

6 PAGE DOCUMENT

THIRD SUPPLEMENT TO THE

THE DECLARATION FOR COUNTRY CREEK PATIO HOMES

THIS Third Supplement of The Declaration for Country Creek Patio Homes (the "Third Supplement to the Declaration") is made as of December 17, 2003, 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 1-15, Block 1, Lots 1-9, Block 2, Lot 1, Block 3, and all Tracts and other property within VILLAGE AT COUNTRY CREEK SOUTH as shown on the plat as recorded December 31st, 2003, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3561, Page 441 through 442, (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 Third 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 Third 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

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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 Third Supplement to the Declaration, and reference to the "Declaration" shall mean the Declaration as supplemented by this Third 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 Third 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 Third 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.

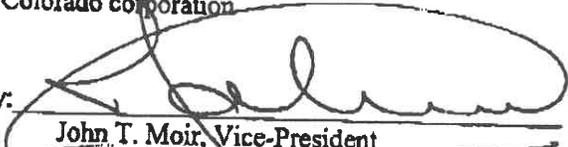
4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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

)

COUNTY OF Mesa

) ss.

)

The foregoing instrument was acknowledged before me this 17th day of December, 2003, 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: 3/26/05

Donalyn J. Miller
Notary Public



SECOND 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
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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 31st 2003, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3561, Page 441 through 442.

SECOND 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.

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SECOND 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.

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Recorded Confirmed w/
quit Claim Deed
2241595

THIRD SUPPLEMENT TO THE

THE DECLARATION FOR COUNTRY CREEK PATIO HOMES

THIS Third Supplement of The Declaration for Country Creek Patio Homes (the "Third Supplement to the Declaration") is made as of February 28, 2005, by Sunshine of the Redlands, Inc., a Colorado corporation (the "Declarant"). December 17 / 2003

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SECOND AMENDED

EXHIBIT A

TO

DECLARATION

FOR

COUNTRY CREEK PATIO HOMES

LEGAL DESCRIPTION OF PROJECT AREA

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EXHIBIT C

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DECLARATION

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COUNTRY CREEK PATIO HOMES

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**CLARIFICATION OF
IDENTIFIED PORTIONS OF
VILLAGE AT COUNTRY CREEK
COVENANTS, CONDITIONS AND RESTRICTIONS**

Clarification of Article VII, Sections 7.3 & 7.4

RE: *HOA Plant Replacement Policy

If a homeowner requests to change out a healthy plant, the cost will be paid by said homeowner at a minimum cost of \$35 per plant.

If a plant is being replaced to meet the obligations of the Association as set in the above sections of the CC & R, said Association will pay the replacement cost.

Motion Passed by HOA Board of Directors at 7/28/05 HOA Board Meeting.

*** This action replaces the action adopted in the HOA meeting of August 12, 2003.**

Clarification of Article VII, Section 7.6 & Article XII, Sections 12.1 & 12.2

RE: Maintenance of Exterior Surfaces as relates to Reserve Account for Maintenance of Individual Homes

HOA liability for maintenance of individual homes includes ROUTINE Exterior maintenance ONLY and roof replacement due to OBSOLESCENCE only.

Motion Passed by HOA Board of Directors at 7/28/05 HOA Board Meeting.