

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereafter set forth by each of the undersigned.

WITNESSETH:

WHEREAS, the undersigned, are the Owners of property within the Paradise Hills Filing No. 6 Subdivision of Mesa County, Colorado, and

WHEREAS, they represent at least 75% of the Lot Owners therein, and

WHEREAS, they desire to amend the Amended Declaration of Covenants, Conditions and Restrictions previously recorded in Book 1376, Page 897 of the records of Mesa County, Colorado.

NOW, THEREFORE, the undersigned hereby declare that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Paradise Hills Filing No. 6 Homeowners Association, its successors and assigns.

Section 2. "Association Water" shall mean and refer to all water of the Grand Valley Irrigation Company owned by the Association, and any other water or water rights, ditch or ditch rights acquired by the Association.

Section 3. "Board" or "Board of Directors" shall mean three persons elected or appointed as directors of the Association and acting collectively as the Board of Directors of the Association. The offices of the President of the Association and the Vice President of the Association, in addition to one independent Director shall comprise the Board of Directors.

Section 4. "Common Property" shall mean all property owned by the Association for the common use and enjoyment of the Owners. Property owned by the Association at the time of the recording of these covenants is a pressurized pipeline irrigation system, together with shares of the Grand Valley Irrigation Company.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Property.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. "Residential Property" shall mean a single family dwelling on a Lot with up to one room that may be rented on a non-transient basis to one individual, so long as the single-family characteristics of the use are maintained

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights and right to use of the Common Property and Association Water by any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty days for any infraction of its published rules and regulations.
- (b) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of all Owners agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Property and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. Every Owner shall be entitled to one vote for each Lot owned. When more than one person holds interest in any Lot, all such persons shall be members. The vote for such Lot shall

be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 2. The right of any member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations of the Association and according to the provisions of Article II, Section 1.a.

ARTICLE IV

Officers and Their Duties

Section 1. Authority. The Board shall have all powers for the conduct of the affairs of the Association, which are enabled by law or this Declaration. The Board shall exercise its powers in accordance with the governing documents. The Board shall be authorized and empowered to (i) enforce reasonable rules and regulations governing the conduct, use and enjoyment of the Properties; (ii) impose fines, **as defined in Article IV, Section 2**, which shall constitute a lien upon the Lot of an Owner, for violation of this Declaration or any rules and regulations which have been duly adopted by the Association; (iii) begin any action in any court on behalf of the Association and all Owners to abate any nuisance, or otherwise to protect the values and integrity of the Owners and the Association; (iv) to review, modify and approve architectural control standards as recommended by the Architectural Control Committee; (v) to employ, enter into contract with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association; (vi) to call an annual meeting of the membership of the Association within 90 days of the beginning of each calendar year; (vii) to cause the Common Property to be maintained including, but not limited to, emergency repairs of the irrigation system; and, (viii) procure and maintain adequate liability and hazard insurance on property owned by, or the responsibility of, the Association. The Board may authorize exemptions of this Declaration, provided the Board can show good cause and acts in accordance with commonly accepted practice which are in keeping with the purposes and intent of this Declaration. Such exemptions shall not impinge on other members of the Association.

Section 2. Procedure. The Board shall not impose a fine, begin court action, or infringe upon any other rights of an Owner or other occupant for violation of rules unless and until the following procedure is followed:

- (a) Demand. Written demand **sent by certified mail** to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation and (iii) a time period, not less than ten (10) days during which the violation is continuing, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing, if the violation is not continuing.
- (b) Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice **by**

certified mail of a hearing to be held by the Board in executive session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witness on his or her behalf; and, (iv) the proposed sanction to be imposed.

(c) **Hearing.** The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the officer or director who delivered such notice enters a copy of the notice together with a statement of the date and manner of delivery. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) **Sanction or Fine.** If a fine is imposed, it shall be approved by a majority vote of the Board of Directors and shall not exceed \$500 per incident/violation, plus any costs incurred by the Association. Non-payment of the penalty shall be handled in accordance with Article VIII, Section 8.

Section 3. Committees. The Board of Directors shall appoint three members to an Architectural Control Committee, or alternatively, the Association members may elect the members to the Architectural Control Committee at the annual meeting. In addition, the Board of Directors may appoint such other committees, as it may deem appropriate in the performance of its duties.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Exculpatory Clause. It is expressly understood and agreed by and between the parties hereto, that for the Board of Directors and any representatives acting under the direction of the Board, and on behalf of the Association, that no personal liability or personal responsibility is assumed by said individuals, nor shall at any time be asserted or enforceable against the Board of Directors or its representatives. All such personal liability, if any, being expressly waived and released

ARTICLE V

Architectural Control Committee

Section 1. Authority. The Architectural Control Committee is hereby established as a standing committee of the Association to carry out the functions set forth in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows.

