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Janice Ward CLK&REC Mesa County, CO
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FOURTH SUPPLEMENT TO THE

THE DECLARATION FOR COUNTRY CREEK PATIO HOMES

THIS Fourth Supplement of The Declaration for Country Creek Patio Homes (the "Fourth Supplement to the Declaration") is made as of March 2, 2006, by Sunshine of the Redlands, Inc., a Colorado corporation (the "Declarant").

RECITALS:

A. Declarant has heretofore caused to be recorded on August 11, 1998, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at book 2475, page 505, a Declaration for Country Creek Patio Homes (as amended and supplemented to date, the "Declaration").

B. In Article XIV of the Declaration, Declarant expressly reserved for itself and any Successor Declarant (all capitalized terms used herein shall have the meanings as defined in the Declaration, unless otherwise defined or modified herein) the right to expand the Property by annexing and submitting additional Lots and Common Area by one or more duly recorded supplements to the Declaration and Expansion plats.

C. Declarant hereby submits to the Declaration the following described property:

Lots 1-3, Block 1, Lots 1-6, Block 2, Lots 1-4, Block 3, Lots 1-4, Block 4, Lots 1-4, Block 5, Lots 1-4, Block 6 and all Tracts and other property within VILLAGE AT COUNTRY CREEK, FILING THREE as shown on the plat as recorded May 6th, 2005 in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3892, Page 143 through 153, (hereinafter referred to as the "Expansion Property").

D. Declarant reserves the right for itself and any Successor Declarant to further expand the Property in the future in accordance with the Declaration.

Declarant hereby declares that both the Property and the Expansion Property shall be held, sold and conveyed subject to the Declaration, the covenants, conditions and restrictions of which are for the purpose of protecting the value and desirability of the Property and the Expansion Property and which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property or the Expansion Property.

1. General. The terms and provisions contained in this Fourth Supplement to the Declaration shall be in addition and Expansion to the terms and provisions contained in the Declaration. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to this Fourth Supplement to the Declaration and to the Expansion Property. The definitions used in the Declaration are hereby

expanded and shall hereafter be deemed to encompass and refer to the Property as defined in the Declaration and the Expansion Property as defined herein. For example, reference to the "Property" shall mean both the Property and the Expansion Property, reference to "Owner" shall mean the record owner of fee simple title both to any Vacant Lot or Dwelling Unit as defined in the Declaration and to the Lots constituting the Expansion Property, reference to "Member" shall mean every Owner as defined in the Declaration and as modified by this Fourth Supplement to the Declaration, and reference to the "Declaration" shall mean the Declaration as supplemented by this Fourth Supplement to the Declaration. All ownership and other rights, obligations and liabilities of owners of original Lots, Vacant Lots and Dwelling Units are hereby modified as described herein.

2. Effect of Expansion. Assessments levied by the Association as provided in the Declaration, after the recording of this Fourth Supplement to the Declaration, shall be levied against Lots, including Lots which are part of the Expansion Property, as allocated by the Board of Directors of the Association. Notwithstanding any inclusion of additional Lots under the Declaration, each Owner (regardless of whether such Owner is the owner of a Vacant Lot or Dwelling Unit shown on the original plat or is the owner of a Lot constructed in the Expansion Property) shall remain fully liable with respect to his obligation, if any, as and to the extent provided in the original Declaration, for the payment of the Assessments of the Association, including those relating to the expenses for all Common Area and related costs and fees, if any. The recording of this Supplement to Declaration shall not alter the amount of the Assessments assessed to a Vacant Lot or Dwelling Unit prior to such recording. The effect of this Fourth Supplement is also to amend and restate certain of the exhibits to the original Declaration, for all purposes to be in form and substance as attached hereto as Exhibits A, B and C hereto. (Exhibit D to the Declaration, as previously amended in connection with the further subdivision of certain Lots within Filing 1 of Country Creek, is no longer determinative of the percentage allocation of assessments, which allocations are determined by the Board of the Association pursuant to Section 5.10 of the Declaration.)

3. Reservation. Declarant hereby reserves the right for itself and any Successor Declarant to further expand the Property in the future to include additional Lots and to further expand the Common Area.

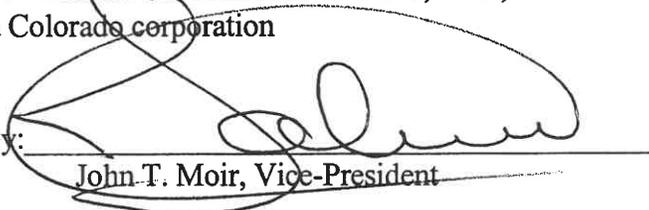
4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5. Conflicts Between Documents. In case of conflict between the Declaration as supplemented hereby and the Articles and the Bylaws of the Association, the Declaration as supplemented shall control.

DATED as of the day and year first above written.

