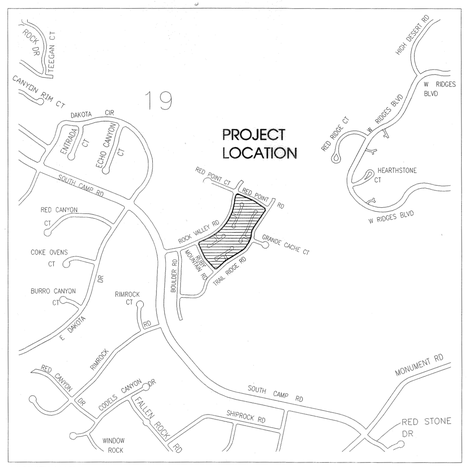
RECEPTION #: 2689268, BK 5598 PG 157 05/09/2014 at 10:06:55 AM, 1 OF 2, R
$20.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

RED ROCKS PATIO HOMES

A REPLAT OF BLOCK 5 RED ROCKS VALLEY (Rec. No. 2461307)

SE1/4 Section 19, Township 1 South, Range 1 West, Ute Meridian

City of Grand Junction, Mesa County, Colorado



VICINITY MAP 1" = 1000'

CURVE TABLE

LINE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD
C1	76.28'	641.00'	6°49'07"	S63°21'16"W	76.24'
C2	75.21'	641.00'	6°43'22"	S56°05'02"W	75.17'
C3	145.91'	641.00'	13°02'33"	S46°42'04"W	145.60'
C4	161.43'	641.00'	14°25'47"	S32°57'54"W	161.01'
C5	75.20	641.00	6°43'18"	S22°23'22"W	75.16'
C6	137.49'	641.00'	12°17'23"	S12°53'02"W	137.23'
C7	34.02'	580.00'	3°21'39"	N65°30'44"W	34.02'
C8	83.08'	580.00'	8°12'24"	N59°43'42"W	83.00'
C9	18.86'	232.00'	4°39'27"	N08°35'29"E	18.85'
C10	79.45'	232.00'	19°37'14"	N20°43'49"E	79.06'
C11	17.19'	232.00'	4°14'40"	N32°39'46"E	17.18'
C12	33.98'	132.00'	14°44'55"	N42°09'34"E	33.88'
C13	20.44'	132.00'	8°52'27"	N53°58'15"E	20.42'
C14	27.02'	168.00'	9°12'54"	N53°48'01"E	26.99'
C15	5.16'	168.00'	1°45'36"	N48°18'46"E	5.16'
C16	60.12'	304.00'	11°19'55"	S36°54'04"E	60.03
C17	42.47'	304.00'	8°00'18"	S27°13'58"E	42.44'
C18	20.93'	18.50	64°49'52"	S88°59'58"W	19.83'
C19	106.83'	25.00'	244°49'52"	S01°00'02"E	42.21'
C20	106.83'	25.00'	244°49'52"	N65°49'55"W	42.21'
C21	21.21'	13.50'	90°00'00"	S11°35'02"W	19.09'
C22	21.21'	13.50'	90°00'00"	N78°24'58"W	19.09'
C23	20.93'	18.50	64°49'52"	S24°10'05"W	19.83'
C24	21.21'	13.50'	90°00'00"	S22°36'38"E	19.09'
C25	50.05'	287.50'	9°58'29"	S27°22'36"W	49.99'
C26	106.83'	25.00'	244°49'52"	N89°56'55"E	42.21'
C27	20.93'	18.50'	64°49'52"	N00°03'05"W	19.83'
C28	54.40'	312.50'	9°58'29"	N27°22'36"E	54.33'
C29	106.83'	25.00'	244°49'52"	S79°58'26"W	42.21'
C30	20.93'	18.50'	64°49'52"	S10°01'34"E	19.83'
C31	21.21'	13.50'	90°00'00"	S67°23'22"W	19.09'
C32	22.85'	87.50'	14°57'44"	N61°47'19"W	22.78'
C33	21.21'	13.50'	90°00'00"	N09°18'27"W	19.09'
C34	128.86'	512.50'	14°24'21"	N28°29'23"E	128.52'
C35	8.57'	37.50'	13°05'18"	N27°49'51"E	8.55'
C36	14.38'	18.50'	44°32'58"	N56°38'59"E	14.02'
C37	117.42'	25.00'	269°05'57"	N55°37'30"W	35.63'
C38	14.38'	18.50'	44°32'59"	S12°06'01"W	14.02'
C39	14.28'	62.50'	13°05'18"	S27°49'51"W	14.25'
C40	122.57'	487.50'	14°24'21"	S28°29'23"W	122.25'
C41	106.83'	25.00'	244°49'52"	S86°43'23"E	42.21'
C42	20.93'	18.50'	64°49'52"	N03°16'37"E	19.83'
C43	21.21'	13.50'	90°00'00"	N80°41'33"E	19.09'
C44	29.38'	112.50'	14°57'44"	S61°47'19"E	29.29'
C45	21.21'	13.50'	90°00'00"	N13°24'28"E	19.09'
C46	106.83'	25.00'	244°49'52"	N64°00'28"W	42.21'
C47	20.93'	18.50'	64°49'52"	S25°59'32"W	19.83'
C48	14.38'	18.50'	44°32'58"	S80°40'58"W	14.02'
C49	117.42'	25.00'	269°05'57"	S31°35'32"E	35.63'
C50	14.38'	18.50	44°32'59"	N36°07'59"E	14.02'
C51	21.21'	13.50	90°00'00"	S76°35'32"E	19.09'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S76°52'05"E	36.47'
L2	S33°24'58"E	44.36'
L3	S56°35'02"W	32.28'
L4	N33°24'58"W	44.36'
L5	N10°02'08"E	36.47'
L6	N68°57'10"E	36.47'
L7	S67°36'38"E	44.21'
L8	S22°23'22"W	11.50'
L9	S32°21'51"W	60.07'
L10	N32°21'51"E	20.70'
L11	N67°36'36"W	44.21'
L12	N24°10'26"W	36.47'
L13	S60°51'55"W	35.35'
L14	N69°16'11"W	23.51'
L15	S54°18'27"E	10.87'
L16	N35°41'33"E	3.47'
L17	N34°22'30"E	51.73'
L18	S34°22'30"W	51.73'
L19	N35°41'33"E	18.65'
L20	S54°18'27"E	10.87'
L21	S69°16'11"E	23.51'
L22	S19°24'16"E	35.35
L23	S76°35'32"E	36.10'
L24	N31°35'32"W	43.47'
L25	N58°24'28"E	63.85
L26	S31°35'32"E	43.07'
L27	N09°24'56"E	37.23'
L28	S20°33'08"W	10.38'
L29	N06°00'22"W	12.22'
L30	S49°49'12"E	65.21'

LIST OF SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

A: ARC LENGTH OF CURVE
BLM: BUREAU OF LAND MANAGEMENT
C: CENTER
CHBRG: BEARING OF LONG CHORD OF CURVE
E: EAST
LC: LENGTH OF LONG CHORD OF CURVE
MCSM: MESA COUNTY SURVEY MARKER
MON: MONUMENT
N: NORTH
No: NUMBER
PLS: PROFESSIONAL LAND SURVEYOR
PLSS: PUBLIC LAND SURVEY SYSTEM
P.T.E.: PRIVATE TRAIL EASEMENT
R: RANGE in defining the location in the PLSS
R: RADIUS OF CURVE in defining a curve
R.O.W.: RIGHT-OF-WAY
S: SOUTH
T: TOWNSHIP
U.E.: UTILITY EASEMENT
UM: UTE MERIDIAN
W: WEST
#: SQUARE FEET

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Red Rocks Real Estate Partners, LLC, a Colorado Limited Liability Company, and Red Rocks Valley Homeowners Association, Inc., are the owners of certain real property in the City of Grand Junction, County of Mesa, State of Colorado, being situated in the south half of the northwest quarter of Section 20, Township 1 South, Range 1 West of the Ute Meridian, described in Book 5207 at Page 582 (Red Rocks Real Estate Partners, LLC) and Book 4794 at Page 413 (Red Rocks Valley Homeowners Association, Inc.) of the records of the Mesa County Clerk and Recorder, and as shown hereon, said property being more particularly described as follows:

LOTS 1 THROUGH 52 IN BLOCK 5 OF RED ROCKS VALLEY, and TRACTS O, P, R, S, V, W, X and Y of RED ROCKS VALLEY, Reception Number 2461307, COUNTY OF MESA, STATE OF COLORADO.

Said Owners have by these presents laid out, platted and subdivided the above-described real property into Lots and Tracts as shown hereon, and designates the same as RED ROCKS PATIO HOMES, in the City of Grand Junction, County of Mesa, State of Colorado, and do hereby make the following dedications and grants:

All Multipurpose Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All Pedestrian Easements are dedicated to the City of Grand Junction as perpetual easements for ingress and egress access use by the public forever for constructing, installing, maintaining and repairing a trail and for purposes of walking, running, wheelchairs (motorized and nonmotorized), bicycling, and other nonmotorized forms of transportation for commuting and recreational purposes with or without pets accompanying them.

All Utility Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, equivalent other public utility providers and appurtenant facilities.

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

A perpetual easement over each private street tract is dedicated to the City of Grand Junction for access for services and for enforcement of duly enacted parking regulations and restrictions.

That said Owners certify that all lienholders, if any, are represented hereon.

IN WITNESS WHEREOF said owners have caused their names to be hereunto subscribed.

Red Rocks Real Estate Partners, LLC
a Colorado Limited Liability Company

Red Rocks Valley Homeowners Association, Inc.

State of Colorado)
)ss
County of Denver)

The foregoing instrument was acknowledged before me this 22nd day of April, 2014 by Bradley W. Pauls, partner, on behalf of Red Rocks Real Estate Partners, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal:
My commission expires July 14, 2015
Notary Public

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES 07/14/2015

State of Colorado)
)ss
County of Denver)

The foregoing instrument was acknowledged before me this 22nd day of April, 2014 by Bradley W. Pauls, partner, on behalf of Red Rocks Valley Homeowners Association, Inc.

Witness my hand and official seal:
My commission expires July 14, 2015
Notary Public

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES 07/14/2015

AREA SUMMARY			
BLOCKS	365,124#	8.382 AC±	86.7%
TRACTS (PRIVATE STREET)	55,815#	1.281 AC±	13.3%
TOTAL	420,939#	9.663 AC±	100%

Exhibit F

LIENHOLDERS RATIFICATION OF PLAT

The undersigned hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded in Book 5102 Page 592 and in Book 5560 at Page 777of the public records of Mesa County, Colorado shall be subordinated to the dedication shown hereon. *in BOOK 5207 at PAGE 614, assigned*

In witness whereof, the said corporation has caused these presents to be signed by its Manager with the authority of its board of directors this 22 day of April.

By: _____ Title
For: Bradley W. Pauls
IRONWOOD CAPITAL, LLC
a Colorado Limited Liability Company

State of Colorado)
)ss
County of Denver)

The foregoing instrument was acknowledged before me this 22nd day of April 2014 by Bradley W. Pauls, partner, on behalf of Ironwood Capital, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal:
My commission expires July 14, 2015
Notary Public

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES 07/14/2015

TITLE CERTIFICATION

We, Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to Red Rocks Real Estate Partners, LLC, a Colorado Limited Liability Company;
That the current taxes have been paid;
That all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record;
That all easements, reservations and rights of way of record are shown hereon.

DATE: MAY 1, 2014 BY: _____
Larry Vent,
Land Title Guarantee Company

CITY APPROVAL

This plat of RED ROCKS PATIO HOMES, a subdivision in the City of Grand Junction, County of Mesa, Colorado, is hereby approved and dedications accepted this 6th day of May, 2014.

City Manager

Sam Susuras
Mayor

SURVEYOR'S STATEMENT

I, Kenneth Scott Thompson, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat of RED ROCKS PATIO HOMES, a subdivision of a part of the City of Grand Junction, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title. This statement is not a guaranty, either expressed or implied.

Kenneth Scott Thompson,
Colorado PLS 18480

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 18480 2-1-2011

STATE OF COLORADO)
)ss
COUNTY OF MESA)

I certify that this instrument was filed in my office at 10:06 o'clock A M., on the 9th day of MAY 2014, A.D. and was recorded in Book 5598 Page No. 157-158
Reception No. 2689268, Drawer No. ZZ-135, Fees 20.00

By: Sheila Reiner, Clerk and Recorder
Deputy

NOTE: The purpose of this plat is to remove the previously platted lotlines of Red Rocks Valley (Reception No. 2461307) while maintaining in place the configuration of the Tracts and easements as platted.

CITY USE BLOCK

Associated Recorded Documents	Book	Page

RED ROCKS PATIO HOMES

SE¼ Section 19, Township 1 South, Range 1 West, Ute Meridian

Sheet 1 of 2	Date: Apr 11, 2014	Job No. 1219-002	
Design: kst	Drawn: akt	Checked: akt	Approved:

S:\PROJECTS\1219 Red Rocks Pauls Corp\002-Block 5\SURVEY\Replat.pro

RIVERCITY CONSULTANTS
744 Horizon Court, #110 – Grand Junction, CO 81506 – Phone: 970-241-4722

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

RECEPTION #: 2689268, BK 5598 PG 157 05/09/2014 at 10:06:55 AM, 2 OF 2, R
$20.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

RED ROCKS PATIO HOMES

A REPLAT OF BLOCK 5 RED ROCKS VALLEY (Rec. No. 2461307)

SE1/4 Section 19, Township 1 South, Range 1 West, Ute Meridian

City of Grand Junction, Mesa County, Colorado

GRAPHIC SCALE 1"=50'

0 50 100 150

Lineal Units of Measurement are the U.S. Survey Foot.

BASIS OF BEARINGS

The bearings hereon are grid bearings of the Mesa County SIMSLCS determined by GPS observation on Mesa County Survey Marker #1207 for the center-quarter corner and Mesa County Survey Marker #1211 for the east-quarter corner of Section 19, Township 1 South, Range 1 West of the Ute Meridian.
The bearing of this line is North 84°48'47" East.

LEGEND

- found aluminum monument as noted
- found rebar and cap as noted
- set 24" #5 rebar/aluminum cap PLS 18480
- set 2" PK nail/aluminum disk PLS 18480
- control point
- point of tangent, curve or end, no monument set

C¼ corner Section 19 MCSM #1207

Basis of Bearings N89°48'47"E 2600.57' North line of the NE¼ Section 19

N89°48'47"E 2600.57'

N14°55'19"W 2683.15'

RUBY MOUNTAIN ROAD

ROCK VALLEY ROAD

RED POINT ROAD

Red Vista Court

Red Wash Court

Red Vale Court

Rocky Knoll Court

TRAIL RIDGE ROAD

GRANDE CACHE COURT

RED ROCKS VALLEY Reception Number 2461307

LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10

BLOCK 1 BLOCK 2 BLOCK 3 BLOCK 4

TRACT A 0.275 acres

TRACT B 0.320 acres

TRACT C 0.263 acres

TRACT D 0.405 acres

TRACT H DRAINAGE/UTILITY/URBAN TRAIL

TRACT T DRAINAGE/UTILITY/URBAN TRAIL

N21°46'01"E 24.60'

N66°45'50"E 118.20'

A=671.53' R=641.00' Delta=60°01'29" N36°45'05"E Lc=641.24'

N65°44'00"E 24.28'

A=97.92' R=484.00' Delta=11°35'31" N12°32'06"E Lc=97.75'

S87°11'33"E 174.83'

A=17.10' R=580.00' Delta=1°41'03" S61°24'32"E Lc=17.10'

S21°17'12"W 392.83'

S59°37'30"E 140.16'

S10°37'30"E 24.60'

S34°22'30"W 293.89'

S20°19'08"W Lc=51.61' Delta=28°06'44" A=52.43' R=168.00'

S20°31'26"W Lc=114.30' Delta=28°31'21" A=115.49' R=232.00'

S26°15'46"W

S34°47'06"W 78.58'

S58°24'28"W 259.94'

S47°25'58"W 151.42'

N23°13'49"W 162.46'

N42°34'02"W 154.93'

N57°34'02"W 24.60'

N32°53'53"W Lc=102.11' A=102.60' R=304.00' Delta=19°20'13"

N58°32'20"E 312.06'

N58°32'20"E 157.05'

S31°57'17"E 146.51'

S34°4 3"W 197.32'

S35°41'33"W 113.48'

S46°16'20"E 95.03'

S38°39'52"E 105.59'

S89°48'47"W 2600.57' north line of the NE¼ Section 19

N34°50'05"E 1838.69'

E¼ corner Section 19 MCSM #1211

14' Multi-Purpose Easement

20' Utility and Private Trail Easement

10' Drainage & Mitigation Easement

Shared Driveway Easement

Curb & Shared Driveway Easement

14' Multi-Purpose & Irrigation Easement

Driveway Easement

SEE SHEET 1 FOR SURVEYOR'S STATEMENT

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

RED ROCKS PATIO HOMES			
SE¼ Section 19, Township 1 South, Range 1 West, Ute Meridian			
Sheet 2 of 2	Date: Apr 11, 2014	Job No. 1219-002	
Design: kst	Drawn: akt	Checked: akt	Approved:
S:\PROJECTS\1219 Red Rocks Pauls Corp\002-Block 5\SURVEY\Replat.pro			

RIVERCITY CONSULTANTS

744 Horizon Court, #110 – Grand Junction, CO 81506 – Phone: 970-241-4722

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$20.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

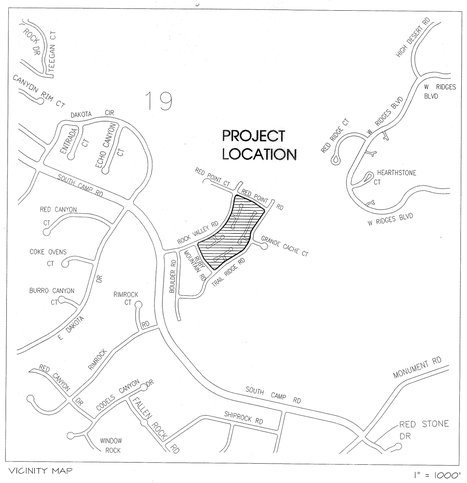
File ID#: SSU-2014-45
Zoning: PD

RED ROCKS PATIO HOMES

A REPLAT OF BLOCK 5 RED ROCKS VALLEY (Rec. No. 2461307)

SE1/4 Section 19, Township 1 South, Range 1 West, Ute Meridian

City of Grand Junction, Mesa County, Colorado



VICINITY MAP 1" = 1000'

CURVE TABLE

LINE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD
C1	76.28'	641.00'	6°49'07"	S63°21'16"W	76.24'
C2	75.21'	641.00'	6°43'22"	S56°35'02"W	75.17'
C3	145.91'	641.00'	13°02'33"	S46°42'04"W	145.60'
C4	161.43'	641.00'	14°25'47"	S32°57'54"W	161.01'
C5	75.20'	641.00'	6°43'18"	S22°23'22"W	75.16'
C6	137.49'	641.00'	12°17'23"	S12°53'02"W	137.23
C7	34.02'	580.00'	3°21'39"	N65°30'44"W	34.02'
C8	83.08'	580.00'	8°12'24"	N59°43'42"W	83.00'
C9	18.86'	232.00'	4°39'27"	N08°35'29"E	18.85'
C10	79.45'	232.00'	19°37'14"	N20°43'49"E	79.06'
C11	17.19'	232.00'	4°14'40"	N32°39'46"E	17.18'
C12	33.98'	132.00'	14°44'55"	N42°09'34"E	33.88'
C13	20.44'	132.00'	8°52'27"	N53°58'15"E	20.42'
C14	27.02'	168.00'	9°12'54"	N53°48'01"E	26.99'
C15	5.16'	168.00'	1°45'36"	N48°18'46"E	5.16'
C16	60.12'	304.00'	11°19'55"	S36°54'04"E	60.03'
C17	42.47'	304.00'	8°00'18"	S27°13'58"E	42.44'
C18	20.93'	18.50'	64°49'52"	S68°59'58"W	19.83'
C19	106.83'	25.00'	244°49'52"	S01°00'02"E	42.21'
C20	106.83'	25.00'	244°49'52"	N65°49'55"W	42.21'
C21	21.21'	13.50'	90°00'00"	S11°35'02"W	19.09'
C22	21.21'	13.50'	90°00'00"	N78°24'58"W	19.09'
C23	20.93'	18.50'	64°49'52"	S24°10'05"W	19.83'
C24	21.21'	13.50'	90°00'00"	S22°36'38"E	19.09'
C25	50.05'	287.50'	9°58'29"	S27°22'36"W	49.99'
C26	106.83'	25.00'	244°49'52"	N89°56'55"E	42.21'
C27	20.93'	18.50'	64°49'52"	N00°03'05"W	19.83'
C28	54.40'	312.50'	9°58'29"	N27°22'36"E	54.33'
C29	106.83'	25.00'	244°49'52"	S79°58'26"W	42.21'
C30	20.93'	18.50'	64°49'52"	S10°01'34"E	19.83'
C31	21.21'	13.50'	90°00'00"	S67°23'22"W	19.09'
C32	22.85'	87.50'	14°57'44"	N61°47'19"W	22.78'
C33	21.21'	13.50'	90°00'00"	N09°18'27"W	19.09'
C34	128.86'	512.50'	14°24'21"	N28°29'23"E	128.52'
C35	8.57'	37.50'	13°05'18"	N27°49'51"E	8.55'
C36	14.38'	18.50'	44°32'58"	N56°38'59"E	14.02'
C37	117.42'	25.00'	269°05'57"	N55°37'30"W	35.63'
C38	14.38'	18.50'	44°32'59"	S12°06'01"W	14.02'
C39	14.28'	62.50'	13°05'18"	S27°49'51"W	14.25'
C40	122.57'	487.50'	14°24'21"	S28°29'23"W	122.25'
C41	106.83'	25.00'	244°49'52"	S86°43'23"E	42.21'
C42	20.93'	18.50'	64°49'52"	N03°16'37"E	19.83'
C43	21.21'	13.50'	90°00'00"	N80°41'33"E	19.09'
C44	29.38'	112.50'	14°57'44"	S61°47'19"E	29.29'
C45	21.21'	13.50'	90°00'00"	N13°24'28"E	19.09'
C46	106.83'	25.00'	244°49'52"	N64°00'28"W	42.21'
C47	20.93'	18.50'	64°49'52"	S25°59'32"W	19.83'
C48	14.38'	18.50'	44°32'58"	S80°40'56"W	14.02'
C49	117.42'	25.00'	269°05'57"	S31°35'32"E	35.63'
C50	14.38'	18.50'	44°32'59"	N36°07'59"E	14.02'
C51	21.21'	13.50'	90°00'00"	S76°35'32"E	19.09'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S76°52'05"E	36.47'
L2	S33°24'58"E	44.36'
L3	S56°35'02"W	32.28'
L4	N33°24'58"W	44.36'
L5	N10°02'08"E	36.47'
L6	N68°57'10"E	36.47'
L7	S67°36'38"E	44.21'
L8	S22°23'22"W	11.50'
L9	S32°21'51"W	60.07'
L10	N32°21'51"E	20.70'
L11	N67°36'38"W	44.21'
L12	N24°10'26"W	36.47'
L13	S60°51'55"W	35.35'
L14	N69°16'11"W	23.51'
L15	S54°18'27"E	10.87'
L16	N35°41'33"E	3.47'
L17	N34°22'30"E	51.73'
L18	S34°22'30"W	51.73'
L19	N35°41'33"E	18.85'
L20	S54°18'27"E	10.87'
L21	S69°16'11"E	23.51'
L22	S19°24'16"E	35.35'
L23	S76°35'32"E	36.10'
L24	N31°35'32"W	43.47'
L25	N58°24'28"E	63.85'
L26	S31°35'32"E	43.07'
L27	N09°24'56"E	37.23'
L28	S20°33'08"W	10.38'
L29	N26°00'22"W	12.22'
L30	S49°49'12"E	65.21'

LIST OF SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

A: ARC LENGTH OF CURVE
BLM: BUREAU OF LAND MANAGEMENT
C: CENTER
CHBrg: BEARING OF LONS CHORD OF CURVE
E: EAST
LC: LENGTH OF LONS CHORD OF CURVE
MCSM: MESA COUNTY SURVEY MARKER
MON: MONUMENT
N: NORTH
No: NUMBER
PLS: PROFESSIONAL LAND SURVEYOR
PLSS: PUBLIC LAND SURVEY SYSTEM
P.T.E.: PRIVATE TRAIL EASEMENT
R: RANGE in defining the location in the PLSS
R: RADIUS OF CURVE in defining a curve
R.O.W.: RIGHT-OF-WAY
S: SOUTH
T: TOWNSHIP
U.E.: UTILITY EASEMENT
UM: UTE MERIDIAN
W: WEST
#: SQUARE FEET

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Red Rocks Real Estate Partners, LLC, a Colorado Limited Liability Company, and Red Rocks Valley Homeowners Association, Inc., are the owners of certain real property in the City of Grand Junction, County of Mesa, State of Colorado, being situated in the south half of the northwest quarter of Section 20, Township 1 South, Range 1 West of the Ute Meridian, described in Book 5207 at Page 592 (Red Rocks Real Estate Partners, LLC) and Book 4739 at Page 413 (Red Rocks Valley Homeowners Association, Inc.) of the records of the Mesa County Clerk and Recorder, and as shown hereon, said property being more particularly described as follows:

LOTS 1 THROUGH 52 IN BLOCK 5 OF RED ROCKS VALLEY, and TRACTS O, F, R, S, V, M, X and Y of RED ROCKS VALLEY, Reception Number 2461307, COUNTY OF MESA, STATE OF COLORADO.

Said Owners have by these presents laid out, platted and subdivided the above-described real property into Lots and Tracts as shown hereon, and designates the same as RED ROCKS PATIO HOMES, in the City of Grand Junction, County of Mesa, State of Colorado, and do hereby make the following dedications and grants:

All Multipurpose Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All Pedestrian Easements are dedicated to the City of Grand Junction as perpetual easements for ingress and egress access use by the public forever for constructing, installing, maintaining and repairing a trail and for purposes of walking, running, wheelchairs (motorized and nonmotorized), bicycling, and other nonmotorized forms of transportation for commuting and recreational purposes with or without pets accompanying them.

All Utility Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, equivalent other public utility providers and appurtenant facilities.

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

A perpetual easement over each private street tract is dedicated to the City of Grand Junction for access for services and for enforcement of duly enacted parking regulations and restrictions.

That said Owners certify that all lienholders, if any, are represented hereon.

IN WITNESS WHEREOF said owners have caused their names to be hereunto subscribed.

Red Rocks Real Estate Partners, LLC
a Colorado Limited Liability Company

Red Rocks Valley Homeowners Association, Inc.

State of Colorado)
)ss
County of Denver)

The foregoing instrument was acknowledged before me this 22nd day of April, 2014 by Bradley W. Pauls, partner, on behalf of Red Rocks Real Estate Partners, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal:
My commission expires July 14, 2015
Notary Public

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES 07/14/2015

State of Colorado)
)ss
County of Denver)

The foregoing instrument was acknowledged before me this 22nd day of April, 2014 by Bradley W. Pauls, partner, on behalf of Red Rocks Valley Homeowners Association, Inc.

Witness my hand and official seal:
My commission expires July 14, 2015
Notary Public

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES 07/14/2015

AREA SUMMARY

BLOCKS	365,124#	8.382 AC	86.7%
TRACTS (PRIVATE STREET)	55,815#	1.281 ACRE	13.3%
TOTAL	420,934#	9.663 AC	100%

LIENHOLDERS RATIFICATION OF PLAT

The undersigned hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded in Book 5102 Page 542 and in Book 5560 at Page 777 of the public records of Mesa County, Colorado shall be subordinated to the dedication shown hereon. *in BOOK 5107 at PAGE 614, assigned*

In witness whereof, the said corporation has caused these presents to be signed by its Manager, with the authority of its board of directors this 22 day of April.