Section 2. Composition. The Architectural Control Committee shall be composed of three (3) Owners appointed by the Board.

Section 3. Term. The members of the Architectural Control Committee shall hold office for a term of three years unless he or she shall sooner resign or shall be removed or otherwise disqualified to serve. Members may serve for more than one consecutive term, if so appointed by the Board or elected by the Association members.

Section 4. Use Restrictions. Use restrictions require the submission of detailed plans and specifications to the Architectural Control Committee prior to the erection of, placement on, alteration of a structure or improvement on any Lot, or for non-Residential use of a Lot. The intent is to maintain a desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Architectural Control Committee is directed to consider the appropriateness of the improvement or non-residential use in relation to the improvements/impact on adjacent Lots, the adaptability of the proposed improvement to the Lot on which it is proposed to be made, the merits of the proposed improvements/use, and such other matters as may be deemed by the Architectural Control Committee members to be in the interest and benefit of the Owners of the Lots in the Association.

Section 5. Submittal Requirements. To assist it in making its determination, the Architectural Control Committee *may* require that a registered architect or civil engineer prepare any plans and specifications submitted to the Committee. The Architectural Control Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, materials lists, and color scheme designations or use specifications.

Section 6. Decisions. The Architectural Control Committee's decisions on use restrictions and in-home business applications shall be reviewed and approved by the Board and shall then be issued in writing and shall be binding upon all parties in interest. The Architectural Control Committee shall approve, disapprove or request additional information with respect to any request for approval within thirty (30) days after the request shall have been submitted to the Architectural Control Committee for approval. The failure of the Architectural Control Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any request.

Section 7. Enforcement. If, in the opinion of the Architectural Control Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimensions or topography of a particular Lot, the Architectural Control Committee may permit a variation, which will, in its judgment, be in keeping with the maintenance and standards of the Association.

Section 8. Approved Construction/Modifications to Existing Properties. All construction must be diligently pursued to completion within a reasonable period. Any change in plans or specifications must first be re-approved by the Architectural Control Committee or Board of Directors in accordance with the procedure herein specified for architectural control.

The Association shall have the right, at its election, but shall not be required, to enter upon any of the Property during site preparation or construction, erection, or installation of exterior

improvements to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials. If the finished dwelling, garage, accessory building or other structure does not comply with the submitted and approved plans and specifications, the Board retains the right to make the necessary changes at the Owner's expense to comply with the approved plans and specifications, the right to treat such charge or cost as an assessment, the right to file a notice of liens for any costs incurred, and the expenses of collection, including without limitation, reasonable attorneys' fees. **Adverse decisions may be appealed to the Board of Directors for further consideration.**

ARTICLE VI

Association Water

Section 1. Administration of Trust. The Association Water shall be administered as follows:

- (a) Title to Association Water on the records of the Grand Valley Irrigation Company shall be held in the name of the Association.
- (b) Association Water, if used, shall be used for the benefit of the Properties and of any other property hereafter annexed pursuant to Article XI, Section 4. Any such use may or not be upon any particular property described above or on any other property hereinafter annexed. The Association Water shall be used for the watering of the trees planted by the City of Grand Junction along H Road.
- (c) All management and administrative functions with regard to Association Water shall be performed by the Association, including, without limitation, receiving all notices or assessment and paying of same.
- (d) Association shall have the sole power and right to distribute the Association Water, which is the subject of the trusts hereunder, to and within the Properties, subject however, to the rules and regulations of the Grand Valley Irrigation Company.
- (e) Association shall have the sole right and power to sell, relinquish, loan, rent, lease or in any way contract with respect to Association Water which is the subject of the trusts hereunder; subject however, to rules and regulations of the Grand Valley Irrigation Company. No such transfer shall be effective unless approval in writing by two-thirds of the Association membership agreeing to such transfer and the recordation with the Mesa County Clerk and Recorder of such transfer.
- (f) Members shall executed any deed, stock power, bill of sale, or other instrument required by the Association, relative to the Association's rights set forth in Article VII, Section lee).

Section 2. Refusal of Association Water. The Owner of any Lot may decline the privilege of use of Association Water. In order to do so the Owner of a particular Lot must give written notice to the Association, which written notice shall contain the legal description of the Lot for which Association Water shall not be used. The notice shall be effective for the full calendar year following the year in which the notice is given and for each year thereafter unless and until a written notice is given to the Association canceling or voiding the previous notice. Such notice of cancellation shall be effective for the following calendar year and each year thereafter.