SUNSHINE OF THE REDLANDS, INC.,
a Colorado corporation

By:


John T. Moir, Vice-President

STATE OF COLORADO

)

) ss.

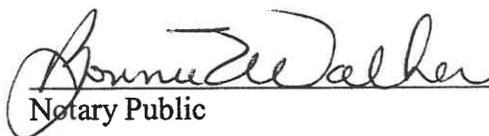
COUNTY OF Mesa

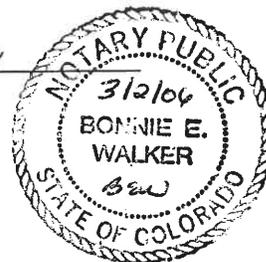
)

The foregoing instrument was acknowledged before me this 2nd day of March, 2006, by John T. Moir as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: September 26, 2009.


Notary Public



THIRD AMENDED
EXHIBIT A
TO
DECLARATION
FOR
COUNTRY CREEK PATIO HOMES

LEGAL DESCRIPTION OF PROJECT AREA

- a) Lots 1-4, Block 1
- b) Lots 1-2, Block 2
- c) Lots 1-6, Block 3
- d) Lots 1-8, Block 4

and all Tracts and other property within VILLAGE AT COUNTRY CREEK, FILING 1, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on October 14, 1997, in Plat Book 16, at Pages 18 through 20, under Reception No. 1816609.

- a) Lots 1-4, Block 1
- b) Lots 1-8, Block 2
- c) Lots 1-6, Block 3
- d) Lots 1-2, Block 4

and all Tracts and other property within VILLAGE AT COUNTRY CREEK, FILING 2, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on December 27, 2001, in Plat Book 18, at Pages 311 through 314.

- a) Lots 1-15, Block 1,
- b) Lots 1-9, Block 2,
- c) Lot 1, Block 3,

and all Tracts and other property within VILLAGE AT COUNTRY CREEK SOUTH as shown on the plat as recorded December 31, 2003, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3561, Pages 441 through 442.

- a) Lots 1-3, Block 1,
- b) Lots 1-6, Block 2,
- c) Lots 1-4, Block 3,
- d) Lots 1-4, Block 4,
- e) Lots 1-4, Block 5,
- f) Lots 1-4, Block 6,

and all Tracts and other property within VILLAGE AT COUNTRY, FILING 3 as shown on the plat as recorded May 6th, 2005, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3892, Pages 143 through 153.

THIRD AMENDED
EXHIBIT B
TO
DECLARATION
FOR
COUNTRY CREEK PATIO HOMES

LEGAL DESCRIPTION OF COUNTRY CREEK COMMON AREA

Outlots A, B, C, D of VILLAGE AT COUNTRY CREEK, FILING 1, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on October 14, 1997, in Plat Book 16, at Pages 18 through 20, under Reception No. 1816609.

Tracts A, B, C, D, E, F of VILLAGE AT COUNTRY CREEK, FILING 2, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on December 27, 2001, in Plat Book 18, at Pages 311 through 314.

Tracts A, B, and C within VILLAGE AT COUNTRY CREEK SOUTH, Mesa County, Colorado, as shown on the plat as recorded December 31, 2003, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3561, Page 441 through 442.

Tracts A, B, C, D, E and F within VILLAGE AT COUNTRY, FILING 3, Mesa County, Colorado, as shown on the plat as recorded May 6th, 2005 in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3892, Page 143 through 153.

THIRD AMENDED
EXHIBIT C
TO
DECLARATION
FOR
COUNTRY CREEK PATIO HOMES

RECORDING DATA FOR RECORDED EASEMENTS AND LICENSES

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK, FILING 1, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on October 14, 1997, in Plat Book 16, at Pages 18 through 20, under Reception No. 1816609.

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK, FILING 2, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on December 27, 2001, in Plat Book 18, at Pages 311 through 314.

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK SOUTH, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on December 31, 2003, in Plat Book 3561, Page 441 through 442.

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK, FILING 3, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on May 6th, 2005, in Plat Book 3892, Page 143 through 153.

QUITCLAIM DEED

This Quitclaim Deed, made this 2nd day of March, 2006, between SUNSHINE OF THE REDLANDS, INC., a Colorado corporation, of 278 North Mesa Street, Fruita, Colorado 81521 ("Grantor"), and COUNTRY CREEK PATIO HOME ASSOCIATION, INC., a Colorado nonprofit corporation ("Grantee").
1136 Periwinkle Ln
Fruita CO 81521

Grantor; for and as part of its completion of the VILLAGE AT COUNTRY CREEK, FILING THREE Subdivision, and other good and valuable consideration, does release, remise and quitclaim to Grantee, all of the interest, right and title of Grantor to that certain tract or parcel of land in Mesa County, Colorado, as more particularly described as follows:

Legal Description: Tract A, B, C, D, E and F, Village at Country Creek, Filing No.3, as shown on the plat thereof recorded on May 6th, 2005, in the books and records of the Clerk and Recorder of Mesa County, Colorado at Book 3892, Pages 143 through 153 (the "Plat").