By: _____ Title
For: Bradley W. Pauls
IRONWOOD CAPITAL, LLC
a Colorado Limited Liability Company

State of Colorado)
)ss
County of Denver)

The foregoing instrument was acknowledged before me this 22nd day of April, 2014 by Bradley W. Pauls, partner, on behalf of Ironwood Capital, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal:
My commission expires July 14, 2015
Notary Public

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES 07/14/2015

TITLE CERTIFICATION

We, Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to Red Rocks Real Estate Partners, LLC, a Colorado Limited Liability Company;
That the current taxes have been paid;
That all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record;
That all easements, reservations and rights of way of record are shown hereon.

DATE: MAY 1, 2014 BY: _____
Larry Vent,
Land Title Guarantee Company

CITY APPROVAL

This plat of RED ROCKS PATIO HOMES, a subdivision in the City of Grand Junction, County of Mesa, Colorado, is hereby approved and dedications accepted this 6th day of May, 2014.

City Manager
Sam Susuras
Mayor

SURVEYOR'S STATEMENT

I, Kenneth Scott Thompson, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat of RED ROCKS PATIO HOMES, a subdivision of a part of the City of Grand Junction, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title. This statement is not a guaranty, either expressed or implied.

Kenneth Scott Thompson,
Colorado PLS 18480

COLORADO REGISTERED 18480 PROFESSIONAL LAND SURVEYOR 2, 2014

STATE OF COLORADO)
)ss
COUNTY OF MESA)

I certify that this instrument was filed in my office at 10:06 o'clock A M., on the 9th day of MAY 2014, A.D. and was recorded in Book 5598 Page No. 157-158
Reception No. 2689268, Drawer No. ZZ-135, Fees $20.00

By: Sheila Reiner
Clerk and Recorder
Deputy

Please note: The red address numbers are edits added to the recorded subdivision plat.

NOTE: The purpose of this plat is to remove the previously platted lotlines of Red Rocks Valley (Reception No. 2461307) while maintaining in place the configuration of the Tracts and easements as platted.

CITY USE BLOCK

Associated Recorded Documents	Book	Page

RED ROCKS PATIO HOMES

SE1/4 Section 19, Township 1 South, Range 1 West, Ute Meridian

Sheet 1 of 2	Date: Apr 11, 2014	Job No. 1219-002
Design: kst	Drawn: akt	Checked: akt Approved:

S:\PROJECTS\1219 Red Rocks Pauls Corp\002-Block 5\SURVEY\Replat.pro

RIVERCITY CONSULTANTS
744 Horizon Court, #110 - Grand Junction, CO 81506 - Phone: 970-241-4722

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File ID#: SSU-2014-45
Zoning: PD

RED ROCKS PATIO HOMES

A REPLAT OF BLOCK 5 RED ROCKS VALLEY (Rec. No. 2461307)

SE1/4 Section 19, Township 1 South, Range 1 West, Ute Meridian
City of Grand Junction, Mesa County, Colorado

GRAPHIC SCALE 1"=50'
0 50 100 150
Lineal Units of Measurement are the U.S. Survey Foot.

BASIS OF BEARINGS
The bearings hereon are grid bearings of the Mesa County SIMSLCS determined by GPS observation on Mesa County Survey Marker #1207 for the center-quarter corner and Mesa County Survey Marker #1211 for the east-quarter corner of Section 19, Township 1 South, Range 1 West of the Ute Meridian.
The bearing of this line is North 84°48'47" East.

LEGEND
- found aluminum monument as noted
- found rebar and cap as noted
- set 24" #5 rebar/aluminum cap PLS 18480
- set 2" PK nail/aluminum disk PLS 18480
- control point
- point of tangent, curve or end, no monument set

C¼ corner Section 19 MCSM #1207
Basis of Bearings N89°48'47"E 2600.57' North line of the NE¼ Section 19
N11°55'19"W 2683.15'

RED ROCKS VALLEY Reception Number 2461307

ROCK VALLEY ROAD
A=671.53' R=641.00' Delta=60°01'29" N36°45'05"E Ls=641.24'
N66°45'50"E 118.20'
N21°46'01"E 24.60'

RUBY MOUNTAIN ROAD
N23°13'49"W 162.46'
A=102.60' R=304.00' Delta=19°20'13" N32°53'53"W Lc=102.11'

RED POINT ROAD
S87°11'33"E 174.83'
A=97.92' R=484.00' Delta=11°35'31" N11°22'06"E Lc=97.75'
N65°44'00"E 24.28'
A=117.10' R=580.00' Delta=11°34'03" S61°24'32"E Lc=116.90'

Red Vista Court
S56°35'02"W 83.58'
N56°35'02"E 246.60'
TRACT A 0.275 acres 11972ft²

Red Wash Court
N22°23'22"E 109.76'
S22°23'22"W 212.63'
TRACT B 0.320 acres 13942ft²
9286ft² 2,134 acres

Red Vale Court
N58°24'28"E 117.74'
S58°24'28"W 194.22'
TRACT C 0.262 acres 11426ft²
82135ft² 1.886 acres
B6047ft² 1.475 acres

Rocky Knoll Court
N21°17'12"W 125.69'
S21°17'12"E 125.69'
TRACT D 0.405 acres 17647ft²
1034618ft² 2.381 acres

TRAIL RIDGE ROAD
S47°25'58"W 151.42'
S58°24'28"W 259.94'
S34°47'06"W 78.58'
A=32.18' R=168.00' Delta=10°58'30" N53°55'13"W Lc=32.13'
S20°31'26"W Lc=114.30' Delta=28°31'21" A=115.49' R=232.00'
S20°19'08"W Lc=81.61' Delta=28°06'44" A=82.43' R=168.00'
S06°15'46"W 26.19'

GRANDE CACHE COURT

2280 Red Vista Court
2280 Red Vale Court
2280 Red Wash Court
2280 Rocky Knoll Court

BLOCK 1 (82135ft² 1.886 acres)
BLOCK 2 (92861ft² 2.134 acres)
BLOCK 3 (1034618ft² 2.381 acres)
BLOCK 4 (B6047ft² 1.475 acres)

LOT 1 BLOCK 3
LOT 2 BLOCK 3
LOT 3 BLOCK 3
LOT 4 BLOCK 3
LOT 5 BLOCK 4
LOT 6 BLOCK 4
LOT 7 BLOCK 4
LOT 8 BLOCK 4
LOT 9 BLOCK 4
LOT 10 BLOCK 4
LOT 1 BLOCK 6
LOT 2 BLOCK 6
LOT 3 BLOCK 6
LOT 4 BLOCK 6
LOT 6 BLOCK 2
LOT 7 BLOCK 2
LOT 8 BLOCK 2
LOT 9 BLOCK 2
LOT 10 BLOCK 2
LOT 13 BLOCK 2
LOT 14 BLOCK 2
LOT 15 BLOCK 2
LOT 16 BLOCK 2
LOT 17 BLOCK 2

TRACT T DRAINAGE/UTILITY/URBAN TRAIL
TRACT H DRAINAGE/UTILITY/URBAN TRAIL

14' Multi-Purpose Easement
20' Utility and Private Trail Easement
10' Drainage & Mitigation Easement
14' Multi-Purpose & Irrigation Easement
Shared Driveway Easement
Driveway Easement
10' P.U.E. & U.E.E.

E¼ corner Section 19 MCSM #1211
N34°50'06"E 1838.69'
S89°48'47"W 2600.57' North line of the NE¼ Section 19

SEE SHEET 1 FOR SURVEYOR'S STATEMENT

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR SCOTT K. SHARP 18480 2, 20

Please note: The red address numbers are edits added to the recorded subdivision plat.

NOTICE. According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

RED ROCKS PATIO HOMES			
SE¼ Section 19, Township 1 South, Range 1 West, Ute Meridian			
Sheet 2 of 2	Date: Apr 11, 2014	Job No. 1219-002	
Design: kst	Drawn: akt	Checked: akt	Approved:
S:\PROJECTS\1219 Red Rocks Pauls Corp\002-Block 5\SURVEY\Replat.pro			

RIVERCITY CONSULTANTS
744 Horizon Court, #110 – Grand Junction, CO 81506 – Phone: 970-241-4722

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RECEPTION #: 2721267, BK 5714 PG 86 04/20/2015 at 04:22:14 PM, 1 OF 8, R $45.00
S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

Mesa County Clerk & Recorder: Index in Grantee's Index under Red Rocks Valley and Red Rocks Valley Homeowners Association, Inc., and also under Grantor's Index as Red Rocks Real Estate Partners, LLC, a Colorado limited liability company.

After recording, return to:
Karen Reutzel
Fairfield and Woods, P.C.
1801 California Street, Suite 2600
Denver, CO 80202

FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

This First Amendment to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley (the "First Amendment") is dated this 17th day of April, 2015.

RECITALS

This First Amendment is made with reference to the following facts:

A. On October 10, 2008, Redlands Valley Cache, LLC, a Colorado limited liability company ("Original Declarant"), recorded a Declaration of Covenants, Conditions and Restrictions of Red Rocks Valley Subdivision (the "Original Declaration") in the real property records of Mesa County, Colorado at Reception No. 2461312, and recorded the subdivision plat for Red Rocks Valley ("Plat") at Reception No. 2461312 and Reception No. 2461307, thereby creating a planned community known as "Red Rocks Valley." Exhibit A to the Original Declaration submitted all of the real property shown on the Plat to the terms of such Declaration (the "Property"); and

B. The Original Declarant conveyed Tracts A, D, F, G, L, M, O, P, R, S, U, V, W, X and Y of the Red Rocks Valley Subdivision to the Red Rocks Valley Homeowners Association, Inc. (hereafter "RRV HOA") by quit claim deed recorded October 10, 2008 at Reception No. 2461313 in the real property records of Mesa County, Colorado and conveyed Tracts B, C, E, H, K, and T to RRV HOA by quit claim deed recorded January 28, 2009 at Reception No. 2473619 in the real property records of Mesa County, Colorado (the foregoing Tracts shall be hereafter referred to collectively as the "HOA Tracts"); and

C. The Original Declarant assigned all of its reserved Declarant Rights under the Original Declaration to Red Rocks Real Estate Partners LLC (hereafter "Successor Declarant") pursuant to that certain Assignment of Declarant Rights recorded on October 5, 2011 at Reception No. 2586910 in the real property records of Mesa County, Colorado; and

D. On September 17, 2012, in the real property records of Mesa County, Colorado, Successor Declarant recorded the Amended and Restated Master Declaration of Covenants,

Conditions and Restrictions for Red Rocks Valley (the "Amended Declaration") at Reception No. 2625703, which withdrew all of the Property from the Prior Declaration and the Community Interest Community, except for that certain real property listed on Exhibit A of the Amended Declaration (the "Amended Property"); and

E. At the time the Amended Declaration was recorded on September 17, 2012, Successor Declarant and Surfview Development Co., a California corporation, were the sole Members of the RRV HOA, with Successor Declarant possessing 97% of the votes in the RRV HOA and both Members consenting to the Amended Declaration; and

F. It was the intent of Successor Declarant and the RRV HOA to withdraw specified HOA Tracts through the Amended Declaration in order to facilitate the future development of Red Rocks Valley and to leave the remainder of the HOA Tracts within the Common Interest Community; however, the Amended Declaration, by clerical, typographical and/or technical error, failed to reference the HOA Tracts on the Exhibits to the Amended Declaration, inadvertently creating an ambiguity as to the annexation status of the HOA Tracts; and

G. C.R.S. § Section 38-33.3-206(4) provides that a Declarant may amend the declaration, a plat or a map to correct clerical, typographical, or technical errors; and

H. Successor Declarant and RRV HOA have determined that this First Amendment is necessary in order to correct the inadvertent omission of the HOA Tracts on the Exhibits to the Amended Declaration and to eliminate any continuing ambiguity about the annexation status of the HOA Tracts, as well as to include the signature page of the RRV HOA, inadvertently omitted, to indicate its consent to the Amended Declaration.

AMENDMENT:

NOW, THEREFORE, Successor Declarant and RRV HOA hereby amend the Amended Declaration pursuant to C.R.S. § 38-33.3-206(4), as follows:

1. Definitions. Any capitalized term not otherwise defined in this First Amendment shall have the same meaning herein as ascribed to such term in the Amended Declaration.

2. The Amended Declaration is hereby amended and supplemented by the addition of a signature page for the Red Rocks Valley Homeowners Association, Inc., attached hereto as **Exhibit B**.

3. The legal description of the Property initially subjected to the Amended Declaration, set forth on Exhibit A to the Amended Declaration, is hereby amended and replaced in its entirety by the following corrected legal description:

LEGAL DESCRIPTION OF THE PROPERTY INITIALLY SUBJECTED TO THE AMENDED AND RESTATED DECLARATION:

LOTS 1 THROUGH 6, INCLUSIVE, IN BLOCK 1;
LOTS 6 THROUGH 9, INCLUSIVE IN BLOCK 3;
LOTS 1 THROUGH 10, INCLUSIVE IN BLOCK 4; AND
TRACTS A, B, C, D, E, F, G, H, J, K, L, M, T AND U,

ALL IN RED ROCKS VALLEY,
COUNTY OF MESA
STATE OF COLORADO,

according to the plat thereof recorded on October 10, 2008 at Reception No. 2461307 in the real property records of Mesa County, Colorado.

4. The legal description of the Annexable Property, set forth on Exhibit B to the Amended Declaration, is hereby amended and replaced in its entirety with the following corrected legal description:

LEGAL DESCRIPTION OF ANNEXABLE PROPERTY:

LOTS 1 THROUGH 17, INCLUSIVE, IN BLOCK 2;
LOTS 1 THROUGH 5, INCLUSIVE, IN BLOCK 3;
LOTS 1 THROUGH 52, INCLUSIVE, IN BLOCK 5;
LOTS 1 THROUH 4, INCLUSIVE, IN BLOCK 6; AND
TRACTS O, P, R, S, V, W, X AND Y,

RED ROCKS VALLEY,
COUNTY OF MESA,
STATE OF COLORADO,

according to the plat thereof recorded on October 10, 2008 at Reception No. 2461307 in the real property records of Mesa County, Colorado, as the same may be amended or re-platted from time to time.

5. Except as amended by this First Amendment, the Amended and Restated Declaration remains in full force and effect in accordance with its terms. If any term or provision of this First Amendment is inconsistent with any term or provision of the Amended Declaration, the term or provision of this First Amendment shall control. This First Amendment shall inure to the benefit of and be binding upon the Owners and their heirs, personal representatives, successors and assigns.

Dated in the date and year first written above.

[signature pages follow]

SUCCESSOR DECLARANT:

RED ROCKS REAL ESTATE PARTNERS, LLC,
a Colorado limited liability company

By: _____

Its: Authorized Signatory

STATE OF COLORADO)
) **ss.**
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17TH day of APRIL, 2015, by MIKE SERRA III, as AUTHORIZED SIG NATORY of RED ROCKS REAL ESTATE PARTNERS, LLC, a Colorado limited liability company, on its behalf.

Witness my hand and official seal.

_____
Notary Public

My commission expires: 8.21.18.

(S E A L)

KRISTIN CHALFANT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20064033091
MY COMMISSION EXPIRES AUGUST 21 2018

RECEPTION #: 2721267, BK 5714 PG 86 04/20/2015 at 04:22:14 PM, 5 OF 8, R $45.00
S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

By its signature below, the Red Rocks Valley Homeowners Association, Inc. provides its consent to this First Amendment to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley:

RED ROCKS VALLEY HOMEOWNER'S ASSOCIATION, INC.

BY: Kristin Chalfant
ITS: PRESIDENT

STATE OF COLORADO)
) **ss.**
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17 day of April, 2015, by Kristin Chalfant, as President of RED ROCKS VALLEY HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation, on its behalf.

Witness my hand and official seal.

Rebecca Taladay
Notary Public

My commission expires: July 14, 2015.

(S E A L)

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES JULY 14, 2015

RECEPTION #: 2721267, BK 5714 PG 86 04/20/2015 at 04:22:14 PM, 6 OF 8, R $45.00
S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

EXHIBIT A
to the
FIRST AMENDMENT TO THE
AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RED ROCKS VALLEY

LEGAL DESCRIPTION OF THE AMENDED PROPERTY

LOTS 1 THROUGH 6, INCLUSIVE, IN BLOCK 1;
LOTS 6 THROUGH 9, INCLUSIVE IN BLOCK 3;
LOTS 1 THROUGH 10, INCLUSIVE IN BLOCK 4; AND
TRACTS A, B, C, D, E, F, G, H, J, K, L, M, T AND U,

ALL IN RED ROCKS VALLEY,
COUNTY OF MESA
STATE OF COLORADO,

according to the plat thereof recorded on October 10, 2008 at Reception No. 2461307 in the real property records of Mesa County, Colorado.

(The legal description provided above is the legal description of the real property subject to the Amended Deceleration as of September 17, 2012; additional property has been annexed into the project by separate instrument(s) since that date.)

RECEPTION #: 2721267, BK 5714 PG 86 04/20/2015 at 04:22:14 PM, 7 OF 8, R $45.00
S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

EXHIBIT B
to the
FIRST AMENDMENT TO THE
AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RED ROCKS VALLEY

SUPPLEMENTAL SIGNATURE PAGE

RECEPTION #: 2721267, BK 5714 PG 86 04/20/2015 at 04:22:14 PM, 8 OF 8, R $45.00
S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

By its signature below, the Red Rocks Valley Homeowners Association, Inc. provides its consent to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley, effective as of September 17, 2012:

RED ROCKS VALLEY HOMEOWNER'S ASSOCIATION, INC.

BY: _____

ITS: PRESIDENT

STATE OF COLORADO)
) **ss.**
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 17 day of April, 2015, by KRISTIN CHALFANT, as PRESIDENT of RED ROCKS VALLEY HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation, on its behalf.

Witness my hand and official seal.

_____
Notary Public

My commission expires: July 14, 2015

(S E A L)

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES JULY 14, 2015

RECEPTION #: 2721861, BK 5716 PG 402 04/27/2015 at 01:59:58 PM, 1 OF 6, R $35.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

Mesa County Clerk & Recorder: Index in Grantee's Index under Red Rocks Valley and Red Rocks Valley Homeowners Association, Inc., and also under Grantor's Index as Red Rocks Real Estate Partners, LLC, a Colorado limited liability company.

After recording, return to:
Karen Reutzel
Fairfield and Woods, P.C.
1801 California Street, Suite 2600
Denver, CO 80202

FIRST SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

This First Supplemental Declaration to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley (the "First Supplemental Declaration") is dated this 27th day of April, 2015.

RECITALS

This First Supplemental Declaration is based upon the following facts:

A. On October 10, 2008, Redlands Valley Cache, LLC, a Colorado limited liability company, recorded a Declaration of Covenants, Conditions and Restrictions of Red Rocks Valley Subdivision in the real property records of Mesa County, Colorado at Reception No. 2461312, thereby creating a planned community known as "Red Rocks Valley" (the Prior Declaration); and

B. On September 17, 2012, in the real property records of Mesa County, Colorado, the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley (the "Amended Declaration") was recorded at Reception No. 2625703, which amended and restated the Prior Declaration and modified the Property subject to the Amended Declaration. The Amended Declaration was corrected by the First Amendment to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley, recorded on April 20, 2015 at Reception No. 272167 in the real property records of Mesa County, Colorado.

C. An additional 16 Lots in the Red Rocks Valley Subdivision, County of Mesa, State of Colorado, were annexed into the Common Interest Community and made subject to the Amended Declaration, pursuant to Chapter 5, Section 9(a) of the Amended Declaration, by the recording of deeds conveying Annexable Property to Persons other than the Declarant, a Builder or Special Development Rights Holder. Those Lots and the dates of annexation are identified as follows:

Lot 1, Block 6 on April 12, 2013;
Lot 2, Block 6 on May 23, 2013;

Lot 17, Block 2 on June 4, 2013;
Lot 3, Block 6 on July 16, 2013;
Lot 13, Block 2 on December 6, 2013;
Lot 4, Block 6 on December 10, 2013;
Lot 14, Block 2 on December 13, 2013;
Lot 1, Block 3 on December 23, 2013;
Lot 10, Block 2 on July 18, 2014;
Lot 11, Block 2 on August 18, 2014;
Lot 2, Block 3 on September 8, 2014;
Lot 2, Block 2 on October 17, 2014;
Lot 5, Block 2 on October 22, 2014;
Lot 1, Block 2 on November 10, 2014;
Lot 8, Block 2 on December 30, 2014;
Lot 5, Block 3 on December 30, 2014; and

D. The Property subject to the Declaration as of the date of this First Supplemental Declaration is set forth on **Exhibit A**, attached hereto and incorporated herein by this reference.

E. The "Declarant," Red Rocks Real Estate Partners, LLC, a Colorado limited liability company, now desires to annex additional real property into the Common Interest Community and make such property subject to the Amended Declaration, pursuant to Declarant's reserved right to annex additional property as set forth in Chapter 5, Section 9(b) of the Amended Declaration; and,

F. The real property proposed to be annexed is "Annexable Property" described on Exhibit B to the Amended Declaration; and,

G. The Declarant is the owner of the real property proposed to be annexed; and,

H. As of the date of this First Supplemental Declaration, the Declarant is within the time period to exercise its right to annex additional properties into the Common Interest Community as provided by Chapter 5, Section 9 of the Amended Declaration.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing, the Declarant hereby exercises its right to the annex the additional real property set forth on **Exhibit B**, attached hereto and incorporated herein by this reference (hereafter the "Additional Property"), into the Common Interest Community subject to the following terms and conditions:

1. The Additional Property shall be annexed into the Common Interest Community and made subject to the Amended Declaration and any amendments and supplements thereto, and shall thereby be subject to all of the terms, provisions, covenants, conditions, reservations, charges and liens, including assessments, applicable under the Amended Declaration and is expressly subject to all of the

provisions of the Articles of Incorporation, Bylaws, rules, regulations and guidelines of the Association.

2. The annexation the Additional Property shall be effective upon the recording of this First Supplemental Declaration in the office of the Clerk and Recorder for Mesa County, Colorado.

3. Upon the recording of this First Supplemental Declaration, the Allocated Interests of each Lot shall be recalculated pursuant to the formula set forth in Chapter One, Section 3 of the Amended Declaration, and shall thereafter total 1/46, provided that the Allocated Interests will change if additional Lots are subsequently annexed into the Common Interest Community.

4. No Supplemental Map is required because the Additional Property can be identified on the Plat.

5. Any capitalized term not otherwise defined in this First Supplemental Declaration shall have the same meaning herein as ascribed to such term in the Amended Declaration.

Dated in the date and year first written above.

[Signature Pages Follow]

DECLARANT:

RED ROCKS REAL ESTATE PARTNERS, LLC, a Colorado limited liability company

By: _____

Its: Authorized Signatory

STATE OF COLORADO)
) **ss.**
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 27 day of April, 2015, by Mike Serra III, as Authorized Signatory of RED ROCKS REAL ESTATE PARTNERS, LLC, a Colorado limited liability company, on its behalf.

Witness my hand and official seal.

_____
Notary Public

My commission expires: 7/14/15.

(S E A L)

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES JULY 14, 2015

EXHIBIT A

to the
FIRST SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

LEGAL DESCRIPTION OF THE PROPERTY:

LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 1;
LOT 1, BLOCK 2;
LOT 2, BLOCK 2;
LOT 5, BLOCK 2;
LOT 8, BLOCK 2;
LOT 10, BLOCK 2;
LOT 11, BLOCK 2;
LOT 13, BLOCK 2;
LOT 14, BLOCK 2;
LOT 17, BLOCK 2;
LOT 1, BLOCK 3;
LOT 2, BLOCK 3;
LOTS 5 THROUGH 9, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 4;
LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 6;
AND
TRACTS A, B, C, D, E, F, G, H, J, K, L, M, T AND U,

RED ROCKS VALLEY SUBDIVISION,
COUNTY OF MESA
STATE OF COLORADO,

according to the plat thereof recorded on October 10, 2008 at Reception No. 2461307 in the real property records of Mesa County, Colorado.

RECEPTION #: 2721861, BK 5716 PG 402 04/27/2015 at 01:59:58 PM, 6 OF 6, R $35.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

EXHIBIT B

to the
FIRST SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY BEING ANNEXED:

LOT 3, BLOCK 2
LOT 4, BLOCK 2
LOT 6, BLOCK 2;
LOT 7, BLOCK 2;
LOT 9, BLOCK 2;
LOT 12, BLOCK 2;
LOT 15, BLOCK 2;
LOT 16, BLOCK 2;
LOT 3, BLOCK 3; AND
LOT 4, BLOCK 3;

RED ROCKS VALLEY SUBDIVISION,
COUNTY OF MESA,
STATE OF COLORADO,

according to the plat thereof recorded on October 10, 2008 at Reception No. 2461307 in the real property records of the County of Mesa, State of Colorado.

RECEPTION #: 2728519, BK 5741 PG 546 06/25/2015 at 01:50:21 PM, 1 OF 7, R
$40.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

7 PAGE DOCUMENT

Mesa County Clerk & Recorder: Index in Grantee's Index under Red Rocks Valley and Red Rocks Valley Homeowners Association, Inc., and also under Grantor's Index as Red Rocks Real Estate Partners, LLC, a Colorado limited liability company.

After recording, return to:
Karen Reutzel
Fairfield and Woods, P.C.
1801 California Street, Suite 2600
Denver, CO 80202

SECOND SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED MASTER DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

This Second Supplemental Declaration to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley (the "Second Supplemental Declaration") is dated this 8th day of May, 2015.

RECITALS

This Second Supplemental Declaration is based upon the following facts:

A. On October 10, 2008, Redlands Valley Cache, LLC, a Colorado limited liability company, recorded the Declaration of Covenants, Conditions and Restrictions of Red Rocks Valley Subdivision in the real property records of Mesa County, Colorado at Reception No. 2461312, thereby creating a planned community known as "Red Rocks Valley" (the Prior Declaration); and,

B. On September 17, 2012, in the real property records of Mesa County, Colorado, the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley (the "Amended Declaration") was recorded at Reception No. 2625703, which amended and restated the Prior Declaration and modified the Property subject to the Amended Declaration. The Amended Declaration was corrected by the First Amendment to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley, recorded on April 20, 2015 at Reception No. 272167 in the real property records of Mesa County, Colorado; and,

C. On April 27, 2015, the First Supplemental Declaration to the Amended Declaration was recorded at Reception No. 2721861 in the real property records of Mesa County, Colorado, which annexed additional Lots into the Common Interest Community; and,

D. The Property subject to the Declaration as of the date of this Second Supplemental Declaration is set forth on **Exhibit A**, attached hereto and incorporated herein by this reference; and,

E. The "Declarant," Red Rocks Real Estate Partners, LLC, a Colorado limited liability company, now desires to annex additional real property into the Common Interest Community and make such property subject to the Amended Declaration, pursuant to Declarant's reserved right to annex additional property as set forth in Chapter 5, Section 9(b) of the Amended Declaration; and,

F. The Declarant is the owner of the real property proposed to be annexed; and,

G. The real property proposed to be annexed is "Annexable Property" described on Exhibit B to the Amended Declaration, as amended; and,

H. As of the date of this Second Supplemental Declaration, the Declarant is within the time period to exercise its reserved right to annex Annexable Property into the Common Interest Community as provided by Chapter 5, Section 9 of the Amended Declaration.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing, the Declarant hereby exercises its right to the annex the additional real property set forth on **Exhibit B**, attached hereto and incorporated herein by this reference (hereafter the "Additional Property"), into the Common Interest Community subject to the following terms and conditions:

1. The Additional Property shall be annexed into the Common Interest Community and made subject to the Amended Declaration and any amendments and supplements thereto, and shall thereby be subject to all of the terms, provisions, covenants, conditions, reservations, charges and liens, including assessments, applicable under the Amended Declaration and is expressly subject to all of the provisions of the Articles of Incorporation, Bylaws, rules, regulations and guidelines of the Association, except as supplemented herein.

2. The annexation of the Additional Property shall be effective upon the recording of this Second Supplemental Declaration in the office of the Clerk and Recorder for Mesa County, Colorado.