Section 3. Agreement with Paradise Hills Filings Four, Four A, Five and Six. The Association signed an Agreement with Paradise Hills Filings Four, Four A and Five regarding the park and irrigation (retention) pond located at approximately 824 Lanai Drive. In this Agreement, dated June 2, 1983, and Amendment dated May 1, 1989, it was agreed that the Association irrigation water will be stored in the retention pond until entered into the Association-owned pressurized distribution system via the Association-owned pump. (If this Agreement is subsequently amended by all Filings, a modification of these Declarations shall NOT be required.)

ARTICLE VII

Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner covenants for himself, his heirs, successors and assigns, to pay to the Association (1) periodic assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Each assessment must be fully paid within thirty (30) days of the due date established by the Board

Section 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 Properties and for the improvement and maintenance of the Common Property, including but not limited to, the cost of repairs, replacements and additions to Common Property, the cost of labor, equipment, materials, the payment of taxes and public assessments, the procurement and maintenance of insurance, the employment of counsel, accountants or other professions for the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessment. The maximum annual assessment to be made against the Owners of a Lot subject to this Declaration shall be as follows:

(a) \$125.00 for each year subject to the provisions contained hereinafter in this section.

(b) If the Owner of any Lot shall decline to use Association Water pursuant to Article

VII, Section 3, the maximum annual assessment per year shall be \$100.00.

- (c) The maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessments from the previous year without a vote of the Association membership.
- (d) The maximum annual assessment may be increased greater than five percent (5%) above the maximum annual assessment from the previous year only by a vote of two-thirds of the Association membership in person or by proxy, at a meeting duly called for this purpose or as an agenda item at the annual meeting.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any assessment 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 the Association pressurized irrigation system, including, the retention pond, pump, or water delivery lines and associated components, provided that any such assessment shall have the assent of two-thirds of the Association membership in person or by proxy.

Section 5. Notice and Quorum for Any Action Authorized Under Article VIII, Sections 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Article VIII, Sections 3 or 4, shall be sent to all members not less than fourteen (14) days nor more than forty-five (45) 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 votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both periodic and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or as specified by the Board of Directors.

Section 7. Due Dates. Written notice of the annual assessment or special assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days of the due date, shall be delinquent, in default and interest in the amount of 12% per annum shall be assessed to the Owner, with a minimum of one month's interest applied. Further if said assessment and associated interest is not paid within sixty (60) days of the due date, the amount of such assessment, together with interest costs, and reasonable attorneys fees, shall be a charge on the land and shall be in default and become a lien upon said Owner's Lot as provided herein and shall continue to be such lien until fully paid. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All Properties dedicated to and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Colorado shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments

ARTICLE VIII

Architectural Control, Building Use Restrictions

Paradise Hills Filing No.6 shall be subject to the following architectural controls, building and use restrictions. In all cases, the Architectural Control Committee may make reasonable exceptions on a case-by-case basis.

Section 1. Land Use and Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot except a single-family dwelling for Residential purposes only, which shall not exceed two, and one-half stories in height, together with a private garage for not less than two cars.

Section 2. Architectural Control. No building, fence, wall or other structure shall be commenced, or erected upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any non-residential use be initiated, until the plans and specifications showing the nature, kind, shape, height, materials and location or non-residential use of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography or merits of the proposed improvements/use, by the Board of Directors of the Association, or by the Architectural Control Committee. (The In-Home Business Application or the Architectural Control Committee Application shall be used to submit information to the Architectural Control Committee. These forms are available from current Architectural Control Committee members or Board of Directors.)

Section 3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each Lot. Within these easements, no structures, planting or other 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 a public authority or utility company is responsible.

Section 4. Nuisances. No **continuing** nuisance or offensive activity shall be carried on upon any Lot, so as to jeopardize property values or be detrimental to the enjoyment, comfort and well being of the Members. Each Owner shall refrain and prohibit any act or use of a Lot, which could reasonably cause annoyance or nuisance to other Owners or occupants, or occasion any noise or offensive odor, which might disturb the peace, comfort or serenity of the occupants or other Owners. City ordinances will be enforced. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

Section 5. Temporary Structures. No outside building, either temporary or permanent, shall be constructed or placed upon the property without the prior written consent of the Architectural Control Committee.

Section 6. Second Hand Structures. The moving of second hand structures onto any Lot in the subdivision is prohibited.

Section 7. Minimum Size of Residence. All residences within the subdivision shall have a ground floor space of not less than 1,500 square feet, as measured along the outside wall lines of the structure, exclusive of any portion thereof used for a garage or for an outside porch; provided, however, that if a residence shall have a basement or shall be either a bi-level, tri-level, or multi-story, the ground floor area on the main structure, exclusive of open porches and garages shall not be less than 1,000 square feet in outside measurements. Each residence shall contain at least one fully equipped bathroom. If a residence is a tri-level home it shall have a minimum of 1,800 square feet, exclusive of garages and outside porches.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot. Exceptions are that one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, or **political signs no larger than five square feet within eight weeks prior to a scheduled election and up to three days after the election** are authorized.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in a Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance to any Owner. City ordinances related to barking dogs will be enforced.