Assessor's schedule or parcel number: Tract A # 2697-092-61-004
Tract B # 2697-092-62-007
Tract C # 2697-092-63-005
Tract D # 2697-092-63-006
Tract E # 2697-092-66-005
Tract F # 2697-092-66-006

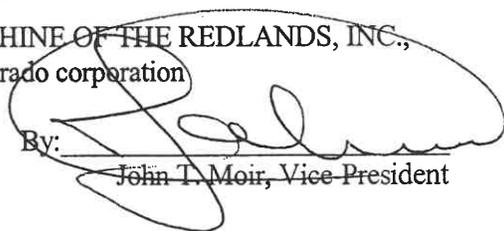
(collectively, the "Property").

Grantor conveys the Property to Grantee, together with all the estate and rights of Grantor in the Property and Grantor assigns to Grantee all of Grantor's rights and appurtenances belonging, or in anyway appertaining, to the use or benefit of the Property.

In witness therein of the above, Grantor have signed, sealed and delivered this Quitclaim Deed on the date written above.

Grantor:

SUNSHINE OF THE REDLANDS, INC.,
a Colorado corporation

By: 

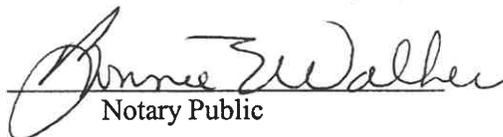
John T. Moir, Vice President

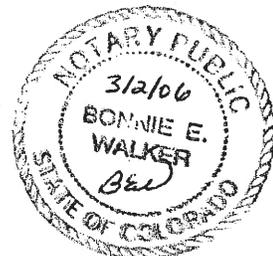
STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 2nd day of March, 2006, by John T. Moir as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: September 26, 2006


Notary Public



Thirty Ninth Amendment to Declaration for Country Creek Patio Homes

This Thirty Ninth Amendment to Declaration for Country Creek Patio Homes ("Thirty Ninth Amendment") is executed on March 1, 2006, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as; Lots 1, 2 & 3 in Block 1, Lots 1, 2, 3, 4, 5 & 6 in Block 2, Lots 1, 2, 3 & 4 in Block 3, Lots 1, 2, 3 & 4, in Block 4, Lots 1, 2, 3 & 4, in Block 5, Lots 1, 2, 3 & 4, in Block 6, Village at Country Creek, Filing Three; and

WHEREAS, Declarant will cause certain Dwelling Units to be constructed upon such Village at Country Creek Filing Three; and

WHEREAS, Declarant has recorded a Final Plat and Common Interest Community Map of Village at Country Creek Filing Three in the office of the Mesa County Clerk and Recorder on May 6, 2005 in Book # 3892, at page # 143 through 153, under Reception No. 2252351, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Units 3-1, 3-2, 3-3, 3-4, 3-5, 3-6, 3-7, 3-8, 3-9, 3-10, 3-11, 3-12, 3-13, 3-14, 3-15, 3-16, 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24, 3-25, 3-26, 3-27, 3-28, 3-29, 3-30, 3-31, 3-32, 3-33, 3-34, 3-35, 3-36, 3-37, 3-38, 3-39, 3-40, 3-41, 3-42, 3-43, 3-44, 3-45, 3-46, 3-47, 3-48, 3-49 and 3-50" respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

- 1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek Filing Three is hereby subdivided as shown on the Subdivision Plat. Each of Units 3-1, 3-2, 3-3, 3-4, 3-5, 3-6, 3-7, 3-8, 3-9, 3-10, 3-11, 3-12, 3-13, 3-14, 3-15, 3-16, 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24, 3-25, 3-26, 3-27, 3-28, 3-29, 3-30, 3-31, 3-32, 3-33, 3-34, 3-35, 3-36, 3-37, 3-38, 3-39, 3-40, 3-41, 3-42, 3-43, 3-44, 3-45, 3-46, 3-47, 3-48, 3-49 and 3-50 as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Thirty Ninth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: [Signature]
Name: John T. Moir IV
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 2nd day of March, 2006, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.
My commission expires: 9-26-2009.

[Signature]
Notary Public
[Notary Seal: BONNIE E. WALKER, STATE OF COLORADO, 3/2/06]

2304656 BK 4105 PG 56
03/02/2006 02:12 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$5.00 SurChgs \$1.00

RECEPTION #: 2348625, BK 4293 PG 51 11/14/2006 at 11:37:50 AM, 1 OF 3, R \$15.00 S \$1.00 Doc Code: DECLARATION Janice Ward, Mesa County, CO CLERK AND RECORDER

FIFTH SUPPLEMENT TO DECLARATION FOR COUNTRY CREEK PATIO HOMES

This Fifth Supplement to the Declaration for Country Creek Patio Homes is dated this 3rd day of November, 2006, to be effective upon its recording with the Clerk and Recorder of Mesa County, Colorado, after having been duly approved by all required parties under the Declaration.