3. Upon the recording of this Second Supplemental Declaration, the Allocated Interests of each Lot shall be recalculated pursuant to the formula set forth in Chapter One, Section 3 of the Amended Declaration, and shall thereafter total 1/58, provided that the Allocated Interests will change if additional Lots are subsequently annexed into the Common Interest Community.

4. The Supplemental Map is Red Rocks Homes Filing 1, a Replat of Block 1 of Red Rocks Patio Homes, recorded on 6-25-2015 at Reception No. 2728517 in the real property records of Mesa County, Colorado.

5. After the recording of this Second Supplemental Declaration, Declarant shall convey Tracts B, C, and D of the Additional Property to the Red Rocks Valley Homeowners Association, Inc. ("HOA") for trail and utility purposes for the use and benefit of the entire

Common Interest Community. Declarant hereby designates Tracts B, C, and D as Association Properties and Common Elements of the Common Interest Community, effective upon the recording of the deed or deeds conveying ownership of such Tracts to the HOA. The care, operation, management, maintenance, upkeep, repair, replacement and renovation (collectively "Maintenance") of Tracts B, C, and D shall be the responsibility of the HOA and shall be a Common Expense of the entire Common Interest Community.

6. After the recording of this Second Supplemental Declaration, Declarant shall convey Tract A of the Additional Property to the HOA for private street purposes. Declarant hereby designates Tract A together with the Improvements located upon the Additional Property listed below as "limited common elements" for the primary use and benefit of the Lots within the Additional Property: 1) any fencing installed by Declarant to separate Tracts B, C, and D (private trails) from the Lots; 2) any perimeter privacy fencing and/or retaining walls installed by Declarant between Ruby Mountain Road and/or Rock Valley Road and the Additional Property (Tract A and the foregoing listed Improvements shall collectively be referred to as the "LCEs").

7. The Maintenance of the LCEs shall be the responsibility of the HOA; provided, however, that the cost for such Maintenance shall be assessed solely against the Lots within the Additional Property as an "Assessment to Fewer than All Lots" as authorized by Chapter Two, Article IV, Section 8 of the Amended and Restated Declaration (the "LCE Assessment"). The formula for calculating the LCE Assessment against the Lots within the Additional Property shall be equal to a fraction, the numerator of which is 1 and the denominator of which is the total number of Lots that have been assigned the primary use of such LCEs by this or future Supplemental Declarations. The initial Allocated Interest for the LCE Assessment shall be 1/12.

8. Any curbing, property boundary markers or other such similar landscaping elements installed or permitted to be installed by Declarant to demarcate the property boundary line between two Lots ("Boundary Markers") shall be jointly owned, maintained and kept in good repair by the Owners of the Lots who share the property boundary. No Owner may remove any Boundary Marker without the prior written consent of the HOA and of the Owner of the adjacent Lot that who shares the Boundary Marker.

9. Notwithstanding any contrary provision in the Amended Declaration, no fences shall be constructed, installed, erected or maintained on any Lot within the Additional Property except such fences, in such locations, as were installed or permitted to be installed by the Declarant in its construction of Improvements on the Lots. Notwithstanding the foregoing, small privacy areas or dog runs may be permitted with the prior approval of the Architectural Review Committee, subject to any applicable design guidelines adopted by the Architectural Review Committee.

10. Any capitalized term not otherwise defined in this Second Supplemental Declaration shall have the same meaning herein as ascribed to such term in the Amended Declaration.

11. Except as amended and supplemented by this Second Supplemental Declaration, the Amended and Restated Declaration remains in full force and effect in accordance with its terms. If any term or provision of this Second Supplemental Declaration is inconsistent with any

term or provision of the Amended Declaration, the term or provision of this Second Supplemental Declaration shall control. This Second Supplemental Declaration shall inure to the benefit of and be binding upon the Owners within the Additional Property and their heirs, personal representatives, successors and assigns.

Dated in the date and year first written above.

[Signature Pages Follow]

DECLARANT:

RED ROCKS REAL ESTATE PARTNERS, LLC, a Colorado limited liability company

By: _____

Its: Authorized Signatory

STATE OF COLORADO)
) **ss.**
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 8th day of May, 2015, by Mike Sora III, as Authorized Signatory of RED ROCKS REAL ESTATE PARTNERS, LLC, a Colorado limited liability ~~company~~, on its behalf.

Witness my hand and official seal.

_____
Notary Public

My commission expires: July 14, 2015

(S E A L)

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES JULY 14, 2015

EXHIBIT A

to the
FIRST SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

LEGAL DESCRIPTION OF THE PROPERTY:

LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 17, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 9, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 4;
LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 6;
AND
TRACTS A, B, C, D, E, F, G, H, J, K, L, M, T AND U,

RED ROCKS VALLEY SUBDIVISION,
COUNTY OF MESA
STATE OF COLORADO,

according to the plat thereof recorded on October 10, 2008 at Reception No. 2461307 in the real property records of Mesa County, Colorado.

RECEPTION #: 2728519, BK 5741 PG 546 06/25/2015 at 01:50:21 PM, 7 OF 7, R
$40.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

EXHIBIT B

to the
SECOND SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY BEING ANNEXED:

LOTS 1 THROUGH 12, INCLUSIVE; AND
TRACTS A, B, C, AND D;
RED ROCKS HOMES FILING 1,
COUNTY OF MESA,
STATE OF COLORADO,

according to the plat thereof, recorded on 6-25-2015 at Reception No. 2728517 in the real property records of the County of Mesa, State of Colorado, a replat of Block 1 of Red Rocks Patio Homes (Rec. No. 2689268).

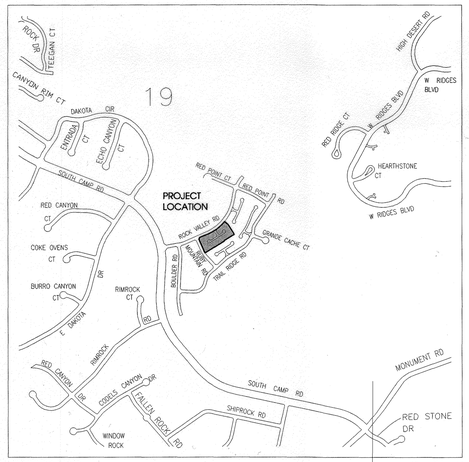
RECEPTION #: 2728517, BK 5741 PG 543 06/25/2015 at 01:45:11 PM, 1 OF 2, R
$20.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

RED ROCKS HOMES FILING 1

A REPLAT OF BLOCK 1 OF RED ROCKS PATIO HOMES (Rec. No. 2689268)

SE1/4 Section 19, Township 1 South, Range 1 West, Ute Meridian

City of Grand Junction, Mesa County, Colorado



VICINITY MAP 1" = 1000'

LIST OF SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

A: ARC LENGTH OF CURVE
BLM: BUREAU OF LAND MANAGEMENT
C: CENTER
CHBrg: BEARING OF LONG CHORD OF CURVE
E: EAST
Lc: LENGTH OF LONG CHORD OF CURVE
MCSM: MESA COUNTY SURVEY MARKER
MON: MONUMENT
N: NORTH
No: NUMBER
PLS: PROFESSIONAL LAND SURVEYOR
PLSS: PUBLIC LAND SURVEY SYSTEM
P.T.E.: PRIVATE TRAIL EASEMENT
R: RANGE in defining the location in the PLSS
R: RADIUS OF CURVE in defining a curve
Rec: RECEPTION
R.R.V.H.A.I.: Red Rock Valley Homeowners Association, Inc.
R.O.W.: RIGHT-OF-WAY
S: SOUTH
sq ft: SQUARE FEET
T: TOWNSHIP
U.E.: UTILITY EASEMENT
UM: UTE MERIDIAN
W: WEST

AREA & USE SUMMARY

	AREA.	USAGE	PERCENT
LOTS to be owned and maintained by lot purchaser	73,233± (1.68 acres)	Development	77.82%
TRACT A to be owned and maintained by R.R.V.H.A.I.	11,972± (0.27 acres)	Roadway & Utilities	12.72%
TRACTS B, C, & D to be owned and maintained by R.R.V.H.A.I.	8,900± (0.20 acres)	Trail & Utilities	9.46%
TOTAL	94,107± (2.160 acres)		100%

RECORDER NOTE: POOR QUALITY DOCUMENT PROVIDED FOR REPRODUCTION

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Red Rocks Real Estate Partners, LLC, a Colorado Limited Liability Company, and Red Rocks Valley Homeowners Association, Inc., are the owners of certain real property in the City of Grand Junction, County of Mesa, State of Colorado, being situated in the southwest quarter of the southeast quarter of Section 19, Township 1 South, Range 1 West of the Ute Meridian, described in Book 5207 at Page 582 (Red Rocks Real Estate Partners, LLC) and Book 4739 at Page 413 (Red Rocks Valley Homeowners Association, Inc.) of the records of the Mesa County Clerk and Recorder, and as shown hereon, said property being more particularly described as follows:

BLOCK 1 and TRACT A OF RED ROCKS PATIO HOMES, Reception Number 2689268, COUNTY OF MESA, STATE OF COLORADO.

Said Owners have by these presents laid out, platted and subdivided the above-described real property into Lots and Tracts as shown hereon, and designates the same as RED ROCKS HOMES Filing 1, in the City of Grand Junction, County of Mesa, State of Colorado, and do hereby make the following dedications and grants:

All Multipurpose Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All Pedestrian Easements are dedicated to the Red R ks Valley Homeowners Association, Inc as perpetual easements for ingress and egress acces se by the members of the Red Rocks Valley Homeowners Association, Inc. for constructing, in ling, maintaining and repairing a trail and for purposes of walking, running, wheelchairs (motor d and nonmotorized), bicycling, and other nonmotorized forms of transportation for commu and recreational purposes with or without pets accompanying them.

All Utility Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, equivalent other public utility providers and appurtenant facilities.

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

A perpetual easement over the private street Tract A is dedicated to the City of Grand Junction for access for services and for enforcement of duly enacted parking regulations and restrictions.

That said Owners certify that all lienholders, if any, are represented hereon.

IN WITNESS WHEREOF said owners have caused their names to be hereunto subscribed.

Red Rocks Real Estate Partners, LLC
a Colorado Limited Liability Company

By: _____
Mike Serra III, Authorized Signatory

Red Rocks Valley Homeowners Association, Inc.

By: _____
Kristin Chalfant, President

State of Colorado)
)ss
County of DENVER)

The foregoing instrument was acknowledged before me this 10th day of June, 2015 by Mike Serra III, Authorized Signatory, on behalf of Red Rocks Real Estate Partners, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal:
My commission expires July 19, 2015
Notary Public

REBECCA TALABAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034029889
MY COMMISSION EXPIRES 07/19/2015

State of Colorado)
)ss
County of DENVER)

The foregoing instrument was acknowledged before me this 10th day of June, 2015 by Kristin Chalfant, President, on behalf of Red Rocks Valley Homeowners Association, Inc.

Witness my hand and official seal:
My commission expires July 19, 2015
Notary Public

REBECCA TALABAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034029889
MY COMMISSION EXPIRES 07/19/2015

Exhibit J

LIENHOLDERS RATIFICATION OF PLAT

The undersigned hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded in Book 5702 Page 542 and in Book 5560 at Page 777 of the public records of Mesa County, Colorado shall be subordinated to the dedication shown hereon. * DEED OF TRUST RECORDED IN BOOK 5207 AT PAGE 614.

In witness whereof, the said corporation has caused these presents to be signed by its Authorized Signatory with the authority of its board of directors this 10th day of June, 2015.

By: _____ For: IRONWOOD CAPITAL, LLC
Title: a Colorado Limited Liability Company

State of Colorado)
)ss
County of Denver)

The foregoing instrument was acknowledged before me this 10th day of June, 2015 by Brian D. Pauls, partner, on behalf of Ironwood Capital, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal:
My commission expires July 19, 2015
Notary Public

REBECCA TALABAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034029889
MY COMMISSION EXPIRES 07/19/2015

TITLE CERTIFICATION

We, Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to Red Rocks Real Estate Partners, LLC, a Colorado Limited Liability Company; AND RED ROCKS VALLEY HOMEOWNERS ASSOCIATION, INC.;
That the current taxes have been paid; * 2015 TAXES NOT YET DUE AND PAYABLE
That all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record;
That all easements, reservations and rights of way of record are shown hereon.

DATE: June 17, 2015

BY: Karen A. Creaglin / LIC. TITLE EXAMINER
Karen A. Creaglin
Land Title Guarantee Company

CITY APPROVAL

This plat of RED ROCKS HOMES FILING 1, a subdivision in the City of Grand Junction, County of Mesa, Colorado, is hereby approved and dedications accepted this 29 day of June, 2015

_____ City Manager

_____ Mayor

SURVEYOR'S STATEMENT

I, Kenneth Scott Thompson, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat of RED ROCKS HOMES FILING 1, a subdivision of a part of the City of Grand Junction, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title. This statement is not a guaranty, either expressed or implied.

Kenneth Scott Thompson,
Colorado PLS 18480

KENNETH SCOTT THOMPSON 18480 18.3 COLORADO LAND

STATE OF COLORADO)
)ss
COUNTY OF MESA)

I certify that this instrument was filed in my office at 1:45 o'clock P M., on the 25th day of June 2015 A.D. and was recorded in Book 5741 Page No. 543-544, Reception No. 2728517, Drawer No. A3-83, Fees $20+1.

By: Sheila Reiner, Clerk and Recorder
Rose Tafoya, Deputy

CITY USE BLOCK

Associated Recorded Documents	Book	Page
TRACT A to the R.R.V.H.A.I.	5741	553
TRACTS B, C, & D to the R.R.V.H.A.I.	5741	553

RED ROCKS HOMES FILING 1

SE¼ Section 19, Township 1 South, Range 1 West, Ute Meridian

Sheet 1 of 2	Date: Apr 11, 2014	Job No. 1219-003	
Design:	Drawn: kst	Checked: akt	Approved:

S:\PROJECTS\1219 Red Rocks Pauls Corp\002-Block 5, Fl\SURVEY\Replat.pro

RIVERCITY CONSULTANTS
744 Horizon Court, #110 – Grand Junction, CO 81506 – Phone: 970-241-4722

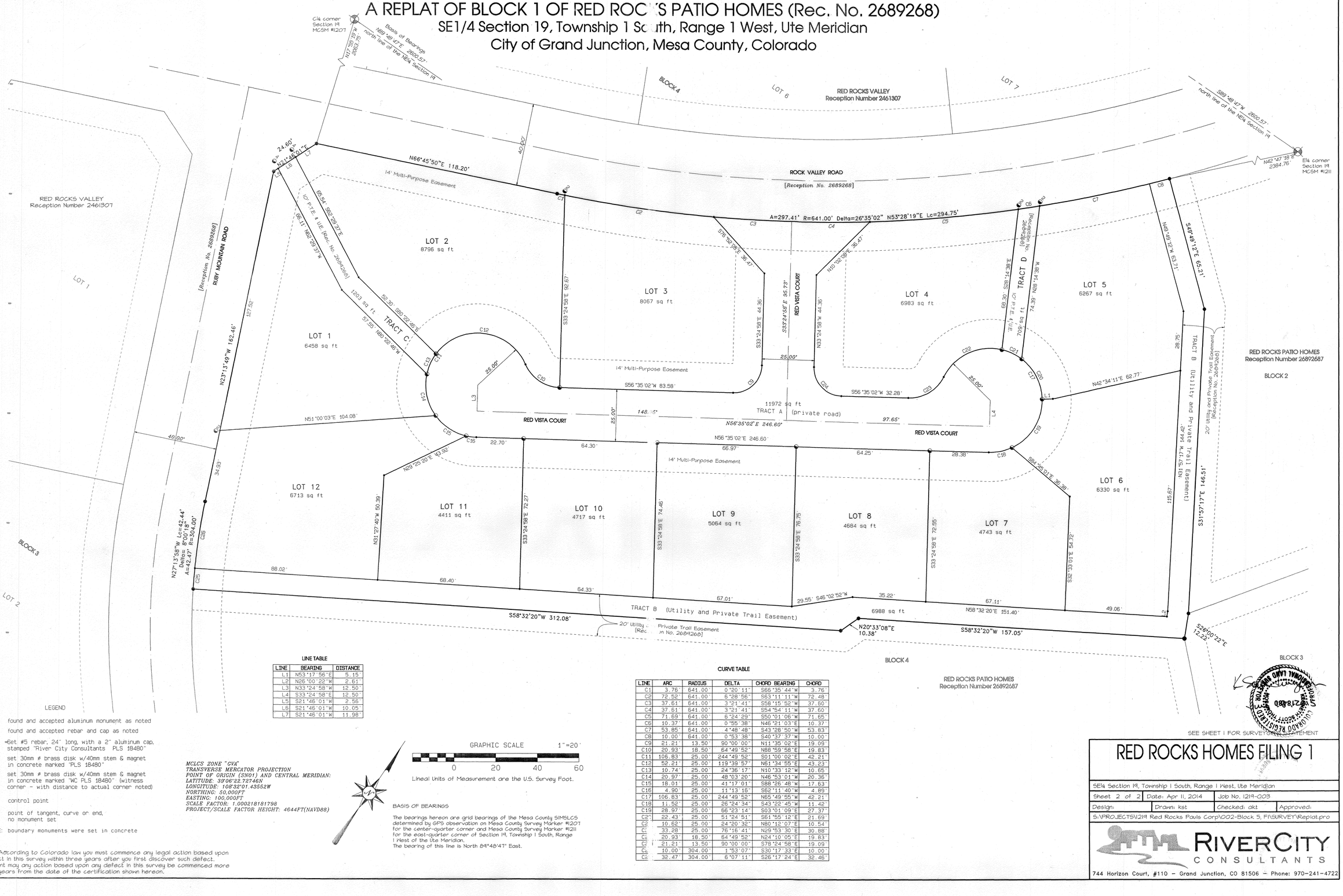
RECEPTION #: 2728517, BK 5741 PG 543 06/25/2015 at 01:45:11 PM, 2 OF 2, R
$20.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

RED ROCKS HOMES FILING 1

A REPLAT OF BLOCK 1 OF RED ROCKS PATIO HOMES (Rec. No. 2689268)

SE1/4 Section 19, Township 1 South, Range 1 West, Ute Meridian

City of Grand Junction, Mesa County, Colorado



LINE TABLE

LINE	BEARING	DISTANCE
L1	N53°17'56"E	5.15'
L2	N26°00'22"W	2.61'
L3	N33°24'58"W	12.50'
L4	S33°24'58"E	12.50'
L5	S21°46'01"W	2.56'
L6	S21°46'01"W	10.05'
L7	S21°46'01"W	11.98'

CURVE TABLE

LINE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD
C1	3.76'	641.00'	0°20'11"	S66°35'44"W	3.76'
C2	72.52'	641.00'	6°28'56"	S63°11'11"W	72.48'
C3	37.61'	641.00'	3°21'41"	S58°15'52"W	37.60'
C4	37.61'	641.00'	3°21'41"	S54°54'11"W	37.60'
C5	71.69'	641.00'	6°24'29"	S50°01'06"W	71.65'
C6	10.37'	641.00'	0°55'38"	N46°21'03"E	10.37'
C7	53.85'	641.00'	4°48'48"	S43°28'50"W	53.83'
C8	10.00'	641.00'	0°53'38"	S40°37'37"W	10.00'
C9	21.21'	13.50'	90°00'00"	N11°35'02"E	19.09'
C10	20.93'	18.50'	64°49'52"	N88°59'58"E	19.83'
C11	106.83'	25.00'	244°49'52"	S01°00'02"E	42.21'
C12	52.21'	25.00'	119°39'57"	N61°34'55"E	43.23'
C13	10.74'	25.00'	24°36'17"	N10°33'12"W	10.65'
C14	20.97'	25.00'	48°03'20"	N46°53'01"W	20.36'
C15	18.01'	25.00'	41°17'01"	S88°26'48"W	17.63'
C16	4.90'	25.00'	11°13'16"	S62°11'40"W	4.89'
C17	106.83'	25.00'	244°49'52"	N65°49'55"W	42.21'
C18	11.52'	25.00'	26°24'34"	S43°22'45"W	11.42'
C19	28.97'	25.00'	66°23'14"	S03°01'09"E	27.37'
C20	22.43'	25.00'	51°24'51"	S61°55'12"E	21.69'
C21	10.62'	25.00'	24°20'32"	N80°12'07"E	10.54'
C22	33.28'	25.00'	76°16'41"	N29°53'30"E	30.88'
C23	20.93'	18.50'	64°49'52"	N24°10'05"E	19.83'
C24	21.21'	13.50'	90°00'00"	S78°24'58"E	19.09'
C25	10.00'	304.00'	1°53'07"	S30°17'33"E	10.00'
C26	32.47'	304.00'	6°07'11"	S26°17'24"E	32.46'

LEGEND

- ⊠ found and accepted aluminum monument as noted
- ○ found and accepted rebar and cap as noted
- ● Set #5 rebar, 24" long, with a 2" aluminum cap, stamped "River City Consultants PLS 18480"
- ◒ set 30mm ø brass disk w/40mm stem & magnet in concrete marked "PLS 18480"
- ◒ set 30mm ø brass disk w/40mm stem & magnet in concrete marked "WC PLS 18480" (witness corner - with distance to actual corner noted)
- △ control point
- • point of tangent, curve or end, no monument set

NOTE: boundary monuments were set in concrete

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

MCLCS ZONE "CVA"
TRANSVERSE MERCATOR PROJECTION
POINT OF ORIGIN (SW01) AND CENTRAL MERIDIAN:
LATITUDE: 39°06'22.72746N
LONGITUDE: 108°32'01.43552W
NORTHING: 50,000FT
EASTING: 100,000FT
SCALE FACTOR: 1.000218181798
PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

GRAPHIC SCALE 1"=20'

0 20 40 60

Lineal Units of Measurement are the U.S. Survey Foot.

BASIS OF BEARINGS

The bearings hereon are grid bearings of the Mesa County SIMSLCS determined by GPS observation on Mesa County Survey Marker #1207 for the center-quarter corner and Mesa County Survey Marker #1211 for the east-quarter corner of Section 19, Township 1 South, Range 1 West of the Ute Meridian.
The bearing of this line is North 84°48'47" East.

SEE SHEET 1 FOR SURVEYOR'S STATEMENT

RED ROCKS HOMES FILING 1

SE¼ Section 19, Township 1 South, Range 1 West, Ute Meridian

Sheet 2 of 2	Date: Apr 11, 2014	Job No. 1219-003
Design:	Drawn: kst	Checked: akt	Approved:

S:\PROJECTS\1219 Red Rocks Pavis Corp\002-Block 5, FIN\SURVEY\Replat.pro

RIVERCITY CONSULTANTS
744 Horizon Court, #110 - Grand Junction, CO 81506 - Phone: 970-241-4722

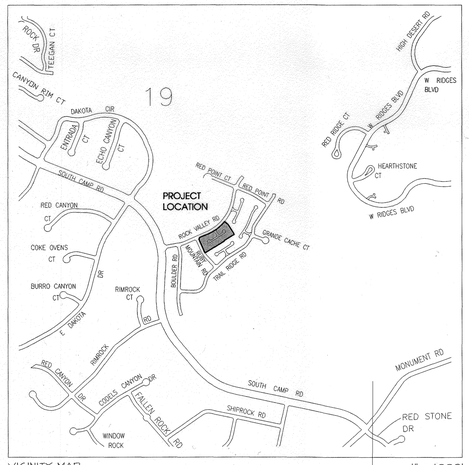
RECEPTION #: 2728517, BK 5741 PG 543 06/25/2015 at 01:45:11 PM, 1 OF 2, R
$20.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

File ID#: PLD-2015-183
Zoning: PD
Not in Floodplain

RED ROCKS HOMES FILING 1

A REPLAT OF BLOCK 1 OF RED ROCKS PATIO HOMES (Rec. No. 2689268)

SE1/4 Section 19, Township 1 South, Range 1 West, Ute Meridian
City of Grand Junction, Mesa County, Colorado



VICINITY MAP 1" = 1000'

LIST OF SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

A: ARC LENGTH OF CURVE
BLM: BUREAU OF LAND MANAGEMENT
C: CENTER
CHBrg: BEARING OF LONG CHORD OF CURVE
E: EAST
Lc: LENGTH OF LONG CHORD OF CURVE
MCSM: MESA COUNTY SURVEY MARKER
MON: MONUMENT
N: NORTH
No: NUMBER
PLS: PROFESSIONAL LAND SURVEYOR
PLSS: PUBLIC LAND SURVEY SYSTEM
P.T.E.: PRIVATE TRAIL EASEMENT
R: RANGE in defining the location in the PLSS
R: RADIUS OF CURVE in defining a curve
Rec: RECEPTION
R.R.V.H.A.I.: Red Rock Valley Homeowners Association, Inc.
R.O.W.: RIGHT-OF-WAY
S: SOUTH
sq ft: SQUARE FEET
T: TOWNSHIP
U.E.: UTILITY EASEMENT
UM: UTE MERIDIAN
W: WEST

AREA & USE SUMMARY

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LOTS to be owned and maintained by lot purchaser	73,233± (1.68 acres)	Development	77.82%
TRACT A to be owned and maintained by R.R.V.H.A.I.	11,972± (0.27 acres)	Roadway & Utilities	12.72%
TRACTS B, C, & D to be owned and maintained by R.R.V.H.A.I.	8,900± (0.20 acres)	Trail & Utilities	9.46%
TOTAL	94,107± (2.160 acres)		100%

RECORDER NOTE: POOR QUALITY DOCUMENT PROVIDED FOR REPRODUCTION

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Red Rocks Real Estate Partners, LLC, a Colorado Limited Liability Company, and Red Rocks Valley Homeowners Association, Inc., are the owners of certain real property in the City of Grand Junction, County of Mesa, State of Colorado, being situated in the southwest quarter of the southeast quarter of Section 19, Township 1 South, Range 1 West of the Ute Meridian, described in Book 5207 at Page 582 (Red Rocks Real Estate Partners, LLC) and Book 4739 at Page 413 (Red Rocks Valley Homeowners Association, Inc.) of the records of the Mesa County Clerk and Recorder, and as shown hereon, said property being more particularly described as follows:

BLOCK 1 and TRACT A OF RED ROCKS PATIO HOMES, Reception Number 2689268, COUNTY OF MESA, STATE OF COLORADO.

Said Owners have by these presents laid out, platted and subdivided the above-described real property into Lots and Tracts as shown hereon, and designates the same as RED ROCKS HOMES Filing 1, in the City of Grand Junction, County of Mesa, State of Colorado, and do hereby make the following dedications and grants:

All Multipurpose Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All Pedestrian Easements are dedicated to the Red R ks Valley Homeowners Association, Inc as perpetual easements for ingress and egress acces se by the members of the Red Rocks Valley Homeowners Association, Inc. for constructing, in ling, maintaining and repairing a trail and for purposes of walking, running, wheelchairs (motor d and nonmotorized), bicycling, and other nonmotorized forms of transportation for commu and recreational purposes with or without pets accompanying them.

All Utility Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, equivalent other public utility providers and appurtenant facilities.

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

A perpetual easement over the private street Tract A is dedicated to the City of Grand Junction for access for services and for enforcement of duly enacted parking regulations and restrictions.

That said Owners certify that all lienholders, if any, are represented hereon.

IN WITNESS WHEREOF said owners have caused their names to be hereunto subscribed.

Red Rocks Real Estate Partners, LLC
a Colorado Limited Liability Company

By: _____
Mike Serra III, Authorized Signatory

Red Rocks Valley Homeowners Association, Inc.

By: _____
Kristin Chalfant, President

State of Colorado)
)ss
County of DENVER)

The foregoing instrument was acknowledged before me this 10th day of June, 2015 by Mike Serra III, Authorized Signatory, on behalf of Red Rocks Real Estate Partners, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal:
My commission expires July 19, 2015
Notary Public

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034029869
MY COMMISSION EXPIRES 07/19/2015

State of Colorado)
)ss
County of DENVER)

The foregoing instrument was acknowledged before me this 10th day of June, 2015 by Kristin Chalfant, President, on behalf of Red Rocks Valley Homeowners Association, Inc.