Section 11. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary

containers. Incinerators or other equipment for the long-term storage or disposal of waste materials shall not be permitted.

Section 12. Sewage. In keeping with the principle that all sewage shall be disposed of by a general sewage disposal system connected to the Grand Junction City System, no outdoor toilets, nor cesspools or septic tanks shall be permitted within the subdivision.

Section 13. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations four feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 14. Parking and Storage of Vehicles. The Owner's or tenant's automobiles or trucks may be parked in the Owner's garage or in the Owner's driveway. **Owners are encouraged to limit the number of vehicles parked outside to 2 additional vehicles. Recreational and commercial vehicles in residential zones shall be stored within an enclosed building, or in the rear yard, or behind the front yard setback line in a side yard other than the street side yard of a corner lot. Owners are asked to ensure that the location of any stored vehicles are in compliance with this section and shall not be offensive to their immediate neighbors.**

No recreational vehicle shall be used for living, sleeping or housekeeping purposed for longer than two (2) weeks total during any twelve (12)-month period when parked in any location not zoned and approved for such use. Persons shall not live, sleep or housekeep in a recreational vehicle parked on a public street or parking lot; and under no circumstance shall recreational or commercial vehicles be parked on a public street for more than seventy-two (72) consecutive hours.

Section 15. Landscaping. No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Lot. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis.

Section 16. Family Child Care Home. Establishment and operation of a family childcare home is specifically prohibited.

ARTICLE IX

Insurance

Section 1. Insurance to be maintained by the Association. The Association shall maintain liability and hazard insurance coverage in full force and effect. The current policy is a Condominium/Association Policy from State Farm Fire and Casualty Company.

Section 2. Premiums. The Association shall pay premiums for insurance policies purchased by the Association. The Annual dues collected by the Association will, in part, pay for the Premiums.

Section 3. Insurance Beneficiaries. All such insurance policies shall be purchased by the Association for the benefit of the Association and the Owners.

ARTICLE X

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of anyone of these covenants, conditions or restrictions in this Declaration, or any section, sentence, clause, phrase or word or the application thereof in any circumstance, if held invalid by the judgment or order of any court of general jurisdiction, the validity of the remainder of these covenants, conditions or restrictions and the validity of the application of any such section, sentence, clause, phrase or word in any other circumstances, shall not be affected hereby.

Section 3. Amendment or Addendum. The covenants and restrictions of this amended Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended or added to by an instrument signed by not less than seventy-five percent of the Lot Owners. Any Amendment or Addendum must be recorded.

Section 4. Annexation. Additional Residential property and Common Property may be annexed to the Properties with the consent of two-thirds of the Members.

Section 5. Cost of Litigation. All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Lot Owner or Owners found to be in violation.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this ___ day of _____, 2006.

(Signature) (Signature)

OWNERS OF RECORD of Lot ____, Block ____ of Paradise Hills Filing No. 6, State of Colorado, County of Mesa.

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____
(Print Name) (Print Name)

Witness my hand and official seal.
My commission expires: _____

Roberta Heers, Notary Public
818 Lanai Drive
Grand Junction, CO 81506

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this ___ day of _____, 2006.

(Signature) (Signature)

OWNERS OF RECORD of Lot ____, Block ____ of Paradise Hills Filing No. 6, State of Colorado, County of Mesa.

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____
(Print Name) (Print Name)

Witness my hand and official seal.
My commission expires: _____

Roberta Heers, Notary Public
818 Lanai Drive
Grand Junction, CO 81506

Remaining pages not printed (pages 14-37),
are additional signature pages,
identical to page 13.

Summary of Changes

1. Updated Covenants, deleting references to non-existent or outdated requirements
2. Added Board of Directors information.
3. Added definition of Residential Property.
4. Clarified/expanded Membership and Voting Rights Article.
5. Added Meeting of Members Article (from By-laws, with modification), including clarification of requirements for quorum.
6. Added Officers and their Duties Article, including description of duties, authorities and process of addressing violation of covenants.
7. Added Architectural Control Committee Article, including description of duties, and process for obtaining Architectural Control Committee review.
8. Potential changes to Association Water Article to reflect current status.
9. Covenants for Assessment Article expanded to address non-payment of annual or special assessments.
10. Changes to Architectural Control, Building Use Restrictions Article to address non-residential use. Specifically added Family Child Care Home clause.
11. Added clause addressing insurance held by HOA.
12. Addressed Cost of Litigation – not previously addressed in any HOA documents.