RECITALS

A. The Declaration was recorded on August 11, 1998, with the Clerk and Recorder of Mesa County, Colorado, at Book 2475 at Page 505.

B. The Declaration provides for certain Amendment rights by the Members, in accordance with Article XVI of the Declaration.

C. The Members intend to Amend the Declaration (as defined in Section 16.3 of the Declaration) in accordance with the terms and conditions of Articles XVI of the Declaration.

WHEREFORE, the Declaration is hereby amended as follows:

1. Section 2.22 be amended in its entirety to read:

“Section 2.22. Exterior Surfaces. “Exterior Surfaces” shall mean the exterior surfaces of Dwelling Units on any Lots within the Project Area including the exterior surfaces of walls, doors, windows, gutters, down spouts, roofs and exterior surfaces of all fences, whether such fences are part of the Dwelling Unit or located elsewhere on the Lot, but excluding Patio Area ceilings and any portions of any of the foregoing which are glass and any screens on windows or doors. With respect to Patio Areas, exterior surface means the exterior surfaces of walls, doors and windows excluding glass and screens, gutters, down spouts, roofs or railings that are interior to the Patio Area.”

2. The first sentence of Section 2.33 be amended to read as follows:

“Section 2.33. Patio Area. “Patio Area” shall mean that portion of a Lot located in back of and/or adjacent to the Dwelling Unit constructed on such Lot, designed for use as a patio, porch or garden area in connection with such Dwelling Unit.”

3. Section 9.2 be amended to add a new subsection (f) as follows:

“...(f) no addition, alteration or other improvement of any kind on or inside the Patio Area of any Dwelling Unit which improvement is visible from the streets or common areas within the Association shall be made without the approval of the Country Creek Architectural Review Committee.”

4. Section 10.5(c) be amended to add, as follows:

“No vehicle of any kind or description may be parked on the streets within the Association except for temporary nonresident parking. Campers, RVs and boats may be parked on the streets or driveways for up to 48 hours, to facilitate loading and unloading. The Board, in it’s sole discretion, may make such allowances for on-street parking of passenger vehicles as are reasonably necessary to accommodate the needs of persons with disabilities or other special needs or as otherwise required by law. Nothing in this subsection (c) prevents the parking of emergency and other vehicles in accordance with state, local, or other applicable law.”

5. Section 10.5(e) be amended in its entirety to read:

“(e) Signs and Billboards. Signs shall be permitted upon the properties in such manner, at such times, and with such limitations as are imposed by state, local, or other applicable law. Unless so permitted, no billboards or advertising signs or similar devices of any character shall be erected, placed, permitted or maintained on any Lot, except a name and address sign, the design and location of which shall be approved in advance by the Country Creek Architectural Review Committee.”

6. Section 10.5(g) be amended in its entirety to read:

“(g) Antennae. Antennae used to receive direct broadcast satellite, fixed wireless, multichannel multipoint distribution, or television broadcast services shall be permitted upon those portions of a Lot or Dwelling Unit which are under the exclusive control of an Owner as specifically provided by federal law and regulation, and subject to possible review by the Country Creek Architectural Review Committee. Antennae used for other purposes, such as reception of radio, Ham radio, civilian band radio or other signals or services shall not be erected, placed or maintained on any part of a Lot or Dwelling Unit unless the placement and screening of such device from view is approved by the Country Creek Architectural Review Committee.”

7. Except as, and only to the extent, set forth in this Fifth Supplement, the Declaration shall remain in full force and effect, in accordance with its terms.

8. By signing below, the undersigned certifies that the Fifth Supplement to the Declaration for Country Creek Patio Homes was approved by a vote of the members by ballot with each member representing one lot, with 67 members voting in favor of these Amendments and 18 members voting against these Amendments. At the time of the vote, there existed a total of 97 lots within Country Creek Patio Homes

4258-858



SHARES

NUMBER

THE GRAND VALLEY IRRIGATION COMPANY

This Certificate

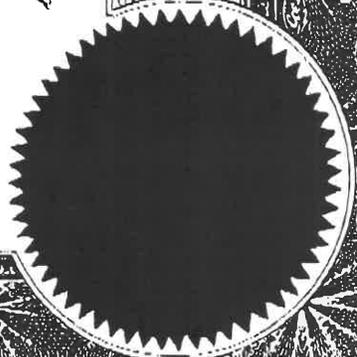
Country Creek Patio Home Association, Inc. is the owner of
---twenty four--- Shares of the Capital Stock of

THE GRAND VALLEY IRRIGATION COMPANY, Full Paid and Assessable

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed

IN WITNESS WHEREOF, the said Corporation, has caused this Certificate to be signed
by its duly authorized officers, and its Corporate Seal to be hereunto affixed
this 4th day of December A.D. 2001