Witness my hand and official seal:
My commission expires July 19, 2015
Notary Public

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034029869
MY COMMISSION EXPIRES 07/19/2015

Please note: The red address numbers and text have been added digitally to the recorded subdivision plat.

LIENHOLDERS RATIFICATION OF PLAT

The undersigned hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded in Book 5702 Page 542 and in Book 5560 at Page 777 of the public records of Mesa County, Colorado shall be subordinated to the dedication shown hereon. * DEED OF TRUST RECORDED IN BOOK 5207 AT PAGE 614.

In witness whereof, the said corporation has caused these presents to be signed by its Authorized Signatory with the authority of its board of directors this 10th day of June, 2015.

By: _____ For: IRONWOOD CAPITAL, LLC
Title: a Colorado Limited Liability Company

State of Colorado)
)ss
County of Denver)

The foregoing instrument was acknowledged before me this 10th day of June, 2015 by Brian D. Pauls, partner, on behalf of Ironwood Capital, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal:
My commission expires July 19, 2015
Notary Public

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034029869
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TITLE CERTIFICATION

We, Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to Red Rocks Real Estate Partners, LLC, a Colorado Limited Liability Company; AND RED ROCKS VALLEY HOMEOWNERS ASSOCIATION, INC.;
That the current taxes have been paid; * 2015 TAXES NOT YET DUE AND PAYABLE
That all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record;
That all easements, reservations and rights of way of record are shown hereon.

DATE: June 17, 2015

BY: Karen A. Cregolin / LIC. TITLE EXAMINER
Karen A. Cregolin
Land Title Guarantee Company

CITY APPROVAL

This plat of RED ROCKS HOMES FILING 1, a subdivision in the City of Grand Junction, County of Mesa, Colorado, is hereby approved and dedications accepted this 29 day of June, 2015

_____ City Manager

_____ Mayor

SURVEYOR'S STATEMENT

I, Kenneth Scott Thompson, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat of RED ROCKS HOMES FILING 1, a subdivision of a part of the City of Grand Junction, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title. This statement is not a guaranty, either expressed or implied.

Kenneth Scott Thompson,
Colorado PLS 18480

KENNETH SCOTT THOMPSON 18480 18.3 LAND SURVEYOR

STATE OF COLORADO)
)ss
COUNTY OF MESA)

I certify that this instrument was filed in my office at 1:45 o'clock P M., on the 25th day of June 2015 A.D. and was recorded in Book 5741 Page No. 543-544, Reception No. 2728517, Drawer No. A3-83, Fees $20.01.

By: Sheila Reiner, Clerk and Recorder
Rose Tafoya, Deputy

CITY USE BLOCK

Associated Recorded Documents	Book	Page
TRACT A to the R.R.V.H.A.I.	5741	553
TRACTS B, C, & D to the R.R.V.H.A.I.	5741	553

RED ROCKS HOMES FILING 1

SE¼ Section 19, Township 1 South, Range 1 West, Ute Meridian

Sheet 1 of 2	Date: Apr 11, 2014	Job No. 1219-003	
Design:	Drawn: kst	Checked: akt	Approved:

S:\PROJECTS\1219 Red Rocks Pauls Corp\002-Block 5, Fil\SURVEY\Replat.pro

RIVERCITY CONSULTANTS
744 Horizon Court, #110 – Grand Junction, CO 81506 – Phone: 970-241-4722

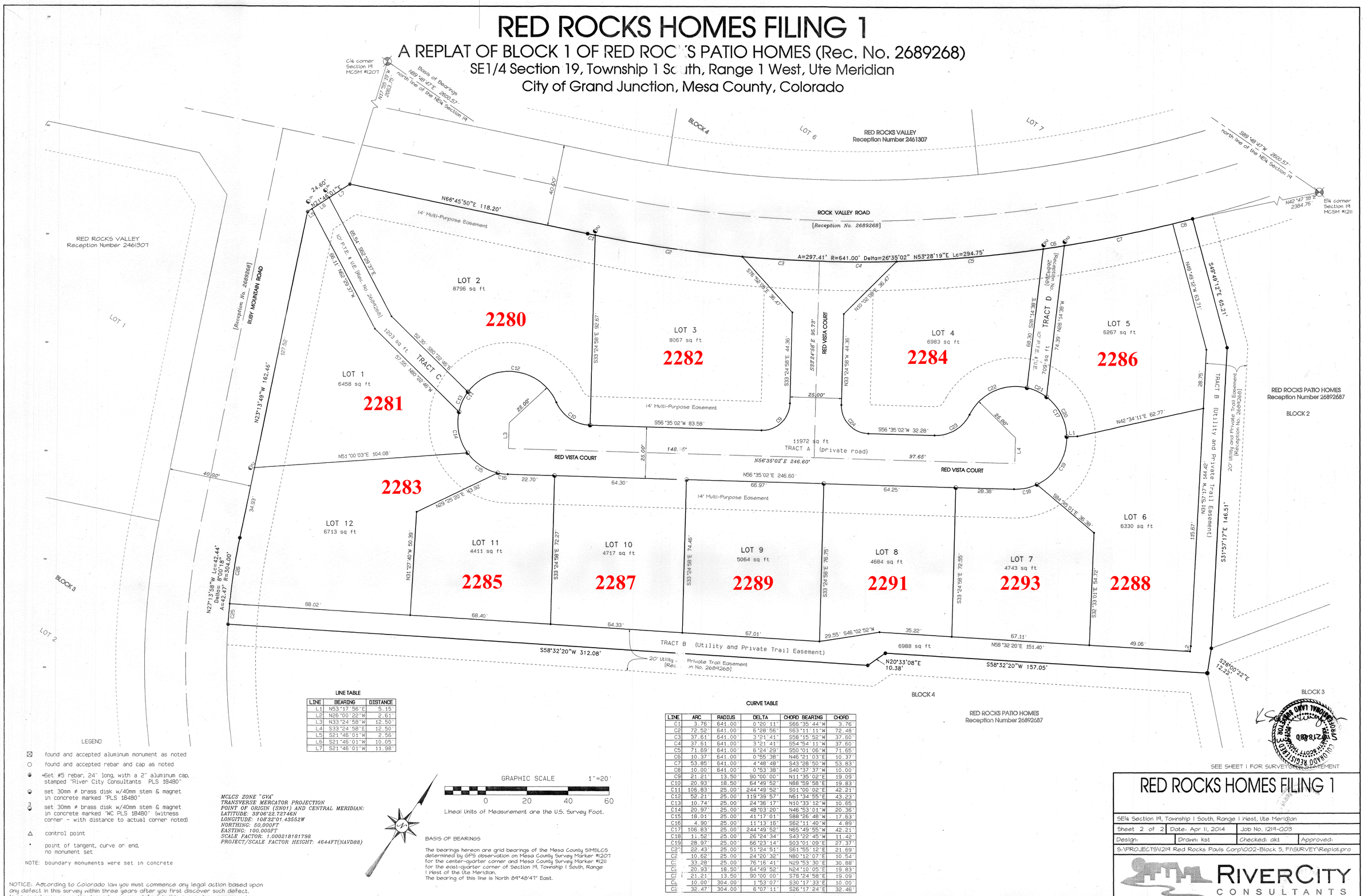
RECEPTION #: 2728517, BK 5741 PG 543 06/25/2015 at 01:45:11 PM, 2 OF 2, R
$20.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

File ID#: PLD-2015-183
Zoning: PD
Not in Floodplain

RED ROCKS HOMES FILING 1

A REPLAT OF BLOCK 1 OF RED ROCKS PATIO HOMES (Rec. No. 2689268)

SE1/4 Section 19, Township 1 South, Range 1 West, Ute Meridian
City of Grand Junction, Mesa County, Colorado



LINE TABLE

LINE	BEARING	DISTANCE
L1	N53°17'56"E	5.15'
L2	N26°00'22"W	2.61'
L3	N33°24'58"W	12.50'
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CURVE TABLE

LINE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD
C1	3.76'	641.00'	0°20'11"	S66°35'44"W	3.76'
C2	72.52'	641.00'	6°28'56"	S63°11'11"W	72.48'
C3	37.61'	641.00'	3°21'41"	S58°15'52"W	37.60'
C4	37.61'	641.00'	3°21'41"	S54°54'11"W	37.60'
C5	71.69'	641.00'	6°24'29"	S50°01'06"W	71.65'
C6	10.37'	641.00'	0°55'38"	N46°21'03"E	10.37'
C7	53.85'	641.00'	4°48'48"	S43°28'50"W	53.83'
C8	10.00'	641.00'	0°53'38"	S40°37'37"W	10.00'
C9	21.21'	13.50'	90°00'00"	N11°35'02"E	19.09'
C10	20.93'	18.50'	64°49'52"	N88°59'58"E	19.83'
C11	106.83'	25.00'	244°49'52"	S01°00'02"E	42.21'
C12	52.21'	25.00'	119°39'57"	N61°34'55"E	43.23'
C13	10.74'	25.00'	24°36'17"	N10°33'12"W	10.65'
C14	20.97'	25.00'	48°03'20"	N46°53'01"W	20.36'
C15	18.01'	25.00'	41°17'01"	S88°26'48"W	17.63'
C16	4.90'	25.00'	11°13'16"	S62°11'40"W	4.89'
C17	106.83'	25.00'	244°49'52"	N65°49'55"W	42.21'
C18	11.52'	25.00'	26°24'34"	S43°22'45"W	11.42'
C19	28.97'	25.00'	66°23'14"	S03°01'09"E	27.37'
C20	22.43'	25.00'	51°24'51"	S61°55'12"E	21.69'
C21	10.62'	25.00'	24°20'32"	N80°12'07"E	10.54'
C22	33.28'	25.00'	76°16'41"	N29°53'30"E	30.88'
C23	20.93'	18.50'	64°49'52"	N24°10'05"E	19.83'
C24	21.21'	13.50'	90°00'00"	S78°24'58"E	19.09'
C25	10.00'	304.00'	1°53'07"	S30°17'33"E	10.00'
C26	32.47'	304.00'	6°07'11"	S26°17'24"E	32.46'

LEGEND

- ⊠ found and accepted aluminum monument as noted
- ○ found and accepted rebar and cap as noted
- ● Set #5 rebar, 24" long, with a 2" aluminum cap, stamped "River City Consultants PLS 18480"
- ◒ set 30mm ø brass disk w/40mm stem & magnet in concrete marked "PLS 18480"
- ◒ set 30mm ø brass disk w/40mm stem & magnet in concrete marked "WC PLS 18480" (witness corner - with distance to actual corner noted)
- △ control point
- • point of tangent, curve or end, no monument set

NOTE: boundary monuments were set in concrete

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

MCLCS ZONE "CVA"
TRANSVERSE MERCATOR PROJECTION
POINT OF ORIGIN (SN01) AND CENTRAL MERIDIAN:
LATITUDE: 39°06'22.72746N
LONGITUDE: 108°32'01.43552W
NORTHING: 50,000FT
EASTING: 100,000FT
SCALE FACTOR: 1.000218181798
PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

GRAPHIC SCALE 1"=20'
0 20 40 60
Lineal Units of Measurement are the U.S. Survey Foot.

BASIS OF BEARINGS

The bearings hereon are grid bearings of the Mesa County SIMSLCS determined by GPS observation on Mesa County Survey Marker #1207 for the center-quarter corner and Mesa County Survey Marker #1211 for the east-quarter corner of Section 19, Township 1 South, Range 1 West of the Ute Meridian.
The bearing of this line is North 84°48'47" East.

SEE SHEET 1 FOR SURVEYOR'S STATEMENT

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 37183 KENNETH A. KOSTAL

RED ROCKS HOMES FILING 1

SE¼ Section 19, Township 1 South, Range 1 West, Ute Meridian

Sheet 2 of 2	Date: Apr 11, 2014	Job No. 1219-003
Design:	Drawn: kst	Checked: akt	Approved:

S:\PROJECTS\1219 Red Rocks Pavis Corp\002-Block 5, FIN\SURVEY\Replat.pro

RIVERCITY CONSULTANTS
744 Horizon Court, #110 - Grand Junction, CO 81506 - Phone: 970-241-4722

RECEPTION#: 2806276, at 7/7/2017 1:12:50 PM, 1 of 6
Recording: $38.00, Sheila Reiner, Mesa County, CO. CLERK AND RECORDER

THIRD SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

This Third Supplemental Declaration to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley (the "Third Supplemental Declaration") is dated this 7th day of July, 2017.

RECITALS

This Third Supplemental Declaration is based upon the following facts:

A. On October 10, 2008, Redlands Valley Cache, LLC, a Colorado limited liability company,(the "original declarant") recorded the Declaration of Covenants, Conditions and Restrictions of Red Rocks Valley Subdivision in the real property records of Mesa County, Colorado at Reception No. 2431312, thereby creating a Planned community known as "Red Rocks Valley" (the Prior Declaration); and,

B. On September 17, 2012, in the real property records of Mesa County, Colorado, the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley (the "Amended Declaration") was recorded at Reception No. 2625703, which amended and restated the Prior Declaration and modified the Property subject to the Amended Declaration. The Amended Declaration was corrected by the First Amendment to the Amended and Restated master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley, recorded on April 20, 2015 at Reception No. 272167 in the real property records of Mesa County, Colorado; and,

C. On April 27, 2015, the First Supplemental Declaration to the Amended Declaration (the "First Supplemental Declaration") was recorded at Reception No. 2721861 in the real property records of Mesa County, Colorado, which annexed additional Lots into the Common Interest Community; and,

D. On June 25, 2015, the Second Supplemental Declaration to the Amended Declaration (the "Second Supplemental Declaration") was recorded at Reception No. 2728519 in the real property records of Mesa County, Colorado, which annexed additional Lots into the Common Interest Community; and

E. The Property subject to the Declaration as of the date of this Third Supplemental Declaration is set forth on Exhibit A, attached hereto and incorporated herein by reference; and,

F. The Original Declarant assigned all of its reserved Declarant Rights under the Original Declaration to Red Rocks Real Estate Partners LLC (the "First Successor Declarant") pursuant to that certain Assignment of Declarant Rights recorded on October 5, 2011 at Reception No. 2586910 in the real property records of Mesa County, Colorado; and

Exhibit K

G. The First Successor Declarant assigned all of its reserved Declarant Rights under the Original Declaration to Conquest Homes LLC, a Colorado limited liability company (the "Declarant") pursuant to that certain Assignment and Assumption of Declarant rights recorded on November 16, 2015 at Reception No. 2743455in the real property records of Mesa County, Colorado; and

H. The Declarant, Conquest Homes LLC, a Colorado limited liability company, now desires to annex additional real property into the Common Interest Community and make such property subject to the Amended Declaration, pursuant to Declarant's reserved right to annex additional property as set forth in Chapter 5, Section 9(b) of the Amended Declaration; and,

I. The Declarant is the owner of the real property proposed to be annexed; and,

J. The real property proposed to be annexed is "Annexable Property" described on Exhibit B to the Amended Declaration, as amended; and,

K. As of the date of this Third Supplemental Declaration, the Declarant is within the time period to exercise its reserved right to annex Annexable Property into the Common Interest Community as provided by Chapter 5, Section 9 of the Amended Declaration.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing, the Declarant hereby exercises its right to Annex the additional real property set forth on Exhibit B, attached hereto and incorporated hereby by this reference (hereafter the "Additional Property"), into the Common Interest Community subject to the following terms and conditions:

1. The Additional Property shall be annexed into the Common Interest Community and made subject to the Amended Declaration and any amendments and supplements thereto, and shall thereby be subject to all the terms, provisions, covenants, conditions, reservations, charges and liens, including assessments, applicable under the Amended Declaration and is expressly subject to all the provisions of the Articles of Incorporation, Bylaws, rules, regulations and guidelines of the Association, except as supplemented herein.

2. The annexation of the Additional Property shall be effective upon recording of this Third Supplemental Declaration in the office of the Clerk and Recorder for Mesa County, Colorado.

3. Upon the recording of this Third Supplemental Declaration, the Allocated Interests of each Lot shall re recalculated pursuant to the formula set forth in Chapter One, Section 3 of the Amended Declaration, and shall thereafter total 1/71, provided that the Allocated Interests will change if additional Lots are subsequently annexed into the Common Interest Community.

4. No Supplemental Map is required because the Additional Property can be identified on the recorded Plats.

5. After the recording of this Third Supplemental Declaration, Declarant shall convey appropriate property to the Red Rocks Valley Homeowners Association, Inc. ("HOA") for trail and utility purposes for the use and benefit of the entire Common Interest Community. Declarant hereby designates this property as Association Properties and Common Elements of the Common Interest

Community, effective upon the recording of the deed or deeds conveying ownership of such property to the HOA. The care, operation, management, maintenance, upkeep, repair, replacement and renovation (collectively "Maintenance") of this property shall be the responsibility of the HOA and shall be a Common Expense of the entire Common Interest Community.

6. After the recording of this Third Supplemental Declaration, Declarant shall convey appropriate Additional Property to the HOA for private street purposes. Declarant hereby designates the property conveyed for private street purposes together with Improvements located upon the Additional Property listed below as "limited common elements" ("LCEs") for the primary use and benefit of the Lots within the Additional Property; Improvements to the additional property shall include 1) any fencing installed by Declarant to separate private trails in the Additional property from the Lots; 2) any perimeter privacy fencing and/or retaining walls installed by Declarant to separate the common areas in the Additional property from the Lots. Property for private street purposes and the foregoing listed Improvements shall collectively be referred to as LCEs.

7. The Maintenance of the LCEs included in this Third Supplemental Declaration, together with the LCEs included in the Second Supplemental Declaration shall be the responsibility of the HOA; provided, however, that the cost for such Maintenance shall be assessed solely against the Lots within the Lots described as Additional property in the Second Supplemental Declaration and the Lots within the Additional Property (the "Collective Additional Property") herein as an "Assessment to Fewer than All Lots" as authorized by Chapter Two, Article IV, Section 8 of the Amended and Restated Declaration (the "LCE Assessment"). The formula for calculating the LCE Assessment against the Lots within the Collective Additional Property shall be equal to a fraction, the numerator of which is 1 and the denominator of which is the total number of Lots that been assigned the primary use of such LCEs by this or future Supplemental Declarations. After the Third Supplemental Declaration, the Allocated Interest for the LCE Assessment shall be 1/25.

8. Any curbing, property boundary markers or other such similar landscaping elements installed or permitted to be installed by Declarant to demarcate the property boundary line between two Lots ("Boundary Markers") shall be jointly owned, maintained and kept in good repair by the Owners of the Lots who share the property boundary. No Owner may remove any Boundary Marker without the prior written consent of the HOA and of the Owner of the adjacent Lot who shares the Boundary Marker.

9. Notwithstanding any contrary provision in the Amended Declaration, no fences shall be constructed, installed, erected or maintained on any Lot within the Additional Property except such fences, in such locations, as were installed or permitted to be installed by the Declarant in its construction of Improvements on the Lots. Notwithstanding the foregoing, small privacy area or dog runs may be permitted with the prior approval of the Architectural Review Committee, subject to any applicable design guidelines adopted by the Architectural Review Committee.

10. Any capitalized term not otherwise defined in the Third Supplemental Declaration shall have the same meaning herein as ascribed to such term in the Amended Declaration.

11. Except as amended and supplemented by this Third Supplemental Declaration, the Amended and Restated Declaration, and any subsequent supplements or amendments, remain in full force and effect in accordance with their terms. If any term or provision of this Third Supplemental Declaration is inconsistent with any term or provision of the Amended Declaration, the term or

provision of this Third Supplemental Declaration shall Control. This Third Supplemental Declaration shall inure to the benefit of and be binding upon the Owners within the Additional Property and their heirs, personal representatives, successors and assigns.

Dated in the date and year first written above.

DECLARANT:

CONQUEST HOMES, LLC, a Colorado
Limited liability Company.

By: Patricia G. Tucker
Its authorized signatory

STATE OF COLORADO)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 7th day of July, 2017, by Patricia G. Tucker, as authorized signatory of CONQUEST HOMES, a Colorado limited liability company, on its behalf.

Witness by hand and official seal.

Notary Public

My commission expires: 8-23-2020

LORNA L DIVINNY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924011491
MY COMMISSION EXPIRES AUGUST 23, 2020

EXHIBIT A

To the
THIRD SUPPLEMENTAL DECLARATION TO THE
AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RED ROCKS VALLEY

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 17, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 4;
LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 6;
TRACTS 1, B, C, D, E, F, G, H, J, K, L, M, T AND U
RED ROCKS VALLEY SUBDIVION, COUNTY OF MESA, STATE OF COLORADO,
According to the plat thereof recorded on October 10, 2008 at Reception No. 2461307 in the real property records of Mesa County, Colorado
AND
LOTS 1 THROUGH 12, INCLUSIVE
RED ROCKS HOMES FILING 1,
COUNTY OF MESA
STATE OF COLORADO
A replat of Block 1 of Red Rocks Patio Homes (Rec No. 2689268) County of Mesa, State of Colorado

ANNEXABLE PROPERTY

BLOCKS 2 THROUGH 4, INCLUSIVE
RED ROCKS PATIO HOMES
According to the plat thereof recorded in the real property records of the County of Mesa, State of Colorado, (Rec. no. 2689268), together with Block 1 Red Rocks Patio Homes, being a replat of LOTS 1 THROUGH 52, INCLUSIVE, BLOCK 5, Red Rocks Valley Subdivision

EXHIBIT B

To the
THIRD SUPPLEMENTAL DECLARATION TO THE
AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RED ROCKS VALLEY

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY BEING ANNEXED:

LOTS 1 THROUGH 13, INCLUSIVE
RED ROCKS HOMES FILING 2,
COUNTY OF MESA
STATE OF COLORADO

A replat of Block 2 of Red Rocks Patio Homes (Rec No. 2689268) County of Mesa, State of Colorado

REC FEE#(S): 3009378, 11/24/2021 12:38:53 PM, 1 of 2
Recording: $23.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

RED ROCKS HOMES FILING 2

A REPLAT OF BLOCK 2 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268)
IN THE SE1/4 OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

DEDICATION AND OWNERSHIP STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

CONQUEST HOMES, LLC, a Colorado limited liability company, is the owner of a parcel as demonstrated by the deed recorded at Reception No. 2743454 in the Office of the Mesa County Clerk and Recorder, said parcel being that certain tract of land in the SE1/4 of Section 19, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, more particularly described as follows:

Block 2, RED ROCKS PATIO HOMES, Reception Number 2689268. City of Grand Junction, County of Mesa, State of Colorado.

Containing approximately 2.13 acres,

Said Owner has by these presents laid out, platted and subdivided the above described real property into Lots, as shown hereon, and designated the same as RED ROCKS HOMES FILING 2, in the City of Grand Junction, County of Mesa, State of Colorado:

All Multipurpose Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All Drainage Easements are granted to the Homeowners Association by separate instrument.

Tracts E, F, and G are granted to the Homeowners Association by separate instrument.

A 2.00' Private Trail Easement to the homeowners association is granted by separate instrument.

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

There are no leinholders of record;

IN WITNESS WHEREOF, said owner has caused his name to be hereunto subscribed this 3rd day of November A.D., 2021

by Darren Caldwell as Member of Conquest Homes, LLC
a Colorado limited liability company

STATE OF COLORADO)
) ss
COUNTY OF MESA)
The foregoing instrument was acknowledged before me this 3rd day of November A.D., 2021
by Darren Caldwell as Member of Conquest Homes, LLC
a Colorado limited liability company

My commission expires: August 23, 2024

WITNESS MY HAND AND OFFICIAL SEAL. Notary Public

LORNA L DIVINNY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924011431
MY COMMISSION EXPIRES AUGUST 23, 2024

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) ss
COUNTY OF MESA)
I hereby certify that this instrument was filed in my office at 12:38 o'clock P.M., this 24 day of November A.D., 2021 and is duly recorded as Reception Number 3009378
inclusive. Drawer No. G3-82

Tina Peters — Clerk and Recorder
Kaitlin Snowden — Deputy
$20.13 — Fees

TITLE CERTIFICATION

Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the Title to the property is vested to Conquest Homes, LLC, a Colorado Limited Liability Company, that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights-of-way of record are shown hereon.

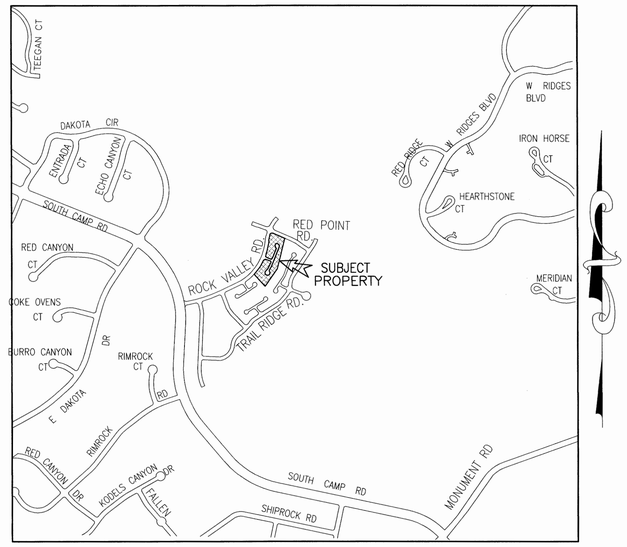
Date: Nov. 8, 2021

By: Karen A Cregin Live Title Ex.
Land Title Guarantee Company
KAREN A. CREGIN

CITY OF GRAND JUNCTION CERTIFICATE OF APPROVAL

Approved this 19 day of November A.D. 2021

Mayor — City Manager



LOCATION MAP

NTS

SURVEYOR'S STATEMENT

I, Jodie L. Grein, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying RED ROCKS HOMES FILING 2, a subdivision of a part of Mesa County, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title.

EXECUTED this 16th day of NOVEMBER, 2021

COLORADO LICENSED
JODIE L. GREIN
11/16/21
38075
PROFESSIONAL LAND SURVEYOR

Jodie L. Grein
Professional Land Surveyor
P.L.S. No. 38075

FOR CITY OF GRAND JUNCTION USE

Amendment to Red Rocks Valley Homeowners Association, Inc. CC&R's: Reception Number 3009380
Drainage Easement: Reception Number 3009381
Private Trail Easement: Reception Number 3009381

All proposed fencing within the subdivision shall be in accordance with Section 21.04.040 (i) (4) of the Zoning and Development Code.