John A. ...
Secretary



SHARES

PAID

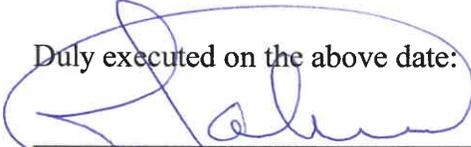
Country Creek Patio Home Association
Maintenance Fund Guidelines

September 17, 2009

It is the intent of the Declaration for Country Creek Patio Homes (Declaration) as per Section 5.8 Funding of Reserves, "to fund reserves by regularly scheduled payments included as part of the Common Assessments, rather than by large Special Assessments." Furthermore, the Declaration states in Section 5.1 Maintenance Fund to be Established, "the Maintenance Fund shall contain monies for the routine operations of the Association and may also contain monies for reserves for any purpose for which the Association may establish reserves." In order to guide the policy on the establishment and funding of said reserves, the Board is putting into place these Guidelines:

1. Reserve Funds shall be established and funded for the following categories:
 - a. **Irrigation Reserve Fund:** Replacement of parts to the irrigation system not covered by routine maintenance as budgeted for on an annual basis. Example: Replacement of pumps or main pipelines.
 - b. **Common Areas Reserve Fund:** Replacement of larger capital items within the Community Center and all other Common Areas not covered by routine maintenance as budgeted for on an annual basis. Example: Replacement of air conditioning units or repaving parking lot at Community Center.
 - c. **General Maintenance Reserve Fund:** Extraordinary maintenance of the exterior surfaces of dwelling units as per Section 7.6 Duty to Manage and Care for Exterior Surfaces of the Declaration. Example: Painting of exterior surfaces of dwelling units and garage doors.
 - d. **Operations Reserve Fund:** Sufficient capital to provide for six months of Operations of the Association in order to maintain a healthy reserve for the Association. Example: Maintain operations of the Association for a given period of time during difficult times.
2. All Reserve Funds shall be funded as per the annual budget as proposed by the Executive Board (Board) for the Association and ratified by the Owners in the Association.
3. All monies for each Reserve Fund shall be allocated to said fund on a quarterly basis and accounted for as Restricted Earnings on the Balance Sheet of the Association.
4. Funds should be invested in interest bearing accounts in order to maintain values closely associated with the Consumer Price Index (CPI). Balances in said accounts shall not exceed the amounts as guaranteed by the FDIC.
5. Each fund will be fully funded when the amount in said fund meets or exceeds a cap limit set by the Board, further funding may resume when the Board deems it necessary to expand the cap limit.
6. The Board reserves the right to establish additional funds as the needs for the Association may require.

Duly executed on the above date:



John T. Moir

President of the Country Creek Patio Home Association

Attest/Witness:



Gail Corbett

Secretary of the Country Creek Patio Home Association

Country Creek Patio Home Association

**Guidelines and Interpretations for the Declaration for Country Creek Patio Homes
(Declaration)**

PURPOSE

The Board of the Country Creek Patio Home Association is providing these Guidelines in order to clarify and elaborate on the Declaration. These Guidelines will further clarify to Owners their personal responsibilities versus those of the Association in terms of maintenance of the exterior of the units, cooler, A/C and heat pump maintenance, parking in common areas and the individual Owner's use of the common elements. Finally, these Guidelines will help establish an enforcement mechanism in order to enforce the Declaration. The articles below are excerpted from the Covenants for Country Creek PHA (Association) and are included for immediate reference.

MAINTENANCE OF EXTERIOR SURFACES

It is the intent that the Association be responsible for the routine maintenance of the exteriors of walls, roofs, gutters and down spouts, exterior trim, exterior side of all wooden fences, but excluding glass, screens, ceilings and railings that are interior to the Patio Area. The exterior of all units are to be inspected annually by a qualified craftsman, for any apparent maintenance needs. Any deficiencies will be listed out and presented to the Board in order for the work to be budgeted for and a contract for such work to be arranged. Exterior surfaces including, painted columns, exterior portions of fences, garage trim and doors, etc., are to be periodically painted or oiled by a contractor employed by the Association.

The Owner is responsible for the maintenance of all ceilings, the interior surface of all patio fences within the Patio Areas (that area inside railings and patio fences), as well as the glass and screens in the windows and doors. Should there be any repair work that is found on any home, the Owner will be notified so they can contact their insurance company and proceed with any claim.

With regard to the care of the exterior siding, each homeowner is individually responsible for the washing of these surfaces. The Owner is responsible for the replacement and repair of the exterior siding, doors and windows etc, should there be damages to the exterior of the home.

With regard to the maintenance of the roofing of dwelling units: The Association will be responsible to assure that all roof surfaces are inspected on an annual basis and that any repair work be presented to the Owner. Any caulking around vents and Air Conditioning Units shall be done by the Association only as a matter of regular maintenance. If the roof surface is damaged by some event other than normal wear and tear, the owner of the unit will be responsible for the repair or replacement of the roof shingles.

COOLER, AIR CONDITIONING AND HEAT PUMP MAINTENANCE

Coolers: All coolers will have maintenance two times per year. In the spring and fall a representative from a maintenance company will schedule with homeowners to activate and winterize coolers throughout the community. This will consist of the following:

Spring	Fall
<ul style="list-style-type: none"> • Remove cooler cover 	<ul style="list-style-type: none"> • Disconnect water line
<ul style="list-style-type: none"> • Replace aspen pads 	<ul style="list-style-type: none"> • Drain cooler
<ul style="list-style-type: none"> • Clean cooler pan 	<ul style="list-style-type: none"> • Clean pan
<ul style="list-style-type: none"> • Hook up water line 	<ul style="list-style-type: none"> • Remove belt
<ul style="list-style-type: none"> • Adjust water float level 	<ul style="list-style-type: none"> • Replace cover
<ul style="list-style-type: none"> • Adjust belt tension 	
<ul style="list-style-type: none"> • Oil fan motor 	
<ul style="list-style-type: none"> • Check for proper operation 	

Any additional work required to keep cooler working will be billed to the homeowner. If the maintenance person sees a potential problem such as a worn belt, a weak pump or motor, it is suggested that the homeowner replace those items immediately in the spring as a break down later in the year will be more expensive and could inconvenience the homeowner on a hot day. The homeowner shall store the cooler cover over the summer and provide a cover in the fall when winterizing takes place. Any pads other than the typical aspen pads provided by the maintenance company are to be purchased by the homeowner, any liability associated with the use of any other pad is also assumed by the homeowner.

Air Conditioners: A/C units will be serviced one time per year in the spring before start-up. In the spring, a representative from a maintenance company will schedule with homeowners to activate A/C units throughout the community. The maintenance person will check refrigerant pressures, turn on the unit and listen for any problems and check airflow inside the home (if available). If the homeowner has been experiencing any problems, they should speak with the maintenance personnel at this time. Before winter the homeowner simply turns off the A/C unit at the A/C thermostat. The Homeowner will be responsible to pay for new filters and/or any parts and service beyond the above mentioned service.

Ground Source Heat Pumps (Geo Units): Geo units will be serviced one time per year in the spring. In the spring, a representative from a maintenance company will schedule with homeowners to inspect Geo units throughout the community. The maintenance person will run a diagnostic test of the unit, check refrigerant pressures, fluid in ground loop, water temperatures, turn on the unit and listen for any problems and check airflow inside the home (if available). The intent is to meets the maintenance language as stipulated in the owner's warranty. If the homeowner has been experiencing any problems, they should speak with the maintenance personnel at this time. The homeowner will be responsible to pay for new filters and/or any parts and service beyond the above mentioned service.

ON STREET PARKING RESTRICTIONS

As per Section C.4 of the FIFTH SUPPLEMENT TO DECLARATION FOR COUNTRY CREEK PATIO HOMES:

No vehicle of any kind or description may be parked on the streets within the Association except for temporary nonresident parking. Campers, RVs and boats may be parked on the streets or driveways for up to 48 hours, to facilitate loading and unloading. The Board, in its' sole discretion, may make such allowances for on-street parking of passenger vehicles as are reasonably necessary to accommodate the needs of persons with disabilities or other special needs or as otherwise required by law. Nothing in this subsection (c) prevents the parking of emergency and other vehicles in accordance with state, local, or other applicable law."

OFF STREET PARKING RESTRICTIONS

Parking in the garage is encouraged so as to maintain a less cluttered look within the community. Parking will be allowed on the apron directly adjacent to the garage door but only for the use of the owner or guests of that unit. In the case of Patio Homes where there is parking on the rear of the driveway, this will be restricted to guest parking for the enjoyment of the owners of the rear units and is restricted to daytime hours. Any overnight guest parking that does not fit directly adjacent to the garage will be required to move to the community center parking area. Any vehicles parked outside during snow removal shall be re-located to the Community Center parking area in order to complete snow removal of the paved driveway areas. All emergency ingress and egress routes must be kept cleared at all times to provide appropriate access to emergency vehicles.

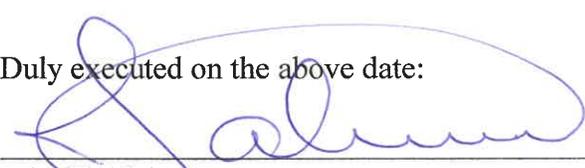
USE OF COMMON ELEMENTS

All common elements are owned by the Association or in the case of the single family homes, the Association has an easement over the area outside the footprint of the home. In these areas there is a need to maintain the landscaping, have access to the home in order to perform maintenance and finally to keep these areas from becoming cluttered with homeowner's possessions. There shall be no furniture, toys, garden carts or trash containers placed in these areas. Up to three (3) potted plants (not to exceed 20" wide by 20" tall) will be allowed in the rock areas near to the driveway but cannot interfere with landscape maintenance or exterior maintenance of the home. These pots can be placed outside after April 1st and must be removed and stored out of sight by November 15th.