GENERAL NOTES

1. Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is N 89°48'46" E for a distance of 2600.51 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the East 1/4 Corner of Section 19, Township 1 South, Range 1 West, of the Ute Meridian, Mesa County, Colorado.
2. Title information is from Mesa County Real Property Records, and the title commitment from Land Title Guarantee Company, Order Number GJIF65049837, Effective Date 10/20/2021.
3. Private streets are subject to maintenance agreement recorded at Reception Number 2461310.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Exhibit L

Rolland Consulting Engineers, LLC
405 Ridges Blvd. Suite A
Grand Junction, CO 81507
Voice: (970) 243-8300
Fax: (970) 241-1273
www.rcegj.com

RED ROCKS HOMES FILING 2

A REPLAT OF BLOCK 2 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268) IN THE SE1/4 SECTION 19, T1S, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn	Designed	Checked	Proj#	Rv:	Sheet
JLG	JLG	JLG	B9446		1

File Name: C:\PROJECTS\B9446\B9446PLAT.DWG — Date 10/22/21 — Of 2

RECEPTION#: 3009378, at 11/24/2021 12:38:53 PM, 2 of 2
Recording: $23.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

RED ROCKS HOMES FILING 2

A REPLAT OF BLOCK 2 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268)
IN THE SE1/4 OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

LEGEND AND ABBREVIATIONS

- MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR & 2" ALLOY CAP MARKED LS-18480
- SET 1.5" RECESSED COPPER DISK IN CONCRETE MARKED LS-38075 FLUSH WITH GROUND
- SET 2" ALLOY CAP ON NO. 5 REBAR MARKED LS-38075 FLUSH WITH GROUND

MCSM	MESA COUNTY SURVEY MARKER
ROW	RIGHT-OF-WAY
REC. NO.	RECEPTION NUMBER
AVE	AVENUE
CT	COURT
DR	DRIVE
PG	PAGE
PLS	PROFESIONAL LICENSED SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PLS	PROFESSIONAL LAND SURVEYOR
R	RANGE
S.F.	SQUARE FEET
ST	STREET
T	TOWNSHIP
U.M.	UTE MERIDIAN
N.T.S.	NOT TO SCALE

CURVE	ARC LEN	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	6.00'	641.00'	0°32'11"	N 39°54'44" E	6.00'
C2	75.60'	641.00'	6°45'29"	N 36°15'54" E	75.56'
C3	10.01'	641.00'	0°53'42"	N 32°26'20" E	10.01'
C4	69.82'	641.00'	6°14'27"	N 28°52'15" E	69.78'
C5	34.60'	25.00'	79°17'36"	N 07°16'57" W	31.90'
C6	29.50'	25.00'	67°37'11"	N 80°44'21" W	27.82'
C7	42.72'	25.00'	97°55'05"	S 16°29'31" W	37.71'
C8	52.24'	312.50'	9°34'38"	N 27°34'32" E	52.18'
C9	2.17'	312.50'	0°23'51"	N 22°35'17" E	2.17'
C10	6.62'	25.00'	15°10'47"	N 14°47'58" E	6.60'
C11	32.65'	25.00'	74°49'13"	N 30°12'02" W	30.38'
C12	25.48'	25.00'	58°23'12"	S 83°11'46" W	24.39'
C13	10.15'	25.00'	23°15'58"	S 42°22'11" W	10.08'
C14	31.93'	25.00'	73°10'43"	S 05°51'09" E	29.80'
C15	66.86'	641.00'	5°58'34"	N 16°02'27" E	66.83'
C16	70.63'	641.00'	6°18'49"	N 09°53'45" E	70.60'
C17	41.24'	484.00'	4°52'53"	N 09°10'48" E	41.22'
C18	10.87'	484.00'	1°17'12"	N 12°15'50" E	10.87'
C19	45.82'	484.00'	5°25'26"	N 15°37'09" E	45.80'
C20	75.20'	641.00'	6°43'18"	N 22°23'23" E	75.16'
C21	31.01'	580.00'	3°03'49"	S 65°39'39" E	31.01'
C22	3.00'	580.00'	0°17'47"	S 63°58'51" E	3.00'
C23	4.00'	326.50'	0°42'07"	N 23°07'15" E	4.00'
C24	2.17'	326.50'	0°22'49"	N 22°34'47" E	2.17'
C25	2.19'	330.50'	0°22'49"	S 22°34'47" W	2.19'
C26	4.00'	330.50'	0°41'37"	S 23°06'43" W	4.00'
C27	21.75'	39.00'	31°57'28"	N 28°52'56" W	21.47'
C28	13.93'	43.00'	18°33'33"	S 25°05'41" E	13.87'

C 1/4 CORNER SECTION 19 T.1S., R.1W., U.M. MCSM NO. 1207

N 41°17'31" W 1740.64'

NORTH LINE SE1/4 SEC. 19

N 89°48'46" E 2600.51' BASIS OF BEARINGS

E 1/4 CORNER SECTION 19 T.1S., R.1W., U.M. MCSM NO. 1211

ROCK VALLEY ROAD 40.00' RIGHT-OF-WAY REC. NO. 2461307

RED POINT ROAD 40.00' RIGHT-OF-WAY REC. NO. 2461307

RED WASH COURT

RED ROCKS VALLEY HOMEOWNERS ASSOCIATION INC. REC. NO. 2992023

BLOCK 3 RED ROCKS PATIO HOMES REC. NO. 2689268 REC. NO. 2743454

RED ROCKS HOMES FILING 1 REC. NO. 2728517

RED ROCKS HOMES FILING 1 REC. NO. 2728517

RED ROCKS HOMES FILING 1 REC. NO. 2728517

LOT 13 7,539 S.F.

LOT 14 8,549 S.F.

LOT 15 9,363 S.F.

LOT 16 8,362 S.F.

LOT 17 4,425 S.F.

LOT 18 4,618 S.F.

LOT 19 4,692 S.F.

LOT 20 4,764 S.F.

LOT 21 5,113 S.F.

LOT 22 5821 S.F.

LOT 23 7604 S.F.

LOT 24 7,862 S.F.

LOT 25 8,394 S.F.

TRACT E 831 S.F.

TRACT F 1,009 S.F.

TRACT G 4,016 S.F.

RAD. 641.00' ARC LEN. 161.43' DELTA 14°25'47" CHORD BRG N 32°57'56" E CHORD LEN. 161.01'

RAD. 641.00' ARC LEN. 137.49' DELTA 12°17'23" CHORD BRG N 12°53'03" E CHORD LEN. 137.23'

RAD. 484.00' ARC LEN. 97.92' DELTA 11°35'31" CHORD BRG N 12°32'07" E CHORD LEN. 97.75'

RAD. 287.50' ARC LEN. 50.05' DELTA 9°58'29" CHORD BRG S 27°22'37" W CHORD LEN. 49.99'

RAD. 312.50' ARC LEN. 54.40' DELTA 9°58'29" CHORD BRG N 27°22'37" E CHORD LEN. 54.33'

RAD. 580.00' ARC LEN. 34.01' DELTA 3°21'36" CHORD BRG S 65°30'45" E CHORD LEN. 34.01'

RAD. 13.50' ARC LEN. 21.21' DELTA 90°00'00" CHORD BRG S 22°36'38" E CHORD LEN. 19.09'

RAD. 13.50' ARC LEN. 21.21' DELTA 90°00'00" CHORD BRG S 67°23'22" W CHORD LEN. 19.09'

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RAD. 25.00' ARC LEN. 106.83' DELTA 244°49'52" CHORD BRG S 79°58'26" W, CHORD LEN. 42.21'

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14' MULTI-PURPOSE EASEMENT REC. NO. 2461307

14' MULTI-PURPOSE EASEMENT REC. NO. 2689268

10.00' PRIVATE TRAIL EASEMENT AND UTILITY EASEMENT REC. NO. 2461307 & REC. NO. 2689268

2.00' PRIVATE TRAIL EASEMENT BY SEPARATE INSTRUMENT

10.00' PRIVATE TRAIL EASEMENT REC. NO. 2689268

10.00' DRAINAGE EASEMENT BY SEPARATE DOCUMENT

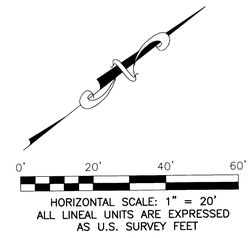
MULTI-PURPOSE EASEMENT DEDICATED HEREON

20' UTILITY AND PRIVATE TRAIL EASEMENT RECEPTION NUMBER 2689268

5.00' DRAINAGE EASEMENT ACROSS LOTS 17 - 23 BY SEPARATE DOCUMENT.

5.00' DRAINAGE EASEMENT BY SEPARATE DOCUMENT

DETAIL N.T.S.



HORIZONTAL SCALE: 1" = 20'
ALL LINEAL UNITS ARE EXPRESSED AS U.S. SURVEY FEET

AREA SUMMARY

DESCRIPTION	ACRES	SQUARE FEET	PERCENT
TRACT E	0.02	831	0.89%
TRACT F	0.02	1,009	1.09%
TRACT G	0.09	4,016	4.32%
LOTS 13-25	2.00	87,105	93.70%
TOTAL	2.13	92,961	100.00%

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

GENERAL NOTES

1. Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is N 89°48'46" E for a distance of 2600.51 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the East 1/4 Corner of Section 19, Township 1 South, Range 1 West, of the Ute Meridian, Mesa County, Colorado.
2. Title information is from Mesa County Real Property Records, and the title commitment from Land Title Guarantee Company, Order Number GJF65049837, Effective Date 10/20/2021.

SURVEYOR'S STATEMENT

I, Jodie L. Grein, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying RED ROCKS HOMES FILING 2, a subdivision of a part of Mesa County, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title.

EXECUTED this 16th day of NOVEMBER, 2021

COLORADO LICENSED JODIE L. GREIN 38075 PROFESSIONAL LAND SURVEYOR

Jodie L. Grein
Professional Land Surveyor
P.L.S. No. 38075

Rolland Consulting Engineers, LLC
405 Ridges Blvd. Suite A
Grand Junction, CO 81507
Voice: (970) 243-8300
Fax: (970) 241-1273
www.rcegj.com

RED ROCKS HOMES FILING 2

A REPLAT OF BLOCK 2 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268) IN THE SE1/4 SECTION 19, T1S, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn	Designed	Checked	Proj#	Rv:	Sheet
JLG	JLG	JLG	B9446		2

File Name: C:\PROJECTS\B9446\B9446PLAT.DWG | Date 10/22/21 | Of 2

RECEPTION#: 3009378, at 11/24/2021 12:38:53 PM, 1 of 2
Recording: $23.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

File ID#: PLD-2020-694
Zoning: PD (see special setbacks)
Not In Floodplain

RED ROCKS HOMES FILING 2

A REPLAT OF BLOCK 2 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268) IN THE SE1/4 OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 WEST, OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

DEDICATION AND OWNERSHIP STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

CONQUEST HOMES, LLC, a Colorado limited liability company, is the owner of a parcel as demonstrated by the deed recorded at Reception No. 2743454 in the Office of the Mesa County Clerk and Recorder, said parcel being that certain tract of land in the SE1/4 of Section 19, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, more particularly described as follows:

Block 2, RED ROCKS PATIO HOMES, Reception Number 2689268. City of Grand Junction, County of Mesa, State of Colorado.

Containing approximately 2.13 acres,

Said Owner has by these presents laid out, platted and subdivided the above described real property into Lots, as shown hereon, and designated the same as RED ROCKS HOMES FILING 2, in the City of Grand Junction, County of Mesa, State of Colorado:

All Multipurpose Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All Drainage Easements are granted to the Homeowners Association by separate instrument.

Tracts E, F, and G are granted to the Homeowners Association by separate instrument.

A 2.00' Private Trail Easement to the homeowners association is granted by separate instrument.

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

There are no leinholders of record;

IN WITNESS WHEREOF, said owner has caused his name to be hereunto subscribed this 3rd day of November A.D., 2021

Darren Caldwell

by Darren Caldwell as Member of Conquest Homes, LLC
a Colorado limited liability company

STATE OF COLORADO)
) ss
COUNTY OF MESA)
The foregoing instrument was acknowledged before me this 3rd day of November A.D., 2021
by Darren Caldwell as Member of Conquest Homes, LLC
a Colorado limited liability company

My commission expires: August 23, 2024

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public Lorna L. Divinny

LORNA L DIVINNY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924011431
MY COMMISSION EXPIRES AUGUST 23, 2024

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) ss
COUNTY OF MESA)
I hereby certify that this instrument was filed in my office at 12:38 o'clock P.M., this 24 day of November A.D., 2021 and is duly recorded as Reception Number 3009378
inclusive. Drawer No. CG-82

Tina Peters — Clerk and Recorder
Kathi Snover — Deputy
$20.13 — Fees

TITLE CERTIFICATION

Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the Title to the property is vested to Conquest Homes, LLC, a Colorado Limited Liability Company, that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights-of-way of record are shown hereon.

Date: Nov. 8, 2021

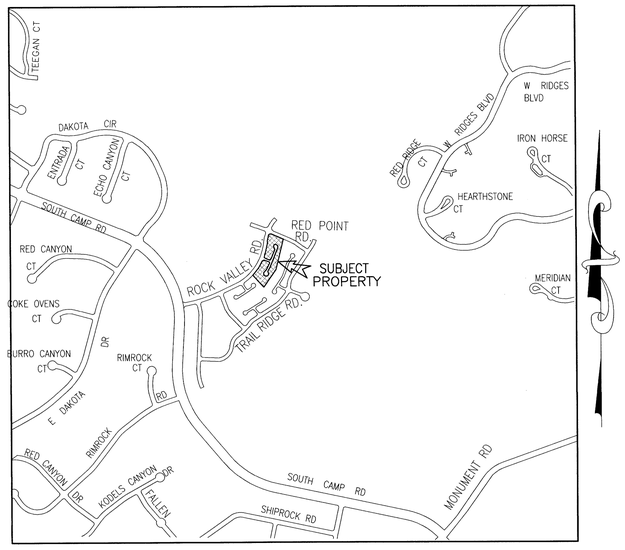
by: Karen A Cregin /sue Title Ex.
Land Title Guarantee Company
KAREN A. CREGIN

CITY OF GRAND JUNCTION CERTIFICATE OF APPROVAL

Approved this 19 day of November A.D. 2021

Mayor C.B. McDaniel

City Manager Greg Lanning



LOCATION MAP
NTS

SURVEYOR'S STATEMENT

I, Jodie L. Grein, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying RED ROCKS HOMES FILING 2, a subdivision of a part of Mesa County, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title.

EXECUTED this 16th day of NOVEMBER, 2021

COLORADO LICENSED
JODIE L. GREIN
11/16/21
38075
PROFESSIONAL LAND SURVEYOR

Jodie L. Grein
Professional Land Surveyor
P.L.S. No. 38075

FOR CITY OF GRAND JUNCTION USE

Amendment to Red Rocks Valley Homeowners Association, Inc. CC&R's: Reception Number 3009380
Drainage Easement: Reception Number 3009381
Private Trail Easement: Reception Number 3009381

All proposed fencing within the subdivision shall be in accordance with Section 21.04.040 (i) (4) of the Zoning and Development Code.

GENERAL NOTES

1. Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is N 89°48'46" E for a distance of 2600.51 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the East 1/4 Corner of Section 19, Township 1 South, Range 1 West, of the Ute Meridian, Mesa County, Colorado.
2. Title information is from Mesa County Real Property Records, and the title commitment from Land Title Guarantee Company, Order Number GJIF65049837, Effective Date 10/20/2021.
3. Private streets are subject to maintenance agreement recorded at Reception Number 2461310.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Please note: The red address numbers and text have been added digitally to the recorded subdivision plat.

Rolland Consulting Engineers, LLC
405 Ridges Blvd. Suite A
Grand Junction, CO 81507
Voice: (970) 243-8300
Fax: (970) 241-1273
www.rcegj.com

RED ROCKS HOMES FILING 2

A REPLAT OF BLOCK 2 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268) IN THE SE1/4 SECTION 19, T1S, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn	Designed	Checked	Proj#	Rv:	Sheet
JLG	JLG	JLG	B9446		1

File Name: C:\PROJECTS\B9446\B9446PLAT.DWG | Date 10/22/21 | Of 2

RECEPTION#: 3009378, at 11/24/2021 12:38:53 PM, 2 of 2
Recording: $23.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

File ID#: PLD-2020-694
Zoning: PD (see special setbacks)
Not In Floodplain

RED ROCKS HOMES FILING 2

A REPLAT OF BLOCK 2 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268)
IN THE SE1/4 OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

SETBACKS (from property lines; see ordinance)
Front: 20'
Sides and Rear: 3'
Between Structures: 10'

LEGEND AND ABBREVIATIONS

- MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR & 2" ALLOY CAP MARKED LS-18480
- SET 1.5" RECESSED COPPER DISK IN CONCRETE MARKED LS-38075 FLUSH WITH GROUND
- SET 2" ALLOY CAP ON NO. 5 REBAR MARKED LS-38075 FLUSH WITH GROUND

MCSM	MESA COUNTY SURVEY MARKER
ROW	RIGHT-OF-WAY
REC. NO.	RECEPTION NUMBER
AVE	AVENUE
CT	COURT
DR	DRIVE
PG	PAGE
PLS	PROFESIONAL LICENSED SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PLS	PROFESSIONAL LAND SURVEYOR
R	RANGE
S.F.	SQUARE FEET
ST	STREET
T	TOWNSHIP
U.M.	UTE MERIDIAN
N.T.S.	NOT TO SCALE

CURVE	ARC LEN	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	6.00'	641.00'	0°32'11"	N 39°54'44" E	6.00'
C2	75.60'	641.00'	6°45'29"	N 36°15'54" E	75.56'
C3	10.01'	641.00'	0°53'42"	N 32°26'20" E	10.01'
C4	69.82'	641.00'	6°14'27"	N 28°52'15" E	69.78'
C5	34.60'	25.00'	79°17'36"	N 07°16'57" W	31.90'
C6	29.50'	25.00'	67°37'11"	N 80°44'21" W	27.82'
C7	42.72'	25.00'	97°55'05"	S 16°29'31" W	37.71'
C8	52.24'	312.50'	9°34'38"	N 27°34'32" E	52.18'
C9	2.17'	312.50'	0°23'51"	N 22°35'17" E	2.17'
C10	6.62'	25.00'	15°10'47"	N 14°47'58" E	6.60'
C11	32.65'	25.00'	74°49'13"	N 30°12'02" W	30.38'
C12	25.48'	25.00'	58°23'12"	S 83°11'46" W	24.39'
C13	10.15'	25.00'	23°15'58"	S 42°22'11" W	10.08'
C14	31.93'	25.00'	73°10'43"	S 05°51'09" E	29.80'
C15	66.86'	641.00'	5°58'34"	N 16°02'27" E	66.83'
C16	70.63'	641.00'	6°18'49"	N 09°53'45" E	70.60'
C17	41.24'	484.00'	4°52'53"	N 09°10'48" E	41.22'
C18	10.87'	484.00'	1°17'12"	N 12°15'50" E	10.87'
C19	45.82'	484.00'	5°25'26"	N 15°37'09" E	45.80'
C20	75.20'	641.00'	6°43'18"	N 22°23'23" E	75.16'
C21	31.01'	580.00'	3°03'49"	S 65°39'39" E	31.01'
C22	3.00'	580.00'	0°17'47"	S 63°58'51" E	3.00'
C23	4.00'	326.50'	0°42'07"	N 23°07'15" E	4.00'
C24	2.17'	326.50'	0°22'49"	N 22°34'47" E	2.17'
C25	2.19'	330.50'	0°22'49"	S 22°34'47" W	2.19'
C26	4.00'	330.50'	0°41'37"	S 23°06'43" W	4.00'
C27	21.75'	39.00'	31°57'28"	N 28°52'56" W	21.47'
C28	13.93'	43.00'	18°33'33"	S 25°05'41" E	13.87'

ROCK VALLEY ROAD
40.00' RIGHT-OF-WAY
REC. NO. 2461307

RED POINT ROAD
40.00' RIGHT-OF-WAY
REC. NO. 2461307

RED WASH COURT

C 1/4 CORNER
SECTION 19
T.1S., R.1W., U.M.
MCSM NO. 1207

E 1/4 CORNER
SECTION 19
T.1S., R.1W., U.M.
MCSM NO. 1211

N 89°48'46" E 2600.51'
BASIS OF BEARINGS

NORTH LINE SE1/4 SEC. 19

N 41°17'31" W 1740.64'

327 Red Point Rd — LOT 15, 9,363 S.F.
2291 Rock Valley Rd — LOT 14, 8,549 S.F.
2289 Rock Valley Rd — LOT 13, 7,539 S.F.
2287 Rock Valley Rd — LOT 25, 8,394 S.F.
2285 Rock Valley Rd — LOT 24, 7,862 S.F.
2281 — LOT 23, 7604 S.F.
2283 — LOT 22, 5821 S.F.
2285 — LOT 21, 5,113 S.F.
2287 — LOT 20, 4,764 S.F.
2289 — LOT 19, 4,692 S.F.
2291 — LOT 18, 4,618 S.F.
2293 — LOT 17, 4,425 S.F.
LOT 16, 8,362 S.F.
325 Red Point Rd

TRACT E, 831 S.F.
TRACT F, 1,009 S.F.
TRACT G, 4,016 S.F.

RED ROCKS VALLEY HOMEOWNERS ASSOCIATION INC. REC. NO. 2992023

BLOCK 3
RED ROCKS PATIO HOMES
REC. NO. 2689268
REC. NO. 2743454

RED ROCKS HOMES FILING 1 REC. NO. 2728517 — LOT 5
RED ROCKS HOMES FILING 1 REC. NO. 2728517 — LOT 6

14' MULTI-PURPOSE EASEMENT REC. NO. 2461307
10.00' PRIVATE TRAIL EASEMENT AND UTILITY EASEMENT REC. NO. 2461307 & REC. NO. 2689268
2.00' PRIVATE TRAIL EASEMENT BY SEPARATE INSTRUMENT
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5.00' DRAINAGE EASEMENT BY SEPARATE DOCUMENT
5.00' DRAINAGE EASEMENT ACROSS LOTS 17 - 23 BY SEPARATE DOCUMENT.
MULTI-PURPOSE EASEMENT DEDICATED HEREON
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DETAIL N.T.S.

0' 20' 40' 60'
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EXECUTED this 16th day of NOVEMBER, 2021

COLORADO LICENSED JODIE L. GREIN 11/16/21 38075 PROFESSIONAL LAND SURVEYOR

Jodie L. Grein
Professional Land Surveyor
P.L.S. No. 38075

Rolland Consulting Engineers, LLC
405 Ridges Blvd. Suite A
Grand Junction, CO 81507
Voice: (970) 243-8300
Fax: (970) 241-1273
www.rcegj.com

RED ROCKS HOMES FILING 2

A REPLAT OF BLOCK 2 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268) IN THE SE1/4 SECTION 19, T1S, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn	Designed	Checked	Proj#	Rv:	Sheet
JLG	JLG	JLG	B9446		2

File Name: C:\PROJECTS\B9446\B9446PLAT.DWG | Date 10/22/21 | Of 2

RECEPTION#: 3009379, at 11/24/2021 12:38:53 PM, 1 of 1
Recording: $13.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

File ID#: PLD-2020-694
Zoning: PD (see special setbacks)
Not In Floodplain

RED ROCKS HOMES FILING 2

A REPLAT OF BLOCK 2 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268) IN THE SE1/4 OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 WEST, OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

LEGEND AND ABBREVIATIONS

- MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR & 2" ALLOY CAP MARKED LS-18480
- FOUND 5/8" REBAR & 2" ALLOY CAP MARKED LS-21358
- SET 1.5" RECESSED COPPER DISK IN CONCRETE MARKED LS-38075 FLUSH WITH GROUND
- SET 2" ALLOY CAP ON NO. 5 REBAR MARKED LS-38075 FLUSH WITH GROUND

MCSM	MESA COUNTY SURVEY MARKER
ROW	RIGHT-OF-WAY
REC. NO.	RECEPTION NUMBER
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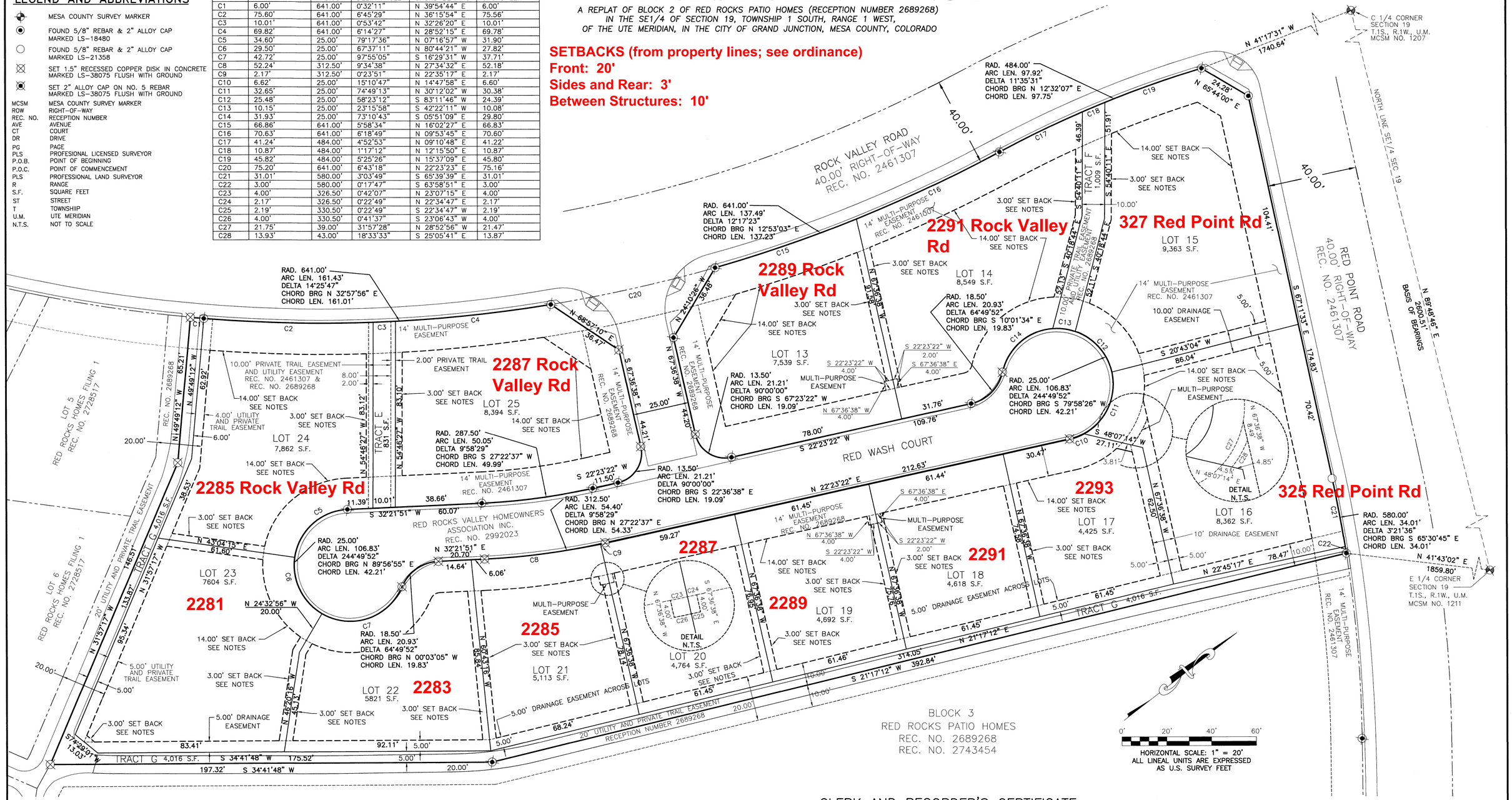
CT	COURT
DR	DRIVE
PG	PAGE
PLS	PROFESIONAL LICENSED SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PLS	PROFESSIONAL LAND SURVEYOR
R	RANGE
S.F.	SQUARE FEET
ST	STREET
T	TOWNSHIP
U.M.	UTE MERIDIAN
N.T.S.	NOT TO SCALE

CURVE	ARC LEN	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	6.00'	641.00'	0°32'11"	N 39°54'44" E	6.00'
C2	75.60'	641.00'	6°45'29"	N 36°15'54" E	75.56'
C3	10.01'	641.00'	0°53'42"	N 32°26'20" E	10.01'
C4	69.82'	641.00'	6°14'27"	N 28°52'15" E	69.78'
C5	34.60'	25.00'	79°17'36"	N 07°16'57" W	31.90'
C6	29.50'	25.00'	67°37'11"	N 80°44'21" W	27.82'
C7	42.72'	25.00'	97°55'05"	S 16°29'31" W	37.71'
C8	52.24'	312.50'	9°34'38"	N 27°34'32" E	52.18'
C9	2.17'	312.50'	0°23'51"	N 22°35'17" E	2.17'
C10	6.62'	25.00'	15°10'47"	N 14°47'58" E	6.60'
C11	32.65'	25.00'	74°49'13"	N 30°12'02" W	30.38'
C12	25.48'	25.00'	58°23'12"	S 83°11'46" W	24.39'
C13	10.15'	25.00'	23°15'58"	S 42°22'11" W	10.08'
C14	31.93'	25.00'	73°10'43"	S 05°51'09" E	29.80'
C15	66.86'	641.00'	5°58'34"	N 16°02'27" E	66.83'
C16	70.63'	641.00'	6°18'49"	N 09°53'45" E	70.60'
C17	41.24'	484.00'	4°52'53"	N 09°10'48" E	41.22'
C18	10.87'	484.00'	1°17'12"	N 12°15'50" E	10.87'
C19	45.82'	484.00'	5°25'26"	N 15°37'09" E	45.80'
C20	75.20'	641.00'	6°43'18"	N 22°23'23" E	75.16'
C21	31.01'	580.00'	3°03'49"	S 65°39'39" E	31.01'
C22	3.00'	580.00'	0°17'47"	S 63°58'51" E	3.00'
C23	4.00'	326.50'	0°42'07"	N 23°07'15" E	4.00'
C24	2.17'	326.50'	0°22'49"	N 22°34'47" E	2.17'
C25	2.19'	330.50'	0°22'49"	S 22°34'47" W	2.19'
C26	4.00'	330.50'	0°41'37"	S 23°06'43" W	4.00'
C27	21.75'	39.00'	31°57'28"	N 28°52'56" W	21.47'
C28	13.93'	43.00'	18°33'33"	S 25°05'41" E	13.87'

SETBACKS (from property lines; see ordinance)
Front: 20'
Sides and Rear: 3'
Between Structures: 10'



HORIZONTAL SCALE: 1" = 20'
ALL LINEAL UNITS ARE EXPRESSED AS U.S. SURVEY FEET

AREA SUMMARY

DESCRIPTION	ACRES	SQUARE FEET	PERCENT
TRACT E	0.02	831	0.89%
TRACT F	0.02	1,009	1.09%
TRACT G	0.09	4,016	4.32%
LOTS 13-25	2.00	87,105	93.70%
TOTAL	2.13	92,961	100.00%

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

GENERAL NOTES

1. Perimeter patio homes may take access from public roads including Rock Valley Road, Red Point Road, Trail Ridge Road, and Ruby Mountain Road.
2. The front yard setback shall be a minimum of 20 feet for the garage portion of the principle structure and 14 ft for the remainder of the principle structure.
3. Side and Rear Yard setbacks shall be a minimum of 3 feet from the property line, with a minimum setback of 10 feet from adjacent lot principle structures.
4. No accessory structures are allowed.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) ss
COUNTY OF MESA)

I hereby certify that this instrument was filed in my office at 12:38 o'clock P .M., this 24 day of November A.D., 2021 and is duly recorded as Reception Number 3009379 inclusive. Drawer No. G3-83

Tina Peters — Clerk and Recorder
Kaitlin Sroven — Deputy
$10, $3 — Fees

Rolland Consulting Engineers, LLC
405 Ridges Blvd. Suite A
Grand Junction, CO 81507
Voice: (970) 243-8300
Fax: (970) 241-1273
www.rcegj.com

RED ROCKS HOMES FILING 2

SITE PLAN

Drawn	Designed	Checked	Proj#	Rv:	Sheet
COM	ESS	ESS	B9446		1

File Name: C:\PROJECTS\B9446\B9446-Site Plan-F2.DWG | Date 11/18/21 | Of 1

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4995

AN ORDINANCE AMENDING ORDINANCE NO. 4109 & 4511 FOR THE RED ROCKS VALLEY PLANNED DEVELOPMENT RESIDENTIAL SUBDIVISION REVISING THE PROPOSED PHASING SCHEDULE AND CLARIFYING SETBACKS AND ALLOWED ACCESS FOR THE PATIO HOME AREA

LOCATED APPROXIMATELY ½ MILE WEST OF MONUMENT ROAD ON THE NORTH SIDE OF SOUTH CAMP ROAD

Recitals:

The Applicants, Conquest Homes LLC and Surf View Development Co, wish to amend the Red Rocks Valley Planned Development residential subdivision. The Red Rocks Valley residential development plan consists of 155 proposed residential units, common areas, and private drives on the 139.87-acre property. The Planned Development is partially developed, with undeveloped areas still remaining.