ENFORCEMENT OF THESE GUIDELINES

The Articles of the Declaration, along with these Guidelines, will be strictly administered. Enforcement of these Guidelines will be based on neighborhood complaints. If an Owner of the Village at Country Creek sees something that they feel is in violation of the Declaration or these Guidelines, they are encouraged to file a **Country Creek PHA Violation of the Declarations Report** found in the Pool/Library Room at the Community Center. These forms are to be returned under the door of the Manager's office. Once received, the manager will contact the Board and appropriate action will be decided upon. Within two weeks the manager will write a letter to the member who is found in violation stipulating the violation and granting a one week period for the condition to be rectified. If after this period the condition has not been corrected, a fine of \$15.00 per week will be imposed upon the violator for up to 90 days. Finally if after this 90 day period, the condition still exists the Board will take necessary action to remedy the violation. Following all remedial actions, all costs associated with the violation along with any unpaid fines will be passed on to a Collection Agency or a lien will be levied against the violator's property.

Duly executed on the above date:



John T. Moir
President of the Country Creek Patio Home Association

Attest/Witness:



Gail Corbett
Secretary of the Country Creek Patio Home Association

**SIXTH SUPPLEMENT TO THE
THE DECLARATION FOR COUNTRY CREEK PATIO HOMES**

THIS Fourth Supplement of The Declaration for Country Creek Patio Homes (the "Sixth Supplement to the Declaration") is made as of March 17th, 2016, by Sunshine of the Redlands, Inc., a Colorado corporation (the "Declarant").

RECITALS:

A. Declarant has heretofore caused to be recorded on August 11, 1998, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at book 2475, page 505, a Declaration for Country Creek Patio Homes (as amended and supplemented to date, the "Declaration").

B. In Article XIV of the Declaration, Declarant expressly reserved for itself and any Successor Declarant (all capitalized terms used herein shall have the meanings as defined in the Declaration, unless otherwise defined or modified herein) the right to expand the Property by annexing and submitting additional Lots and Common Area by one or more duly recorded supplements to the Declaration and Expansion plats.

C. Declarant hereby submits to the Declaration the following described property:

Lots 1-4, Block 1, Lots 1-4, Block 2, Lots 1-2, Block 3, and all Tracts and other property within VILLAGE AT COUNTRY CREEK, FILING FOUR as shown on the plat as recorded December 22, 2015 in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 5807, Page 697 through 703, (hereinafter referred to as the "Expansion Property").

D. Declarant reserves the right for itself and any Successor Declarant to further expand the Property in the future in accordance with the Declaration.

Declarant hereby declares that both the Property and the Expansion Property shall be held, sold and conveyed subject to the Declaration, the covenants, conditions and restrictions of which are for the purpose of protecting the value and desirability of the Property and the Expansion Property and which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property or the Expansion Property.

1. General. The terms and provisions contained in this Sixth Supplement to the Declaration shall be in addition and Expansion to the terms and provisions contained in the Declaration. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to this Sixth Supplement to the Declaration and to the Expansion Property. The definitions used in the Declaration are hereby

expanded and shall hereafter be deemed to encompass and refer to the Property as defined in the Declaration and the Expansion Property as defined herein. For example, reference to the "Property" shall mean both the Property and the Expansion Property, reference to "Owner" shall mean the record owner of fee simple title both to any Vacant Lot or Dwelling Unit as defined in the Declaration and to the Lots constituting the Expansion Property, reference to "Member" shall mean every Owner as defined in the Declaration and as modified by this Sixth Supplement to the Declaration, and reference to the "Declaration" shall mean the Declaration as supplemented by this Sixth Supplement to the Declaration. All ownership and other rights, obligations and liabilities of owners of original Lots, Vacant Lots and Dwelling Units are hereby modified as described herein.

2. Effect of Expansion. Assessments levied by the Association as provided in the Declaration, after the recording of this Sixth Supplement to the Declaration, shall be levied against Lots, including Lots which are part of the Expansion Property, as allocated by the Board of Directors of the Association. Notwithstanding any inclusion of additional Lots under the Declaration, each Owner (regardless of whether such Owner is the owner of a Vacant Lot or Dwelling Unit shown on the original plat or is the owner of a Lot constructed in the Expansion Property) shall remain fully liable with respect to his obligation, if any, as and to the extent provided in the original Declaration, for the payment of the Assessments of the Association, including those relating to the expenses for all Common Area and related costs and fees, if any. The recording of this Supplement to Declaration shall not alter the amount of the Assessments assessed to a Vacant Lot or Dwelling Unit prior to such recording. The effect of this Sixth Supplement is also to amend and restate certain of the exhibits to the original Declaration, for all purposes to be in form and substance as attached hereto as Exhibits A, B and C hereto. (Exhibit D to the Declaration, as previously amended in connection with the further subdivision of certain Lots within Filing 1 of Country Creek, is no longer determinative of the percentage allocation of assessments, which allocations are determined by the Board of the Association pursuant to Section 5.10 of the Declaration.)