The purpose of this Ordinance is to extend the phasing schedule for the Red Rocks Valley Planned Development provided in Ordinance No. 4109 and subsequently amended in Ordinance No. 4511. In addition, this Ordinance will eliminate references to building envelopes and amend setbacks for future patio homes. Lastly, this Ordinance will allow patio homes to have the option of taking access from exterior public roads instead of private drives.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the amendment for the Red Rocks Valley Planned Development.

The City Council finds that the review criteria for the Planned Development that were established at the time Ordinance No. 4109 was adopted are still applicable and are still met and that the establishment thereof is not affected by the proposed amendments.

The City Council finds that the amendments are reasonable in light of current market conditions and economic feasibility of the project and are in the best interests of the community.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The development phasing schedule established by Ordinance No. 4109 & 4511 is amended as follows:

Remaining Phases are to be Final Platted by December 31, 2029.

Patio Homes: The requirements and setback standards for the patio home area (known as the Red Rocks Patio Homes subdivision) are as follows: The front yard setback shall be a

minimum of 20 feet for the garage portion of a principal structure and 14 feet for the remainder of the principal structure. Side and rear yard setbacks shall be a minimum of 3 feet from the property line, with a minimum setback of 10 feet from adjacent lot principal structures. No structures shall be placed within easements. No recorded site plans reflecting building footprints shall be required at time of final platting. No accessory structures will be allowed. Perimeter patio homes may take access from public roads including Rock Valley Road, Red Point Road, Trail Ridge Road, and Ruby Mountain Road. Driveway locations will be reviewed at time of planning clearance to determine proper driveway spacing.

Introduced on first reading this 17th day of March 2021 and ordered published in pamphlet form.

Adopted on second reading this 7th day of April 2021 and ordered published in pamphlet form.

ATTEST:

W Winkelmann
City Clerk

C.B. Peterson
Mayor

CITY OF GRAND JUNCTION COLORADO

I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4995 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 17th day of March 2021 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 7th day of April 2021, at which Ordinance No. 4995 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 9th day of April 2021.

Deputy City Clerk

Published: March 19, 2021
Published: April 09, 2021
Effective: May 09, 2021

RECEPTION#: 3009380, at 11/24/2021 12:38:53 PM, 1 of 5
Recording: $33.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

FIRST AMENDMENT TO THIRD SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

This First Amendment to Third Supplemental Declaration to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley ("First Amendment") is effective the 3rd day of November, 2021.

RECITALS

A. On July 7, 2017, Conquest Homes, LLC, a Colorado limited liability company ("Declarant"), recorded a Third Supplemental Declaration to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley in the real property records of Mesa County, Colorado at Reception No. 2806276 (the "Third Supplemental Declaration"). Capitalized terms in this First Amendment have the same meanings as in the Third Supplemental Declaration unless otherwise defined in this First Amendment.

B. Declarant is the owner of all of the Lots subject to the Third Supplemental Declaration.

C. Exbibit A of the Third Supplemental Declaration erroneously described the property subject to the Declaration on the date of the Third Amendment.

D. Exbibit B of the Third Supplemental Declaration erroneously described the Additional Property to be annexed into the Common Interest Community.

E. Declarant wishes to correct the errors in the legal descriptions in Exhibit A and Exhibit B and to make additional changes to the Third Supplemental Declaration.

F. Declarant also wishes to subject the Lots within the Additional Property to additional terms, conditions and restrictions.

NOW THEREFORE, in consideration of the foregoing, Declarant hereby amends the Third Supplemental Declaration and declares that:

AMENDMENTS

1. Exhibit A of the Third Supplemental Declaration is amended and replaced in its entirety with the attached and incorporated Exhibit A.

2. Exhibit B of the Third Supplemental Declaration is amended and replaced in its entirety with the attached and incorporated Exhibit B.

Exhibit M

3. Paragraph 6 of the Third Supplemental Declaration is deleted in its entirety and replaced with the following:

> 6. Declarant designates the Improvements located upon the Additional Property as "limited common elements" ("LCEs") for the primary use and benefit of the Lots within the Additional Property. Improvements to the Additional Property shall include (a) any fencing installed by Declarant to separate private trails in the Additional Property from the Lots, (b) any perimeter privacy fencing and/or retaining walls installed by Declarant to separate the common areas in the Additional Property from the Lots, and (c) the storm drains located on the Additional Property; provided, however, that the Owners of Lots where a storm drain grate is located shall be responsible for keeping the inlet to the grate free from debris. In addition to the foregoing listed Improvements, property for private street purposes are also LCEs.

4. In addition to and not in lieu of the prohibitions against nuisances and sounds set forth in Chapter Four, Article I of the Amended Declaration, because of the smaller size of the Lots and the close proximity of the building envelopes within the Additional Property, no trampolines, basketball hoops, throw nets, batting cages, soccer goals, or similar sporting equipment of any nature, nor any wood burning fire pits, shall be permitted on any Lot within the Additional Property.

5. For all landscaping within the front yard area of a Lot within the Additional Property, the Owner of the Lot must submit a landscaping plan showing the dimensions of the project, plant number and type, and watering requirements to the Architectural Review Committee in accordance with Chapter Two, Article III of the Amended Declaration. Notwithstanding the foregoing, however, Declarant and its affiliates and successors shall not be required to obtain Architectural Review Committee approval for any landscaping installed by Declarant within the Additional Property.

6. Grass lawns are prohibited on all Lots within the Additional Property. Owners may use xeriscaping or drought-tolerant vegetative landscapes to provide ground covering on their Lots, subject to design or aesthetic guidelines or rules that may be adopted by the Architectural Review Committee from time to time that regulate the type, number, and placement of drought-tolerant plantings and hardscapes that may be installed on these Lots.

7. Each Owner shall maintain all landscaping on their Lot. Notwithstanding the foregoing, however, the Association shall have the authority to maintain all landscaping in the front yard area of each Lot (as determined by the Architectural Review Committee in its reasonable discretion in the event there is any ambiguity as to what constitutes a front yard area), if so requested by Declarant or a majority of the Owners of the Lots within the Additional Property. The fee for maintaining such landscaping in the front yard area shall be determined by the Executive Board and included in the annual budget prepared by the Executive Board. This landscaping fee shall be included in the annual assessment levied against each Lot.

8. The Association shall have no obligation to maintain any custom landscaping approved by the Architectural Review Committee unless the Executive Board agrees, in writing, to include the custom landscaping as a maintenance obligation of the Association, with the added requirement that it shall determine the additional costs, if any, that the Lot shall be assessed for additional maintenance and/or water that may be required for that Lot as a result of the custom landscaping. If the Executive Board does not agree, then the landscaping plan shall be denied.

IN ALL OTHER RESPECTS the Third Supplemental Declaration shall remain as written.

CONQUEST HOMES, LLC,
a Colorado limited liability company

Darren Caldwell, Member

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the 3rd day of November, 2021 by Darren Caldwell, Member of Conquest Homes, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
My commission expires: 8-23-2024

LORNA L DIVINNY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924011431
MY COMMISSION EXPIRES AUGUST 23, 2024

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 17, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 9, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 4;
LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 6;
TRACTS A, B, C, D, E, F, G, H, J, K, L, M, T AND U
RED ROCKS VALLEY SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO,
According to the plat thereof recorded on October 10, 2008 at Reception No. 2461307 in the real property records of Mesa County, Colorado
AND
TRACTS B, C AND D
RED ROCKS PATIO HOMES
COUNTY OF MESA
STATE OF COLORADO
A replat of Block 5 Red Rocks Valley (Rec. No. 2461307) County of Mesa, State of Colorado
AND
LOTS 1 THROUGH 12, INCLUSIVE;
TRACTS A, B, C AND D
RED ROCKS HOMES FILING 1,
COUNTY OF MESA
STATE OF COLORADO
A replat of Block 1 of Red Rocks Patio Homes (Rec. No. 2689268) County of Mesa, State of Colorado

EXHIBIT B

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY BEING ANNEXED

LOTS 13 THROUGH 25, INCLUSIVE;
TRACTS B, E, F AND G,
RED ROCKS HOMES FILING 2,
COUNTY OF MESA
STATE OF COLORADO
A replat of Block 2 of Red Rocks Patio Homes (Rec No. 2689268) County of Mesa, State of Colorado

RECEPTION#: 3084672, at 2/2/2024 11:46:41 AM, 1 of 3
Recording: $23.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

RED ROCKS VALLEY
AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
Article IV. Sections 17. 1-3.

This Amendment (the "Amendment") is made and declared this 15th day of December, 2023, by Red Rocks Valley Homeowners Association, Inc., a Colorado non-profit corporation (the "Association").

A. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley was recorded in the records of the Mesa County Clerk and Recorder (the "Clerk") on September 17, 2012, at Reception No. 2625703 (the "Declaration"). All terms used in this amendment have the same meaning as the terms in the Declaration unless specifically provided otherwise.

B. Pursuant to Chapter Six, §5.a of the Declaration, the Declaration may be amended by the vote or agreement of the Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated. One (1) vote is allocated to each Lot by Chapter Two, §2 of the Declaration.

C. The Declaration encumbers and runs with the title to the lands shown and depicted on Exhibit A, Exhibit B, and Exhibit C attached to the Declaration, as amended, or so much thereof as may have been properly annexed to the Common Interest Community pursuant to Chapter 5 of the Declaration from time to time.

D. At the time of the adoption of this Amendment, there are a total of seventy-one (71) Lots within the Common Interest Community as more fully provided in that certain First Amendment to Third Supplemental Declaration to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley recorded November 24, 2021, at Reception No. 3009380 in the records of the Clerk.

E. Consistent with the requirements of the Declaration as modified by applicable Colorado law, Owners of at least forty-eight (48) Lots within the Common Interest Community at the time of the adoption of this Amendment voted to amend the Declaration as provided herein.

THEREFORE, the Declarant makes the following amendments to the Declaration:

1. Chapter 4, Art. I, § 17 is amended in full to provide:

Occupancy, Leasing. Any use or occupancy of any Lot by any tenant, guest, invitee or other occupant is subject in all respects to the provisions of this Declaration.

All leases or agreements for any use or occupancy of any site (regardless of form, a "Lease") shall be in writing, and specifically provide that any failure by any tenant, occupant, guest or invitee to comply with the terms and provisions of the Declaration is a default under the Lease. Owners may Lease their sites for residential purposes only. No time-sharing or other forms of interval ownership shall be permitted, nor shall hotel, boarding house, short term or vacation rental be permitted on any terms.

2. Chapter 4, Art. I is further amended by the addition of a new section 17.1, which provides as follows:

Short Term Rental Requirements. If the term of any Lease, as defined above, is less than thirty (30) days (each, a "Short Term Rental"), then in addition to the other requirements of this Declaration, the Owner of the Lot shall apply for and obtain permission from the Association to operate a Short Term Rental on the Lot. The Association shall act to grant or deny any request for Short Term Rental through its Executive Board and in accordance with any Rules concerning Short Term Rental approval as the Association may properly adopt from time to time. Any Short Term Rental entered into prior to obtaining approval required by this section shall be null, void and of no force or effect whatsoever. Any Lot whose Owner can demonstrate based on reasonably objective evidence acceptable to the Executive Board, in its sole discretion, that its Lot was consistently used for Short Term Renal prior to the recording of this Amended in the records of the Clerk shall be exempt from the requirements of this section. All applications for approval to operate any Short Term Rental shall demonstrate, at a minimum, the following to the reasonable satisfaction of the Executive Board:

a. The Owners has obtained and thereafter maintained all governmental permits or other approvals as may be required for the lawful operation of a Short Term Rental pursuant to federal, state, and local law and regulation, specifically including, without limitation, the requirements of the City of Grand Junction Municipal Code;

b. The total number of approved Short Term Rentals within the Common Interest Community, including the Short Term Rental under consideration for approval, does not exceed three percent (3%) of the Lots in the Common Interest Community at the time of application; and

c. The operation of the proposed Short Term Rental will not present any undue burden on neighboring property owners or the Common Interest Community as a whole and will not unreasonably interfere with the peaceful operation and management of the Association's affairs.

3. Except as amended above, all provisions of the Declaration, as amended, remain in full force and effect.

RED ROCKS VALLEY
AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
Article IV. Sections 17. 1-3.

Notary

State: Colorado County: Mesa
Jennifer Rhamy Personally appeared
before me on this 2nd day of feb.
Aspen Satt
Notary Public
My Commission Expires on: 09/11/2027

ASPEN CIERA SATTERFIELD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234034790
MY COMMISSION EXPIRES 09/11/2027

President's Signature: Jennifer Rhamy

Date: 2/2/2024

RECEPTION#: 3088009, at 3/14/2024 2:46:45 PM, 1 of 7
Recording: $43.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

FOURTH SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

This Fourth Supplemental Declaration to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley ("Fourth Supplemental Declaration") is effective the 14 day of January, 2024.

RECITALS

A. On October 10, 2008, Redlands Valley Cache, LLC, a Colorado limited liability company (the "Original Declarant"), recorded the Declaration of Covenants, Conditions and Restrictions of Red Rocks Valley Subdivision in the real property records of Mesa County, Colorado at Reception No. 2431312, thereby creating a planned community known as "Red Rocks Valley" (the "Prior Declaration").

B. On September 17, 2012, in the real property records of Mesa County, Colorado, the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley (the "Amended Declaration") was recorded at Reception No. 2625703, which amended and restated the Prior Declaration and modified the Property subject to the Amended Declaration. The Amended Declaration was corrected by the First Amendment to the Amended and Restated master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley, recorded on April 20, 2015 at Reception No. 272167 in the real property records of Mesa County, Colorado.

C. On April 27, 2015, the First Supplemental Declaration to the Amended Declaration (the "First Supplemental Declaration") was recorded at Reception No. 2721861 in the real property records of Mesa County, Colorado, which annexed additional Lots into the Common Interest Community.

D. On June 25, 2015, the Second Supplemental Declaration to the Amended Declaration (the "Second Supplemental Declaration") was recorded at Reception No. 2728519 in the real property records of Mesa County, Colorado, which annexed additional Lots into the Common Interest Community.

E. On July 7, 2017, the Third Supplemental Declaration to the Amended Declaration (the "Third Supplemental Declaration") was recorded at Reception No. 2806276 in the real property records of Mesa County, Colorado, which annexed additional Lots into the Common Interest Community. The Third Supplemental Declaration was amended by the First Amendment to Third Supplemental Declaration to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley, recorded on November 24, 2021 at Reception No. 3009380 in the real property records of Mesa County, Colorado.

F. The Property subject to the Declaration as of the date of this Fourth Supplemental Declaration is set forth in the attached and incorporated Exhibit A.

G. The Original Declarant assigned all of its reserved Declarant Rights under the Original Declaration to Red Rocks Real Estate Partners, LLC, a Colorado limited liability company (the "First Successor Declarant") pursuant to that certain Assignment of Declarant Rights recorded on October 5, 2011 at Reception No. 2586910 in the real property records of Mesa County, Colorado.

H. The First Successor Declarant assigned all of its reserved Declarant Rights under the Original Declaration to Conquest Homes, LLC, a Colorado limited liability company ("Declarant"), pursuant to that certain Assignment and Assumption of Declarant rights recorded on November 16, 2015 at Reception No. 2743455 in the real property records of Mesa County, Colorado.

I. Declarant now desires to annex additional real property into the Common Interest Community and make such property subject to the Amended Declaration, as amended and supplemented, pursuant to Declarant's reserved right to annex additional property as set forth in Chapter 5, Section 9(b) of the Amended Declaration.

J. Declarant is the owner of the real property proposed to be annexed.

K. The real property proposed to be annexed is "Annexable Property" described in Exhibit B to the Amended Declaration.

L. As of the date of this Fourth Supplemental Declaration, Declarant is within the time period to exercise its reserved right to annex Annexable Property into the Common Interest Community as provided in Chapter 5, Section 9 of the Amended Declaration.

M. Declarant wishes to subject the Lots within the Additional Property (defined below) to additional terms, conditions and restrictions.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing, Declarant hereby exercises its right to Annex the additional real property set forth in the attached and incorporated Exhibit B (the "Additional Property"), into the Common Interest Community, and to subject the Lots within the Additional Property to additional terms, conditions and restrictions, as follows:

1. The Additional Property shall be annexed into the Common Interest Community and made subject to the Amended Declaration, as amended and supplemented, and shall be subject to all the terms, provisions, covenants, conditions, reservations, charges and liens, including assessments, applicable under the Amended Declaration, as amended and supplemented, and is expressly subject to all the provisions of the Articles of Incorporation, Bylaws, and the rules, regulations and guidelines of the Association, except as amended or supplemented herein.

2. Capitalized terms in this Fourth Supplemental Declaration have the same meanings as in the Amended Declaration, as amended and supplemented, unless otherwise defined in this Fourth Supplemental Declaration.

3. The annexation of the Additional Property shall be effective upon recording of this Fourth Supplemental Declaration in the office of the Clerk and Recorder for Mesa County, Colorado.

4. Upon the recording of this Fourth Supplemental Declaration, the Allocated Interests of each Lot shall be recalculated pursuant to the formula set forth in Chapter One, Section 3 of the Amended Declaration, and shall thereafter be 1/86, provided that the Allocated Interests will change if additional Lots are subsequently annexed into the Common Interest Community.

5. No Supplemental Map is required because the Additional Property can be identified on the recorded Plats.

6. After the recording of this Fourth Supplemental Declaration, Declarant shall convey appropriate property to the Association for trail and utility purposes for the use and benefit of the entire Common Interest Community. Declarant designates this property as Association Properties and Common Elements, effective upon the recording of the deed or deeds conveying ownership of such property to the Association. The care, operation, management, maintenance, upkeep, repair, replacement and renovation (collectively "Maintenance") of this property shall be the responsibility of the Association and shall be a Common Expense.

7. Declarant designates the following limited common elements ("LCEs") for the primary use and benefit of the Lots within the Additional Property: (a) the private street known as "Rocky Knoll Court" as depicted on the Plat for Red Rocks Homes Filing 3, (b) any fencing installed by Declarant to separate private trails in the Additional Property from the Lots; (c) any perimeter privacy fencing and/or retaining walls installed by Declarant to separate the Common Elements in the Additional Property from the Lots; and (d) the storm drains located on the Additional Property; provided, however, that the Owners of Lots where a storm drain grate is located shall be responsible for keeping the inlet to the grate free from debris.

8. The Maintenance of the LCEs included in this Fourth Supplemental Declaration, together with the LCEs included in the Second Supplemental Declaration and the Third Supplemental Declaration, shall be the responsibility of the Association; provided, however, that the cost for such Maintenance shall be assessed solely against the Lots governed by the Second Supplemental Declaration, the Third Supplemental Declaration, and this Fourth Supplemental Declaration (the "Collective Additional Property") as an assessment for services to fewer than all Lots as authorized by Chapter Two, Article IV, Section 8 of the Amended and Restated Declaration (the "LCE Assessment"). The formula for calculating the LCE Assessment against the Lots within the Collective Additional Property shall be equal to a fraction, the numerator of which is 1 and the denominator of which is the total number of Lots that have been assigned the primary use of such LCEs by this or future Supplemental Declarations. After this Fourth Supplemental Declaration, the Allocated Interest for the LCE Assessment shall be 1/40.

9. Any Boundary Markers shall be jointly owned, maintained and kept in good repair by the Owners of the Lots who share the property boundary. No Owner may remove any Boundary Marker without the prior written consent of the Association and of the Owner of the adjacent Lot who shares the Boundary Marker.

10. Notwithstanding any contrary provision in the Amended Declaration, no fences shall be constructed, installed, erected or maintained on any Lot within the Additional Property except the fences in the locations that were installed or permitted to be installed by Declarant in its construction of Improvements on the Lots. Notwithstanding the foregoing, small privacy area fences or dog runs may be permitted with the prior approval of the Architectural Review Committee, subject to any applicable design guidelines adopted by the Architectural Review Committee.

11. In addition to and not in lieu of the prohibitions against nuisances and sounds set forth in Chapter Four, Article I of the Amended Declaration, because of the smaller size of the Lots and the close proximity of the building envelopes within the Additional Property, no trampolines, basketball hoops, throw nets, batting cages, soccer goals, or similar sporting equipment of any nature, nor any wood burning fire pits, shall be permitted on any Lot within the Additional Property.

12. For all landscaping within the front yard area of a Lot within the Additional Property, the Owner of the Lot must submit a landscaping plan showing the dimensions of the project, plant number and type, and watering requirements to the Architectural Review Committee in accordance with Chapter Two, Article III of the Amended Declaration. Notwithstanding the foregoing, however, Declarant and its affiliates and successors shall not be required to obtain Architectural Review Committee approval for any landscaping installed by Declarant within the Additional Property.

13. Grass lawns are prohibited on all Lots within the Additional Property. Owners may use xeriscaping or drought-tolerant vegetative landscapes to provide ground covering on their Lots, subject to design or aesthetic guidelines or rules that may be adopted by the Architectural Review Committee from time to time that regulate the type, number, and placement of drought-tolerant plantings and hardscapes that may be installed on these Lots.

14. Each Owner shall maintain all landscaping on their Lot. Notwithstanding the foregoing, however, the Association shall have the authority to maintain all landscaping in the front yard area of each Lot (as determined by the Architectural Review Committee in its reasonable discretion in the event there is any ambiguity as to what constitutes a front yard area), if so requested by Declarant or a majority of the Owners of the Lots within the Additional Property. The fee for maintaining such landscaping in the front yard area shall be determined by the Executive Board and included in the annual budget prepared by the Executive Board. This landscaping fee shall be included in the annual assessment levied against each Lot.

15. The Association shall have no obligation to maintain any custom landscaping approved by the Architectural Review Committee unless the Executive Board agrees, in writing, to include the custom landscaping as a maintenance obligation of the Association, with the added requirement that it shall determine the additional costs, if any, that a Lot shall be assessed for additional maintenance and/or water that may be required for that Lot as a result of the custom landscaping. If the Executive Board does not agree, then the landscaping plan shall be denied.

16. Except as amended and supplemented by this Fourth Supplemental Declaration, the Amended and Restated Declaration, as supplemented and amended, remains in full force and effect

in accordance with its terms. If any term or provision of this Fourth Supplemental Declaration is inconsistent with any term or provision of the Amended Declaration, the term or provision of this Fourth Supplemental Declaration shall control. This Fourth Supplemental Declaration shall inure to the benefit of and be binding upon the Owners within the Additional Property and their heirs, personal representatives, successors and assigns.

DATED in the date and year first written above.

DECLARANT:

CONQUEST HOMES, LLC,
a Colorado limited liability company

Darren Caldwell, Member

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the 14 day of February, 2024 by Darren Caldwell, Member of Conquest Homes, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
My commission expires: May 26, 2026

Notary Public

MELISSA TODD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224021150
MY COMMISSION EXPIRES MAY 26, 2026

EXHIBIT A

To the
FOURTH SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 17, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 9, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 4;
LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 6;
TRACTS A, B, C, D, E, F, G, H, J, K, L, M, T AND U
RED ROCKS VALLEY SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO,
According to the plat thereof recorded on October 10, 2008 at Reception No. 2461307 in the real property records of Mesa County, Colorado
AND
TRACTS B, C AND D
RED ROCKS PATIO HOMES
COUNTY OF MESA
STATE OF COLORADO
A replat of Block 5 Red Rocks Valley (Rec. No. 2461307) County of Mesa, State of Colorado
AND
LOTS 1 THROUGH 12, INCLUSIVE;
TRACTS A, B, C AND D
RED ROCKS HOMES FILING 1,
COUNTY OF MESA
STATE OF COLORADO
A replat of Block 1 of Red Rocks Patio Homes (Rec. No. 2689268) County of Mesa, State of Colorado
AND
LOTS 13 THROUGH 25, INCLUSIVE;
TRACTS E, F AND G,
RED ROCKS HOMES FILING 2,
COUNTY OF MESA
STATE OF COLORADO
A replat of Block 2 of Red Rocks Patio Homes (Rec No. 2689268) County of Mesa, State of Colorado

EXHIBIT B

To the
FOURTH SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED ROCKS VALLEY

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY BEING ANNEXED

LOTS 26 THROUGH 40, INCLUSIVE,
TRACTS H AND I,
RED ROCKS HOMES FILING 3,
COUNTY OF MESA
STATE OF COLORADO

A replat of Block 3 of Red Rocks Patio Homes (Rec No. 2689268) County of Mesa, State of Colorado

RECEPTION#: 3088006, at 3/14/2024 2:46:45 PM, 1 of 2
Recording: $23.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

RED ROCKS HOMES FILING 3

A REPLAT OF BLOCK 3 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268)
IN THE SE1/4 OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

DEDICATION AND OWNERSHIP STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

CONQUEST HOMES, LLC, a Colorado limited liability company, is the owner of a parcel as demonstrated by the deed recorded at Reception No. 2743454 in the Office of the Mesa County Clerk and Recorder, said parcel being that certain tract of land in the SE1/4 of Section 19, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, more particularly described as follows:

Block 3, RED ROCKS PATIO HOMES, Reception Number 2689268. City of Grand Junction, County of Mesa, State of Colorado.

Containing approximately 2.39 acres,

Said Owner has by these presents laid out, platted and subdivided the above described real property into Lots, as shown hereon, and designated the same as RED ROCKS HOMES FILING 3, in the City of Grand Junction, County of Mesa, State of Colorado:

All Multipurpose Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All Drainage Easements are granted to the Homeowners Association by separate instrument.

Tracts H and I are granted to the Homeowners Association by separate instrument.

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

There are no leinholders of record;

IN WITNESS WHEREOF, said owner has caused his name to be hereunto subscribed this 20th day of February A.D., 2024

by Darren Caldwell as Member of Conquest Homes, LLC
a Colorado limited liability company

STATE OF COLORADO)
) ss
COUNTY OF MESA)
The foregoing instrument was acknowledged before me this 20th day of FEBRUARY A.D., 2024
by Darren Caldwell as Member of Conquest Homes, LLC
a Colorado limited liability company

My commission expires: MARCH 18, 2024

KAREN A. CRESPIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19964004826
My Commission Expires March 18, 2024

WITNESS MY HAND AND OFFICIAL SEAL. Notary Public Karen A Crespin

County of Mesa

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) ss
COUNTY OF MESA)
I hereby certify that this instrument was filed in my office at 2:46 o'clock P.M., this 14 day of March A.D., 2024 and is duly recorded as Reception Number 3088006 inclusive. Drawer No. E3-101

Bobbie Gross — Clerk and Recorder; Patricia Ulrich — Deputy; 2043 — Fees

TITLE CERTIFICATION

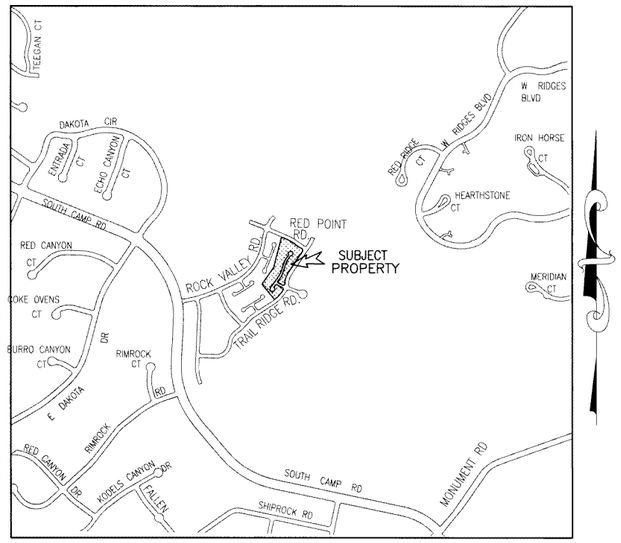
Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the Title to the property is vested to Conquest Homes, LLC, a Colorado Limited Liability Company, that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights-of-way of record are shown hereon.
* 2023 TAXES AS YET UNPAID

Date: FEBRUARY 20, 2024 by: Karen A Crespin / LLC TITLE OFF
Land Title Guarantee Company
KAREN A. CRESPIN

CITY OF GRAND JUNCTION CERTIFICATE OF APPROVAL

Approved this 29 day of February A.D. 2024

Mayor _____ City Manager _____



LOCATION MAP
NTS

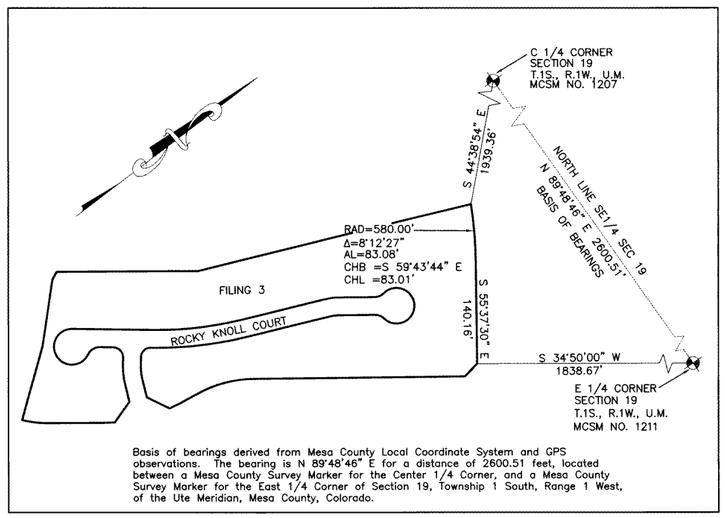
GENERAL NOTES

1. Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is N 89°48'46" E for a distance of 2600.51 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the East 1/4 Corner of Section 19, Township 1 South, Range 1 West, of the Ute Meridian, Mesa County, Colorado.
2. Private streets are subject to maintenance agreement recorded at Reception Number 2461310.
3. Title information is from Mesa County Real Property Records, and the title commitment from Land Title Guarantee Company, Commitment Order Number GJB65057451, Effective Date January 29, 2024.

FOR CITY OF GRAND JUNCTION USE

Amendment to Red Rocks Valley Homeowners Association, Inc. CC&R's: Reception Number 3088009
Drainage Easement: Reception Number 3088008
Site Plan is Recorded at: Reception Number 3088007

All proposed fencing within the subdivision shall be in accordance with Section 21.04.040 (i) (4) of the Zoning and Development Code.



Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is N 89°48'46" E for a distance of 2600.51 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the East 1/4 Corner of Section 19, Township 1 South, Range 1 West, of the Ute Meridian, Mesa County, Colorado.

CONTROL DIAGRAM AND BASIS OF BEARINGS
NTS

SURVEYOR'S STATEMENT

I, Jodie L. Grein, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying RED ROCKS HOMES FILING 3, a subdivision of a part of Mesa County, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title.

EXECUTED this 20th day of FEBRUARY, 2024

COLORADO LICENSED JODIE L. GREIN 38075 PROFESSIONAL LAND SURVEYOR

Jodie L. Grein
Professional Land Surveyor
P.L.S. No. 38075

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Rolland Consulting Engineers, LLC
405 Ridges Blvd. Suite A
Grand Junction, CO 81507
Voice: (970) 243-8300
Fax: (970) 241-1273
www.rcegj.com

RED ROCKS HOMES FILING 3
A REPLAT OF BLOCK 3 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268) IN THE SE1/4 SECTION 19, T1S, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn	Designed	Checked	Proj#	Rv:	Sheet
JLG	JLG	JLG	B9446		1
File Name: C:\PROJECTS\B9446\B9446PLAT.DWG			Date 2/19/24		Of 2

RED ROCKS HOMES FILING 3

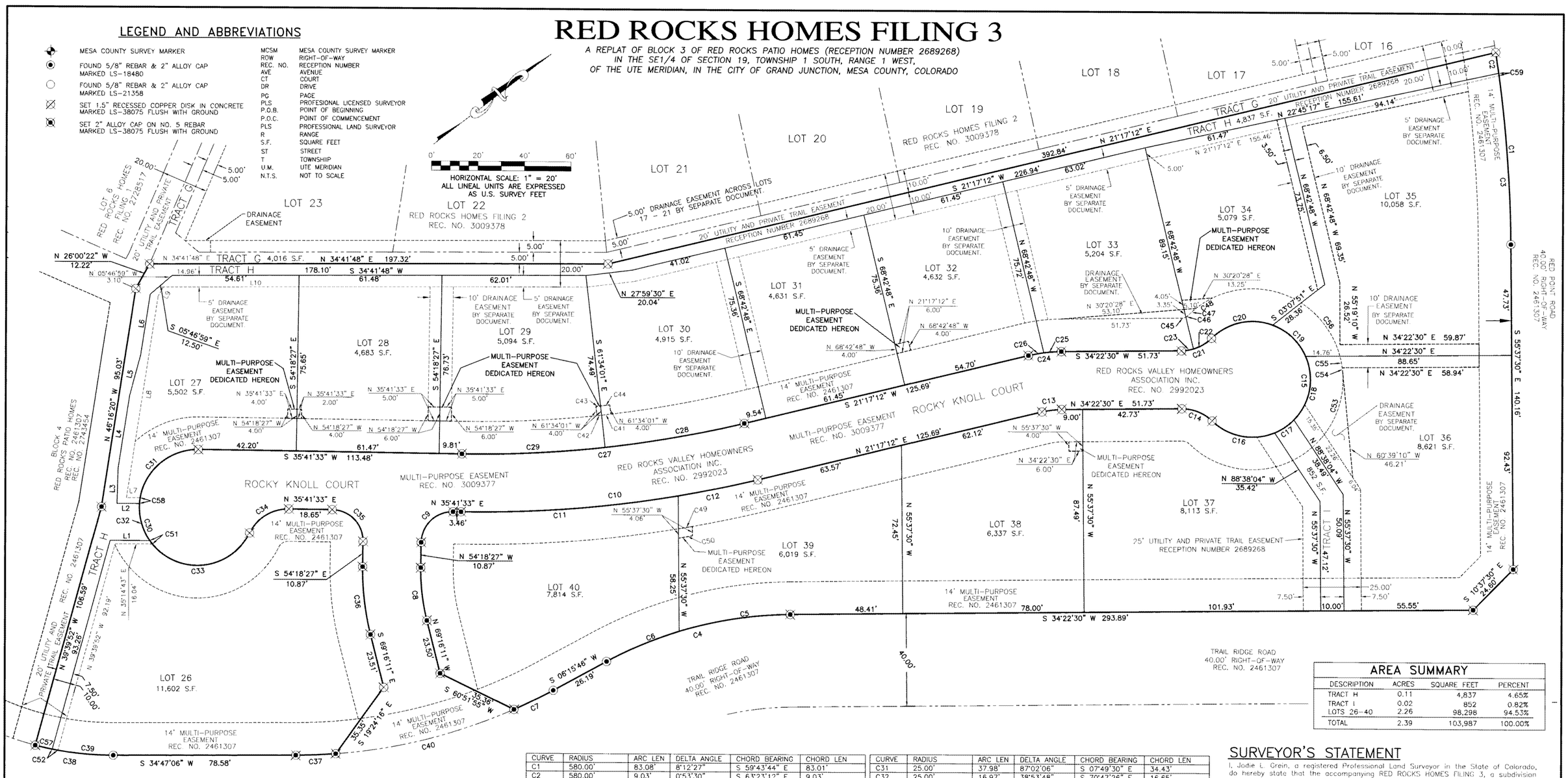
A REPLAT OF BLOCK 3 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268)
IN THE SE1/4 OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

LEGEND AND ABBREVIATIONS

- MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR & 2" ALLOY CAP MARKED LS-18480
- FOUND 5/8" REBAR & 2" ALLOY CAP MARKED LS-21358
- SET 1.5" RECESSED COPPER DISK IN CONCRETE MARKED LS-38075 FLUSH WITH GROUND
- SET 2" ALLOY CAP ON NO. 5 REBAR MARKED LS-38075 FLUSH WITH GROUND

MCSM	MESA COUNTY SURVEY MARKER
ROW	RIGHT-OF-WAY
REC. NO.	RECEPTION NUMBER
AVE	AVENUE
CT	COURT
DR	DRIVE
PG	PAGE
PLS	PROFESIONAL LICENSED SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PLS	PROFESSIONAL LAND SURVEYOR
R	RANGE
S.F.	SQUARE FEET
ST	STREET
T	TOWNSHIP
U.M.	UTE MERIDIAN
N.T.S.	NOT TO SCALE

0' 20' 40' 60'
HORIZONTAL SCALE: 1" = 20'
ALL LINEAL UNITS ARE EXPRESSED AS U.S. SURVEY FEET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LOT 40
TRACT G 4,016 S.F.
TRACT H 4,837 S.F.
TRACT I 852 S.F.
RED ROCKS HOMES FILING 2 REC. NO. 3009378
LOT 6 RED ROCKS HOMES FILING 1 REC. NO. 2728517
BLOCK 4 RED ROCKS PATIO HOMES REC. NO. 2461307 REC. NO. 2743454
20' UTILITY AND PRIVATE TRAIL EASEMENT RECEPTION NUMBER 2689268
5.00' DRAINAGE EASEMENT ACROSS LOTS 17 - 21 BY SEPARATE DOCUMENT.
5' DRAINAGE EASEMENT BY SEPARATE DOCUMENT.
10' DRAINAGE EASEMENT BY SEPARATE DOCUMENT.
MULTI-PURPOSE EASEMENT DEDICATED HEREON
14' MULTI-PURPOSE EASEMENT REC. NO. 2461307
MULTI-PURPOSE EASEMENT REC. NO. 3009377
RED ROCKS VALLEY HOMEOWNERS ASSOCIATION INC. REC. NO. 2992023
ROCKY KNOLL COURT
TRAIL RIDGE ROAD 40.00' RIGHT-OF-WAY REC. NO. 2461307
RED POINT ROAD 40.00' RIGHT-OF-WAY REC. NO. 2461307
4' MULTI-PURPOSE EASEMENT REC. NO. 2461307
25' UTILITY AND PRIVATE TRAIL EASEMENT RECEPTION NUMBER 2689268
20' UTILITY AND PRIVATE TRAIL EASEMENT REC. NO. 2461307
DRAINAGE EASEMENT
N 26°00'22" W 12.22'
N 34°41'48" E 197.32'
S 34°41'48" W 178.10'
N 27°59'30" E 20.04'
S 21°17'12" W 226.94'
N 21°17'12" E 392.84'
N 22°45'17" E 155.61'
S 03°07'51" E 28.36'
N 34°22'30" E 59.87'
N 34°22'30" E 88.65'
N 34°22'30" E 58.94'
S 55°37'30" E 140.16'
S 34°22'30" W 293.89'
S 34°47'06" W 78.58'
N 46°16'20" W 95.03'
S 35°41'33" W 113.48'
N 39°39'52" W 106.59'
N 39°39'52" W 93.26'
S 54°18'27" E 10.87'
N 54°18'27" W 10.87'
N 69°16'11" W 23.50'
S 69°16'11" E 23.51'
S 19°24'16" E 35.35'
S 60°51'55" W 35.36'
S 06°15'46" W 26.19'
N 68°42'48" W 69.35'
S 68°42'48" E 75.36'
N 68°42'48" W 75.72'
S 61°34'01" E 74.49'
N 55°37'30" W 72.45'
N 55°37'30" W 87.49'
N 55°37'30" W 58.25'
N 55°37'30" W 50.09'
S 10°37'30" E 24.80'
N 88°38'04" W 35.42'
N 60°39'10" W 46.21'
N 55°19'10" W 26.52'
S 34°22'30" W 51.73'
N 34°22'30" E 51.73'
S 21°17'12" W 125.69'
N 21°17'12" E 125.69'
S 21°17'12" W 61.45'
N 21°17'12" E 6.00'
N 68°42'48" W 4.00'
N 30°20'28" E 13.25'
N 30°20'28" E 53.10'
N 35°14'43" E 16.04'
S 05°46'59" E 12.50'
N 05°46'59" W 3.10'
S 54°18'27" E 75.65'
S 54°18'27" E 76.73'
N 61°34'01" W 4.00'
N 54°18'27" W 4.00'
N 54°18'27" W 6.00'
N 35°41'33" E 4.00'
N 35°41'33" E 2.00'
N 35°41'33" E 5.00'
N 35°41'33" E 3.46'
N 55°37'30" W 4.06'
N 34°22'30" E 6.00'
N 55°37'30" W 4.00'
S 68°42'48" E 75.36'
S 68°42'48" E 89.15'
S 68°42'48" E 72.15'
S 68°42'48" E 75.36'
S 68°42'48" E 75.36'
S 68°42'48" E 75.36

RECEPTION#: 3088006, at 3/14/2024 2:46:45 PM, 1 of 2
Recording: $23.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

File ID#: PLD-2021-317
Zoning: PD
Not in Floodplain

RED ROCKS HOMES FILING 3

A REPLAT OF BLOCK 3 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268) IN THE SE1/4 OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 WEST, OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

DEDICATION AND OWNERSHIP STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

CONQUEST HOMES, LLC, a Colorado limited liability company, is the owner of a parcel as demonstrated by the deed recorded at Reception No. 2743454 in the Office of the Mesa County Clerk and Recorder, said parcel being that certain tract of land in the SE1/4 of Section 19, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, more particularly described as follows:

Block 3, RED ROCKS PATIO HOMES, Reception Number 2689268. City of Grand Junction, County of Mesa, State of Colorado.

Containing approximately 2.39 acres,

Said Owner has by these presents laid out, platted and subdivided the above described real property into Lots, as shown hereon, and designated the same as RED ROCKS HOMES FILING 3, in the City of Grand Junction, County of Mesa, State of Colorado:

All Multipurpose Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All Drainage Easements are granted to the Homeowners Association by separate instrument.

Tracts H and I are granted to the Homeowners Association by separate instrument.

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

There are no leinholders of record;

IN WITNESS WHEREOF, said owner has caused his name to be hereunto subscribed this 20th day of February A.D., 2024

by Darren Caldwell as Member of Conquest Homes, LLC
a Colorado limited liability company

STATE OF COLORADO)
) ss
COUNTY OF MESA)
The foregoing instrument was acknowledged before me this 20th day of FEBRUARY A.D., 2024
by Darren Caldwell as Member of Conquest Homes, LLC
a Colorado limited liability company

My commission expires: MARCH 18, 2024

KAREN A. CRESPIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19964004826
My Commission Expires March 18, 2024
County of Mesa

WITNESS MY HAND AND OFFICIAL SEAL. Notary Public Karen A Crespin

Engineered foundations are required for each lot.

FOR CITY OF GRAND JUNCTION USE

Amendment to Red Rocks Valley Homeowners Association, Inc. CC&R's: Reception Number 3088009
Drainage Easement: Reception Number 3088008
Site Plan is Recorded at: Reception Number 3088007

All proposed fencing within the subdivision shall be in accordance with Section 21.04.040 (i) (4) of the Zoning and Development Code.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) ss
COUNTY OF MESA)
I hereby certify that this instrument was filed in my office at 2:46 o'clock P.M., this 14 day of March A.D., 2024 and is duly recorded as Reception Number 3088006 inclusive. Drawer No. E3-101

Bobbie Gross — Clerk and Recorder
Patricia Ulrich — Deputy
20+3 — Fees

TITLE CERTIFICATION

Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the Title to the property is vested to Conquest Homes, LLC, a Colorado Limited Liability Company, that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights-of-way of record are shown hereon.
*2023 TAXES AS YET UNPAID

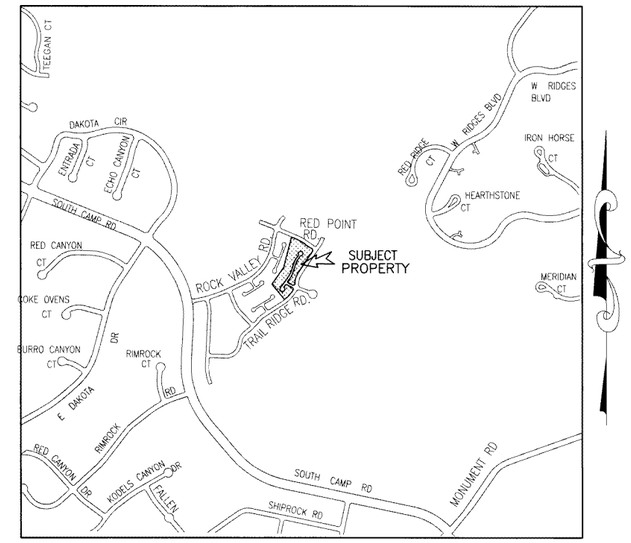
Date: FEBRUARY 20, 2024 by: Karen A Crespin / LLC TITLE OFF
Land Title Guarantee Company
KAREN A. CRESPIN

CITY OF GRAND JUNCTION CERTIFICATE OF APPROVAL

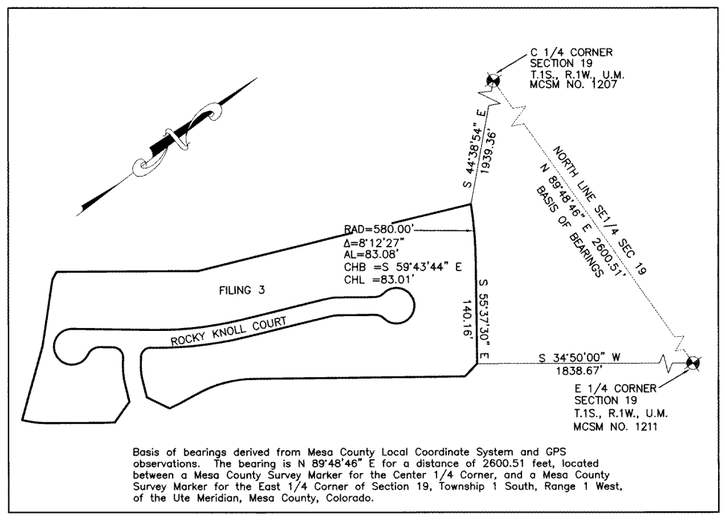
Approved this 29 day of February A.D. 2024

Mayor _____ City Manager _____

Please note: The red address numbers and text have been added digitally to the recorded subdivision plat.



LOCATION MAP
NTS



Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is N 89°48'46" E for a distance of 2600.51 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the East 1/4 Corner of Section 19, Township 1 South, Range 1 West, of the Ute Meridian, Mesa County, Colorado.

CONTROL DIAGRAM AND BASIS OF BEARINGS
NTS

GENERAL NOTES

1. Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is N 89°48'46" E for a distance of 2600.51 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the East 1/4 Corner of Section 19, Township 1 South, Range 1 West, of the Ute Meridian, Mesa County, Colorado.
2. Private streets are subject to maintenance agreement recorded at Reception Number 2461310.
3. Title information is from Mesa County Real Property Records, and the title commitment from Land Title Guarantee Company, Commitment Order Number GJB65057451, Effective Date January 29, 2024.

SURVEYOR'S STATEMENT

I, Jodie L. Grein, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying RED ROCKS HOMES FILING 3, a subdivision of a part of Mesa County, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title.

EXECUTED this 20th day of FEBRUARY, 2024

COLORADO LICENSED
JODIE L. GREIN
2-20-24
38075
PROFESSIONAL LAND SURVEYOR

Jodie L. Grein
Professional Land Surveyor
P.L.S. No. 38075

Rolland Consulting Engineers, LLC
405 Ridges Blvd. Suite A
Grand Junction, CO 81507
Voice: (970) 243-8300
Fax: (970) 241-1273
www.rcegj.com

RED ROCKS HOMES FILING 3
A REPLAT OF BLOCK 3 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268) IN THE SE1/4 SECTION 19, T1S, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn	Designed	Checked	Proj#	Rv:	Sheet
JLG	JLG	JLG	B9446		1
File Name: C:\PROJECTS\B9446\B9446PLAT.DWG			Date 2/19/24		Of 2

Updated 5/9/2024

RECEPTION#: 3088006, at 3/14/2024 2:46:45 PM, 2 of 2
Recording: $23.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

File ID#: PLD-2021-317
Zoning: PD
Not in Floodplain

Engineered foundations are required for each lot.

RED ROCKS HOMES FILING 3

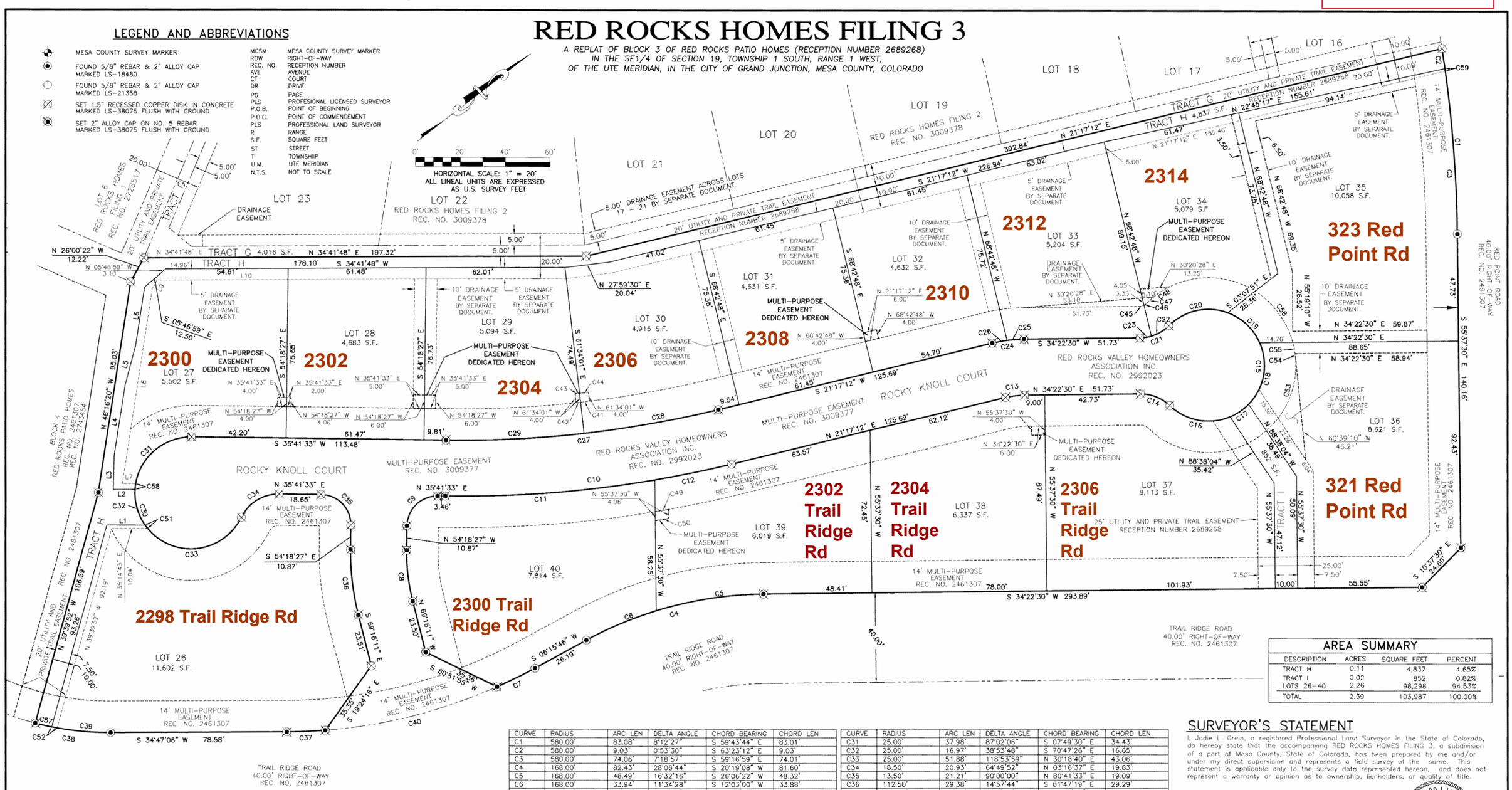
A REPLAT OF BLOCK 3 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268) IN THE SE1/4 OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 WEST, OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

LEGEND AND ABBREVIATIONS

- MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR & 2" ALLOY CAP MARKED LS-18480
- FOUND 5/8" REBAR & 2" ALLOY CAP MARKED LS-21358
- SET 1.5" RECESSED COPPER DISK IN CONCRETE MARKED LS-38075 FLUSH WITH GROUND
- SET 2" ALLOY CAP ON NO. 5 REBAR MARKED LS-38075 FLUSH WITH GROUND

MCSM	MESA COUNTY SURVEY MARKER
ROW	RIGHT-OF-WAY
REC. NO.	RECEPTION NUMBER
AVE	AVENUE
CT	COURT
DR	DRIVE
PG	PAGE
PLS	PROFESIONAL LICENSED SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PLS	PROFESSIONAL LAND SURVEYOR
R	RANGE
S.F.	SQUARE FEET
ST	STREET
T	TOWNSHIP
U.M.	UTE MERIDIAN
N.T.S.	NOT TO SCALE

HORIZONTAL SCALE: 1" = 20'
ALL LINEAL UNITS ARE EXPRESSED AS U.S. SURVEY FEET



AREA SUMMARY

DESCRIPTION	ACRES	SQUARE FEET	PERCENT
TRACT H	0.11	4,837	4.65%
TRACT I	0.02	852	0.82%
LOTS 26-40	2.26	98,298	94.53%
TOTAL	2.39	103,987	100.00%

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

GENERAL NOTES

1. Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is N 89°48'46" E for a distance of 2600.51 feet, located between a Mesa County Survey Marker for the Center 1/4 Corner, and a Mesa County Survey Marker for the East 1/4 Corner of Section 19, Township 1 South, Range 1 West, of the Ute Meridian, Mesa County, Colorado.
2. Title information is from Mesa County Real Property Records, and the title commitment from Land Title Guarantee Company, Commitment Order Number GJB65057451, Effective Date January 29, 2024.