3. Reservation. Declarant hereby reserves the right for itself and any Successor Declarant to further expand the Property in the future to include additional Lots and to further expand the Common Area.

4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5. Conflicts Between Documents. In case of conflict between the Declaration as supplemented hereby and the Articles and the Bylaws of the Association, the Declaration as supplemented shall control.

DATED as of the day and year first above written.

SUNSHINE OF THE REDLANDS, INC.,
a Colorado corporation

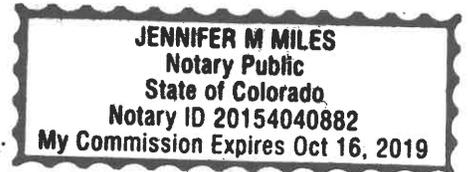
By: [Signature]
John T. Moir, Vice-President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 18 day of March, 2016, by John T. Moir as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: Oct 16, 2016.



[Signature]
Notary Public

FOURTH AMENDED
EXHIBIT A
TO
DECLARATION
FOR
COUNTRY CREEK PATIO HOMES

LEGAL DESCRIPTION OF PROJECT AREA

- a) Lots 1-4, Block 1
- b) Lots 1-2, Block 2
- c) Lots 1-6, Block 3
- d) Lots 1-8, Block 4

and all Tracts and other property within VILLAGE AT COUNTRY CREEK, FILING 1, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on October 14, 1997, in Plat Book 16, at Pages 18 through 20, under Reception No. 1816609.

- a) Lots 1-4, Block 1
- b) Lots 1-8, Block 2
- c) Lots 1-6, Block 3
- d) Lots 1-2, Block 4

and all Tracts and other property within VILLAGE AT COUNTRY CREEK, FILING 2, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on December 27, 2001, in Plat Book 18, at Pages 311 through 314.

- a) Lots 1-15, Block 1,
- b) Lots 1-9, Block 2,
- c) Lot 1, Block 3,

and all Tracts and other property within VILLAGE AT COUNTRY CREEK SOUTH as shown on the plat as recorded December 31, 2003, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3561, Pages 441 through 442.

- a) Lots 1-3, Block 1,
- b) Lots 1-6, Block 2,
- c) Lots 1-4, Block 3,
- d) Lots 1-4, Block 4,
- e) Lots 1-4, Block 5,
- f) Lots 1-4, Block 6,

and all Tracts and other property within VILLAGE AT COUNTRY, FILING 3 as shown on the plat as recorded May 6th, 2005, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3892, Pages 143 through 153.

- a) Lots 1-4, Block 1,
- b) Lots 1-4, Block 2,
- c) Lots 1-2, Block 3,

and all Tracts and other property within VILLAGE AT COUNTRY, FILING 4 as shown on the plat as recorded December 22, 2015, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 5807, Pages 697 through 703.

FOURTH AMENDED
EXHIBIT B
TO
DECLARATION
FOR
COUNTRY CREEK PATIO HOMES

LEGAL DESCRIPTION OF COUNTRY CREEK COMMON AREA

Outlots A, B, C, D of VILLAGE AT COUNTRY CREEK, FILING 1, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on October 14, 1997, in Plat Book 16, at Pages 18 through 20, under Reception No. 1816609.

Tracts A, B, C, D, E, F of VILLAGE AT COUNTRY CREEK, FILING 2, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on December 27, 2001, in Plat Book 18, at Pages 311 through 314.

Tracts A, B, and C within VILLAGE AT COUNTRY CREEK SOUTH, Mesa County, Colorado, as shown on the plat as recorded December 31, 2003, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3561, Page 441 through 442.

Tracts A, B, C, D, E and F within VILLAGE AT COUNTRY, FILING 3, Mesa County, Colorado, as shown on the plat as recorded May 6th, 2005 in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3892, Page 143 through 153.

Tracts B, C, D, E and F within VILLAGE AT COUNTRY, FILING 4, Mesa County, Colorado, as shown on the plat as recorded December 22, 2015 in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 5807, Page 697 through 703.

FOURTH AMENDED
EXHIBIT C
TO
DECLARATION
FOR
COUNTRY CREEK PATIO HOMES

RECORDING DATA FOR RECORDED EASEMENTS AND LICENSES

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK, FILING 1, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on October 14, 1997, in Plat Book 16, at Pages 18 through 20, under Reception No. 1816609.

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK, FILING 2, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on December 27, 2001, in Plat Book 18, at Pages 311 through 314.

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK SOUTH, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on December 31, 2003, in Plat Book 3561, Page 441 through 442.

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK, FILING 3, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on May 6th, 2005, in Plat Book 3892, Page 143 through 153.

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK, FILING 4, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on December 22, 2015, in Plat Book 5807, Page 697 through 703.