LINE	BEARING	DISTANCE
L1	S 35°14'43" W	17.08'
L2	S 35°14'43" W	9.67'
L3	N 53°20'30" W	15.19'
L4	N 46°16'20" W	31.55'
L5	N 39°59'03" W	18.26'
L6	N 46°16'20" W	26.35'
L7	S 35°14'43" W	5.90'
L8	N 46°16'20" W	87.71'
L9	N 26°00'22" W	4.58'
L10	S 34°41'48" W	58.39'

CURVE	RADIUS	ARC LEN	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	580.00'	83.08'	8°12'27"	S 59°43'44" E	83.01'
C2	580.00'	9.03'	0°53'30"	S 63°23'12" E	9.03'
C3	580.00'	74.06'	7°18'57"	S 59°16'59" E	74.01'
C4	168.00'	82.43'	28°06'44"	S 20°19'08" W	81.60'
C5	168.00'	48.49'	16°32'16"	S 26°06'22" W	48.32'
C6	168.00'	33.94'	11°34'28"	S 12°03'00" W	33.88'
C7	232.00'	18.86'	4°39'27"	S 08°35'30" W	18.85'
C8	87.50'	22.85'	14°57'44"	N 61°47'19" W	22.78'
C9	13.50'	21.21'	90°00'00"	N 09°18'27" W	19.09'
C10	512.50'	128.86'	14°24'21"	N 28°29'22" E	128.52'
C11	512.50'	93.88'	10°29'45"	N 30°26'41" E	93.75'
C12	512.50'	34.97'	3°54'36"	N 23°14'30" E	34.97'
C13	37.50'	8.57'	13°05'18"	N 27°49'51" E	8.55'
C14	18.50'	14.38'	44°32'58"	N 56°38'59" E	14.02'
C15	25.00'	117.42'	269°05'57"	N 55°37'30" W	35.63'
C16	25.00'	29.07'	66°37'25"	N 45°36'46" E	27.46'
C17	25.00'	10.07'	23°04'31"	N 00°45'49" E	10.00'
C18	25.00'	29.68'	68°00'43"	N 44°46'48" W	27.96'
C19	25.00'	20.05'	45°57'36"	S 78°14'02" W	19.52'
C20	25.00'	28.55'	65°25'43"	S 22°32'23" W	27.02'
C21	18.50'	14.38'	44°32'58"	S 12°06'01" W	14.02'
C22	18.50'	9.12'	28°14'16"	S 03°56'39" W	9.03'
C23	18.50'	5.27'	16°18'43"	S 26°13'09" W	5.25'
C24	62.50'	14.28'	13°05'18"	S 27°49'51" W	14.25'
C25	62.50'	7.51'	6°53'19"	S 30°56'50" W	7.51'
C26	62.50'	6.76'	6°11'59"	S 24°23'11" W	6.76'
C27	487.50'	122.57'	14°24'21"	S 28°29'22" W	122.25'
C28	487.50'	60.80'	7°08'47"	S 24°51'36" W	60.77'
C29	487.50'	61.77'	7°15'34"	S 32°03'46" W	61.72'
C30	25.00'	106.83'	244°49'52"	S 86°43'23" E	42.21'

CURVE	RADIUS	ARC LEN	DELTA ANGLE	CHORD BEARING	CHORD LEN
C31	25.00'	37.98'	87°02'06"	S 07°49'30" E	34.43'
C32	25.00'	16.97'	38°53'48"	S 70°47'26" E	16.65'
C33	25.00'	51.88'	118°53'59"	N 30°18'40" E	43.06'
C34	18.50'	20.93'	64°49'52"	N 03°16'37" E	19.83'
C35	13.50'	21.21'	90°00'00"	N 80°41'33" E	19.09'
C36	112.50'	29.38'	14°57'44"	S 61°47'19" E	29.29'
C37	232.00'	17.19'	4°14'40"	S 32°39'46" W	17.18'
C38	132.00'	33.99'	14°45'12"	S 42°09'42" W	33.90'
C39	132.00'	26.48'	11°29'40"	S 40°31'56" W	26.44'
C40	232.00'	79.45'	19°37'13"	S 20°43'49" W	79.06'
C41	473.50'	4.00'	0°29'02"	S 28°11'28" W	4.00'
C42	80.41'	2.00'	1°25'31"	S 28°55'02" W	2.00'
C43	469.50'	2.00'	0°14'39"	N 28°33'19" E	2.00'
C44	469.50'	4.00'	0°29'17"	N 28°11'21" E	4.00'
C45	4.50'	2.08'	26°27'17"	N 21°08'52" E	2.06'
C46	4.50'	1.42'	18°05'42"	N 01°07'38" W	1.42'
C47	39.00'	4.23'	6°13'18"	N 07°03'50" W	4.23'
C48	39.00'	8.53'	12°31'49"	N 02°18'44" E	8.51'
C49	526.50'	6.08'	0°39'42"	N 25°06'43" E	6.08'
C50	530.50'	6.08'	0°39'23"	S 25°10'57" W	6.08'
C51	25.00'	1.88'	4°18'28"	N 87°36'26" E	1.88'
C52	132.00'	2.51'	1°05'19"	N 45°44'07" E	2.51'
C53	39.00'	29.22'	42°55'29"	S 39°11'26" E	28.54'
C54	39.00'	1.42'	2°05'26"	N 61°41'53" W	1.42'
C55	39.00'	5.09'	7°29'06"	N 66°29'09" W	5.09'
C56	39.00'	28.95'	42°32'16"	S 88°30'10" W	28.29'
C57	132.00'	7.51'	3°15'32"	S 47°54'32" W	7.51'
C58	25.00'	2.53'	5°47'40"	S 48°26'43" E	2.53'
C59	580.00'	1.02'	0°06'02"	S 62°53'26" E	1.02'

SURVEYOR'S STATEMENT

I, Jodie L. Grein, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying RED ROCKS HOMES FILING 3, a subdivision of a part of Mesa County, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented herein, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title.

EXECUTED this 20th day of FEBRUARY, A.D. 2024

COLORADO LICENSED JODIE L. GREIN 2-20-24 38075 PROFESSIONAL LAND SURVEYOR

Jodie L. Grein
Professional Land Surveyor
P.L.S. No. 38075

Rolland Consulting Engineers, LLC
405 Ridges Blvd. Suite A
Grand Junction, CO 81507
Voice: (970) 243-8300
Fax: (970) 241-1273
www.rcegj.com

RED ROCKS HOMES FILING 3

A REPLAT OF BLOCK 3 OF RED ROCKS PATIO HOMES (RECEPTION NUMBER 2689268) IN THE SE1/4 SECTION 19, T1S, R1W OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn	Designed	Checked	Proj #	Rv	Sheet
JLG	JLG	JLG	B9446		2

File Name: C:\PROJECTS\B9446\B9446PLAT.DWG | Date 2/19/24 | Of 2

Updated 5/9/2024

RECEPTION #: 2568720, BK 5145 PG 496 04/11/2011 at 12:40:17 PM, 1 OF 2, R $15.00 S $1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:
Ronald Garfield, Esquire
Garfield & Hecht, P.C.
601 E. Hyman Avenue
Aspen, CO 81611

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF DECLARANT RIGHTS

This Assignment of Declarant Rights ("**Assignment**") is made effective as of the 7th day of April, 2011, by Redlands Valley Cache, LLC., a Colorado limited liability company ("**Assignor**") to and for the benefit of Red Rocks Real Estate Solutions, LLC, a Colorado limited liability company ("**Assignee**").

RECITALS

A. Assignor is the "**Declarant**" pursuant to that certain Declaration of Covenants, Conditions and Restrictions of Red Rocks Valley Subdivision recorded October 10, 2008 as Reception No. 2461312 in Book 4739 at Page 365 of the real estate records of Mesa County, Colorado and any amendments or supplements thereto (the "**Declaration**");

B. The Declaration pertains to certain real property located in Mesa County known as Red Rocks Valley Subdivision, Phase 1 formerly Blocks "C" and "D" Monument Valley Subdivision as recorded in Plat Book 16 at Pages 269-270 of the real estate records of Mesa County, as the same is defined in the Declaration (the "**Subject Property**");

C. Defined terms from the Declaration when used herein shall be the same meaning or definition as provided in the Declaration;

D. Assignee is the successor in interest to Assignor of the title to the Subject Property; and

E. This Assignment is made in accordance with C.R.S. §38-33.3-304 and Article XII Paragraph 12, Transfer Special Declarant Rights of the Declaration.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATIONS, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys and relinquishes to the Assignee all Declarant Rights and all Special Declarant Rights under the Declaration, including but not limited to the following: :

Section of Declaration	Right Assigned/Conveyed/ Relinquished
Art. I Section 16	Development Rights

Art. I Section 22	Period of Declarant Control
Art. I Section 26	Special Declarant Rights
Art. II Section 2	During Period of Declarant Control Rights to Appoint and Remove all Officers and Members of the Board of Directors
Art. IX Section 4	Declarants Use

Assignor and Assignee intend that the conveyance evidenced by this Assignment be an absolute and irrevocable conveyance of title to the Entitlements to Assignee and that the conveyance was not and is not now intended as a mortgage, deed of trust, or security of any kind. Assignor agrees to execute any and all additional documents reasonably required by Assignee or any applicable governmental authority to evidence effectuated or carry out this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be made as of the date set forth above.

Declarant:

Redlands Valley Cache, LLC,
a Colorado limited liability company

By: Sidney J. Squirrell
Printed Name: Sidney J. Squirrell
Title: Operating Manager

STATE OF COLORADO)
)
COUNTY OF Mesa)

Acknowledged before me this 7th day of April, 2011 by Sidney J. Squirrell as Operating Manager of Redlands Valley Cache, LLC, a Colorado limited liability company.

Witness my hand and official seal.

BETH COSTELLO
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/11/2014
County of Mesa

Notary Public

RECEPTION #: 2472360, BK 4779 PG 285 01/16/2009 at 02:57:12 PM, 1 OF 4, R
$20.00 S $1.00 Doc Code: AGMT Janice Rich, Mesa County, CO CLERK AND RECORDER

ORIGINAL

4 PAGE DOCUMENT

POST-CONSTRUCTION STORMWATER CONTROL OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 3RD day of OCTOBER, 20 08, by and between

REDLANDS VALLEY CACHE, LLC, (hereinafter the "Landowner"), and the City of Grand Junction, Colorado (hereinafter the "Municipality");

RECITALS

The Landowner is the owner of the following real property: RED ROCKS VALLEY SUBDIVISION (hereinafter referred to as "the Property").

The Landowner is developing the Property.

The Municipality and the Landowner, on behalf of all successors and assigns, agree that the health, safety, and welfare of the residents of the Municipality and the protection and maintenance of water quality require that on-site stormwater Best Management Practices be constructed and maintained on the Property.

For the purposes of this agreement, the following definitions shall apply:

BMP – "Best Management Practice;" activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Pollution Prevention Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, grassed swales, forested buffers, sand filters and detention basins.

As part of the approval of the development of the property, the Municipality will review and approve a Final Drainage Report which will implement Post-Construction Storm Water Management BMPs required by the Municipal Stormwater Pollution Prevention Ordinance.

The purpose of this Agreement is to insure the adequate maintenance, operation and repair of the storm water management facilities, in perpetuity, by the owners of the property served by these facilities.

The Landowner desires to subject and place upon the Property the covenants and servitudes set forth herein which shall run with the Property and be binding on all parties having any right, title, or interests in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein and the following terms and conditions, the parties hereto agree as follows:

Exhibit R

FP-2007-319 Exi

1. The BMPs shall be constructed by the Landowner in accordance with the plans and specifications shown and described in the Final Drainage Report.

2. The Landowner shall operate and maintain in perpetuity the BMP(s) as shown and described on the Final Drainage Report in good working order as reasonably determined by the Municipality and in accordance with the specific maintenance requirements noted on the Final Drainage Report. The Landowner shall cause the BMP(s) to be inspected annually by a Qualified Erosion Control Specialist to ensure good working order and shall send a report from said inspection to the Municipality annually, on or before December 31st of each year.

3. The Landowner hereby grants a perpetual easement to the Municipality, its authorized agents and employees, to enter upon the Property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems necessary. The Municipality shall make reasonable efforts to notify the Landowner prior to entering the Property.

4. In the event the Landowner fails to operate and maintain the BMP(s) as shown and described on the Final Drainage Report in good working order as reasonably determined by the Municipality, the Municipality or its representatives may enter upon the Property and take action to maintain and/or repair and/or reconstruct said BMP(s). It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.

5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all reasonable expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality.

6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMP(s) by the Landowner. This Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

7. The Municipality may conduct routine inspections of the BMP(s) to verify their continued adequate functioning. The Municipality may also inspect the BMP(s) in the event of reported or suspected failure to function adequately. These inspection activities shall not absolve the Landowner of its obligation to maintain the BMPs in perpetuity or to provide the Municipality with the required Landowner inspection report.

8. This Agreement shall not be interpreted or deemed to limit the authority, privilege or right of the Municipality pursuant to any duly enacted ordinance of the Municipality, charter provision, statute or any duly granted federal or state water discharge permit.

9. Notifications and reports made under this Agreement shall be provided to the City at:

City of Grand Junction
Street Systems Supervisor
250 N 5th Street
Grand Junction, CO 81501

and to the Landowner at:

REDLANDS VALLEY CACHE, LLC
244 N. 7th STREET
GRAND JUNCTION, CO 81501

This Agreement shall be recorded in the Mesa County, Colorado land records and shall, once recorded, constitute a covenant running with the Property and shall be an equitable servitude binding on present and subsequent owners of the Property in whole or in part, and their administrators, executors, assigns, heirs and successors in interest, in perpetuity

WITNESS the following signatures and seals:

LANDOWNER: (SEAL – if incorporated)

By: Sidney Squirrell

Printed name and title: SIDNEY SQUIRRELL, MANAGING MEMBER

County of Mesa, Colorado

I, Elgin Mier, a Notary Public in and for the County and State aforesaid, whose commission expires on the 30 day of May, 2011, do hereby certify that Sidney Squirrell whose name(s) is/are signed to the foregoing Agreement has/have acknowledged the same before me in my said County and State.

Given under my hand this 3 day of October, 2008

Elgin Mier
Notary Public

(SEAL)

NOTARY PUBLIC
ELGIN MIER
STATE OF COLORADO

RECEPTION #: 2472360, BK 4779 PG 285 01/16/2009 at 02:57:12 PM, 4 OF 4, R $20.00 S $1.00 Doc Code: AGMT Janice Rich, Mesa County, CO CLERK AND RECORDER

CITY OF GRAND JUNCTION: (SEAL)

By: Tim Moore

Printed name and title: Tim Moore PW&P Director

County of Mesa, Colorado

I, Susan Mueller, a Notary Public in and for the County and State aforesaid, whose commission expires on the 30th day of June, 2010, do hereby certify that Tim Moore whose name is signed to the foregoing Agreement has acknowledged the same before me in my said County and State.

Given under my hand this 6th day of January, 2009.

Susan Mueller
Notary Public (SEAL)

SUSAN M. MUELLER NOTARY PUBLIC STATE OF COLORADO

RECEPTION#: 2957029, at 12/15/2020 9:36:59 AM, 1 of 5
Recording: , Tina Peters, Mesa County, CO. CLERK AND RECORDER

MESA COUNTY

POST-CONSTRUCTION STORMWATER CONTROL OPERATIONS AND MAINTENANCE AGREEMENT

Agreement No. SW20-00107

THIS AGREEMENT ("Agreement") is made and entered into this 15 day of December, 20 20, by and between Conquest Homes, LLC, (hereinafter the "Landowner"), and the Mesa County Stormwater Division

RECITALS

The Landowner is the owner of the following real property (hereinafter referred to as "the Property").

__ If the Property is a single parcel:

Street Address: _____

Parcel Number: _____

X If the Property is a subdivision or planned unit development:

Development Name: Red Rocks Homes, (Filings 2, 3, 4)

The Landowner is developing the Property.

The Stormwater Division and the Landowner, on behalf of all successors and assigns, agree that the health, safety, and welfare of the residents and the protection and maintenance of water quality require that on-site stormwater control measures be constructed and maintained on the Property. The Landowner acknowledges the Stormwater Division has been granted legal authority to execute this Agreement and perform the activities identified in this agreement within the jurisdiction of **Mesa County**.

For the purposes of this Agreement, the following definition shall apply:

> CM – "Control Measures;" activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Pollution Prevention Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bio-retention, wet ponds, permeable paving, grassed swales, forested buffers, sand filters and detention basins.

Exhibit S

MESA COUNTY

As part of the approval of the development of the property, the Stormwater Division will review and approve a Final Drainage Report which will implement Post-Construction Storm Water Management CMs required by the Mesa County/City of Grand Junction Stormwater Management Manual.

The purpose of this Agreement is to insure the adequate maintenance, operation and repair of the storm water management facilities, in perpetuity, by the owners of the property served by these facilities.

The Landowner desires to subject and place upon the Property the covenants and servitudes set forth herein which shall run with the Property and be binding on all parties having any right, title, or interests in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein and the following terms and conditions, the parties hereto agree as follows:

1. The CMs shall be constructed by the Landowner in accordance with the plans and specifications shown and described in the Final Drainage Report.

2. The Landowner shall operate and maintain in perpetuity the CM(s) as shown and described on the Final Drainage Report in good working order as reasonably determined by the Stormwater Division and in accordance with the specific maintenance requirements noted on the Final Drainage Report.

3. The Landowner shall cause the CM(s) to be inspected annually by a Qualified Erosion Control Specialist to ensure good working order and shall send a report from said inspection to the Stormwater Division annually, on or before December 31st of each year. Should landowner fail to meet annual inspection responsibility, Mesa County Stormwater Division can inspect the CM(s) and collect from the landowner all costs incurred, including administrative and inspection costs.

4. The Landowner hereby grants a perpetual easement to the Stormwater Division, its authorized agents and employees, to enter upon the Property, at reasonable times and upon presentation of proper identification, to inspect the CM(s) whenever it deems necessary. The Stormwater Division shall make reasonable efforts to notify the Landowner prior to entering the Property.

5. In the event the Landowner fails to operate and maintain the CM(s) as shown and described on the Final Drainage Report in good working order as reasonably determined by the Stormwater Division, the Division may enter upon the Property and take action to maintain and/or repair and/or reconstruct said CM(s). It is expressly understood and agreed that the Division is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Stormwater Division.

6. In the event the Division, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies,

MESA COUNTY

materials, and the like, the Landowner shall reimburse the Stormwater for all reasonable expenses (direct and indirect) incurred within 30 days of receipt of invoice from the Stormwater Division.

7. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite CM(s) by the Landowner. This Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

MESA COUNTY

8. The Stormwater Division may conduct routine inspections of the CM(s) to verify their continued adequate functioning. The Stormwater Division may also inspect the CM(s) in the event of reported or suspected failure to function adequately. These inspection activities shall not absolve the Landowner of its obligation to maintain the BMPs in perpetuity or to provide the Stormwater Division with the required Landowner inspection report.

9. This Agreement shall not be interpreted or deemed to limit the authority, privilege or right of the Stormwater Division pursuant to any duly enacted ordinance of the Stormwater Division, charter provision, statute or any duly granted federal or state water discharge permit.

10. Notifications and reports made under this Agreement shall be provided to the Stormwater Division at:

Mesa County Stormwater Division
P.O. Box 20,000
Grand Junction, CO 81502

And to the Landowner at:
Conquest
1111 S. 12th St.
Grand Junction, CO 81501

This Agreement shall be recorded in the Mesa County, Colorado land records and shall, once recorded, constitute a covenant running with the Property and shall be an equitable servitude binding on present and subsequent owners of the Property in whole or in part, and their administrators, executors, assigns, heirs and successors in interest, in perpetuity

WITNESS the following signatures and seals:

FOR THE STORMWATER DIVISION:

By: Joshua Martinez
Stormwater Coordinator

ATTEST: Carrie Eudory
Regulatory Programs Manager.

MESA COUNTY

Printed Name & Title

LANDOWNER: Conquest Homes, LLC (SEAL – if incorporated)

By: _____

Printed name and title: Darren Caldwell - member

COUNTY OF Mesa, STATE OF Colorado

I, Lorna Divinny, a Notary Public in and for the County and State aforesaid, whose commission expires on the 23rd day of August, 2024, do hereby certify that Darren Caldwell for Conquest Homes (only), whose name(s) is/are signed to the foregoing Agreement has/have acknowledged the same before me in my said County and State.

Given under my hand this 30th day of October, 2020.

_____
Notary Public

LORNA L DIVINNY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924011431
MY COMMISSION EXPIRES AUGUST 23, 2024
(SEAL)

HOSKIN FARINA & KAMPF
PROFESSIONAL CORPORATION

MEMORANDUM

To:	The Board of Directors of the Red Rocks Valley Homeowners Association, Inc.
From:	Andrew Teske and Kari Henning
Date:	November 24, 2025
Subject:	Additional Red Rocks Valley Drainage Issues

Background

This memorandum supplements the November 13, 2025 memorandum prepared by Hoskin Farina & Kamp for the Red Rocks Valley Homeowners Association (the "HOA") Board of Directors. This supplement specifically addresses Conquests Homes, LLC's ("Conquest") rights to place dirt or build berms on Tract K and Lot AA Block 2 in the Red Rocks Valley Subdivision ("Tract K" and "Lot AA", respectively), which may impact drainage in the Red Rocks Valley Community (the "Community").

Relevant History

Tract K and Lot AA were platted in the Red Rocks Valley Plat on September 29, 2008. *See* Ex. A. Tract K was designated in part as a "Drainage and Mitigation Easement" on the plat, and the plat notes indicate that Lot AA was a potential future development area. *See id.* All drainage and mitigation easements and certain real property including Tract K were conveyed to the HOA on January 26, 2009, and the HOA continues to own it. *See* Ex. B. Following a series of conveyances, DCPT, LLC ("DCPT"), an entity which appears to be related in some way with Conquest, is the current owner of Lot AA. *See* Ex. C.

As discussed in more detail in the November 13 memorandum, the Community adopted an Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Red Rocks Valley on September 14, 2012 (the "Amended and Restated CCRs"). *See* Ex. D. Tract K was removed from the Community by the Amended and Restated CCRs but was reincorporated into the Community through the First Amendment to the Amended and Restated CCRs in 2015. *See* Ex. E. Lot AA is part of the Expansion Property under the Amended and Restated CCRs. *See* Ex. D.

Tract K

Under the Amended and Restated CCRs, the Declarant has an easement through the Common Elements, including Tract K, "for the purpose of discharging any of Declarant's obligations or exercising any Special Declarant Rights." *See* Ex. D at Ch. 3, Art. I, Sec. 1. To the extent Conquest has obligations under the 2009 or 2020 Stormwater Agreements that would require drainage work in Tract K, this broad language may give Conquest the right to

conduct that work as the successor Declarant. However, as previously discussed, the assignment of Declarant rights from the Community's original Declarant was technically improper, so Conquest's ability to utilize this easement as the "Declarant" is questionable.

Nevertheless, the Amended and Restated CCRs also established certain rights on the Common Elements for all Owners in the Community, and those rights more clearly extend to Conquest. First, the Amended and Restated CCRs grant[1] an easement to the Declarant, the HOA, *and* the Owners "for the installation and maintenance of … drainage facilities… as shown on the Plat and any amendments to such Plat or as established by any other instrument of record." *See* Ex. D at Ch. 3, Art. I, Sec. 2.a. The Amended and Restated CCRs similarly provide that "every owner shall have a non-exclusive right and easement for the purpose of access to their Lots *and for all other purposes*, in and on the Common Elements…" *Id.* at Ch. 3, Art. II, Sec. 1.

These broad Owner rights are tempered by other provisions. For example, the HOA has the power to promulgate rules and regulations regarding the use of the Common Elements, which, in this instance, could limit the Owners' ability to place or move dirt on Tract K. *See id.* at Ch. 3, Art. II, Sec. 2.c. The Amended and Restated CCRs also clearly prohibit modification of drainage, stating that no "material shall be placed or permitted to remain which may change the direction or flow of drainage channels in the easements [including Tract K], or which may obstruct or retard the flow of water through the drainage channels in the easements." *Id.* at Ch. 4, Art. I, Sec. 10. Similarly, the Amended and Restated CCRs provide that the Owners "will not in any way interfere with the established drainage pattern over [the Common Elements] … in accordance with the approved drainage and maintenance plan for the subdivision." *Id.* at Ch. 4, Art. I, Sec. 19.

Taken together, these provisions suggest that Conquest has a right to install drainage facilities according to an approved drainage plan for the Community, but once those facilities are in place, it cannot make changes to the established drainage. If Conquest has modified Tract K in other ways (i.e. not according to an approved drainage plan, and without HOA approvals), it may be liable to the Association for the resulting damage.

If it becomes necessary or desirable to change the established drainage, then the party responsible for the maintenance of the relevant property (here, the HOA), can seek the approval of the Architectural Review Committee and obtain any necessary governmental approvals. *See id.* The HOA could potentially contract with Conquest to perform that work, but, with these limitations in place, Conquest cannot unilaterally dump dirt or make other changes on Lot K which impact the drainage.

[1] As written, this easement was "reserved" by the Declarant. However, Tract K and the other Drainage Tracts had already been conveyed to the HOA when the Amended and Restated CCRs were executed, so it would have been impossible for the Declarant to reserve an easement, even if it otherwise had the power to do so. Because the Amended and Restated CCRs were later adopted and signed by the HOA through the First Amendment to the Amended and Restated CCRs, the HOA arguably granted the easements on the Drainage Tracts and other Common Elements described in the Amended and Restated CCRs through that later action.

Lot AA

There are also limitations on DCPT's ability to modify Lot AA, if those modifications change the historic drainage off of that Lot.

Because Lot AA has not yet been added to the Community, the Amended and Restated CCRs do not apply. While Lot AA may benefit from an implied, natural drainage easement across downhill properties in the Community, Lot AA cannot be altered in a way that causes water to be "sent down in a manner or quantity causing more harm than it formerly had done." *See Hoff v. Ehrlich*, 511 P.2d 523, 525 (Colo. App. 1973). If modifications to Lot AA increase the flow of water or otherwise cause the drainage to be more destructive than it historically has been, then DCPT will have exceeded the scope of its natural drainage easement and trespassed on the impacted properties. *See Hoery v. U.S.*, 64 P.3d 214, 217 (Colo. 2003) (a trespass is a "physical intrusion upon the property of another without the proper permission from the person legally entitled to possession of that property … The intrusion can occur …when an actor causes something else [such as water] to enter the land.").

The question of whether modifications to grade, placement of fill, storage of soils, or other changes to the surface of Lot AA cause changes in the drainage patterns through the downhill portions of the Community, including Tract K and others, such that the discharge of drainage water from Lot AA is now more harmful that it has been historically is a technical engineering question that is beyond the scope of this memorandum.