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PAGE DOCUMENT

FOURTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND EASEMENTS  
OF  
THE SEASONS AT TIARA RADO FILING NO. 4  
(LOTS 1-18)

This Fourth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of the Seasons at Tiara Rado, Filing No. 4, Lots 1-18 is adopted and executed by at least 67% of the Lot Owners within the Association and is based on the following recitals.

RECITALS

- A. The Seasons at Tiara Rado Filing No. 4, Lots 1-18, is a Common Interest Community as defined under the Colorado Common Interest Ownership Act ("CCIOA"). An Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements (hereinafter the "Amended Declaration") subjecting said Common Interest Community to certain conditions, covenants restrictions and easements, was recorded on March 13, 1995, in Book 2132 beginning at Page 620 of the records of the Mesa County Clerk and Recorder.
- B. On January 13, 1995, the Seasons at Tiara Rado Filing No 4 Courtyard Homeowners Association ("Association") was formed to govern the activities of the Common Interest Community.
- C. Sections 6.1, 6.2 and 6.3 of the Amended Declaration provided that the Association would be responsible for the maintenance of the "Exterior Maintenance Area", which was defined in the Amended Declaration as "the exterior of any Residence (excluding window panes, docks, patios and porches), and the property surrounding the Residence, and the front lawns on any Lot. Section 6.4 of the Declaration provided that the Association reserved the right to grant the maintenance responsibilities of certain areas on each Lot to the Owner of said Lot.
- D. On September 12, 1998, a meeting of the members of the Association was held, at which time 75% of the Owners voted to have the Lot Owners assume the responsibility for maintenance of their buildings and driveways. On March 12, 2009, the Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Common Interest Community was recorded in the records of the Mesa County Clerk and Recorder in Book 4811 at Page 367, which amended sections 6.2 and 6.3 of the Amended Declaration. These amendments provided that each Lot Owner would maintain the exterior of his or her Residence as well as all the landscaping on the Owner's Lot, except for the front lawn, and the Association would be responsible for maintaining the front lawn on each Lot, and the sprinkling system for such lawns and in the landscaping areas on each Lot from the street to the stucco fences on each Lot, except

that if any Lot Owner had previously modified or changed the sprinkling system in such areas on his or her Lot, such Lot Owner would be responsible for the maintenance and repair of such sprinkling system and not the Association. No Lot Owner could modify, replace or change any of the sprinklers for which the Association is responsible without first obtaining permission of the Design Review Committee of the Master HOA, which is required by Section 13.1 of the Association Covenants and Section 3.1 of the Master Association Covenants. Under said Amendment, the Board could contract with a local lawn care company for such lawn care and sprinkling system maintenance.

- E. Pursuant to the amendment, the Association has contracted with W D Yards, Inc., to maintain the lawns and sprinkling systems for such lawns and landscaping areas. However, the Association and its members desire to assign and delegate such obligation to the Master Subdivision of the Seasons at Tiara Rado Owners Association (the "Master Association") as well as the authority to enforce the provisions of the Amended Declaration as amended, and the Master Association is willing to accept such delegation. Upon such delegation and acceptance thereof, there will be no further need for the continued existence of the Association, and the members thereof intend to dissolve said Association.
- F. Although CCIOA allows for delegation of powers from a homeowners association to a master association under C.R.S. § 38-33.3-220, that statute requires that such authority to delegate must be contained in the Declaration of the Association. However, neither the provisions of the Amended Declaration nor any amendment thereto provide for the delegation of powers to the Master Association.
- G. Article XIII, Section 13.2(F) of the Amended Declaration for the Association provides that the berm located in Lot C that is surrounded by Lots 10 through 18 will be considered as Exterior Maintenance Area, and maintained by the Association. However, the Declaration for the Master Association provides that Lot C is owned by the Master Association, and the Master Association has been maintaining all of lot C, including the berm located thereon.

In order to delegate the duties and powers of the Association to the Master Association as well as the obligation to maintain the front lawns and sprinkling systems in such lawns and landscaping areas, and to clarify that all of Lot C is owned and maintained by the Master Association including the berm, the Lot Owners hereby modify and amend the Declaration as follows:

Section 13.2(F) is hereby modified as follows:

Berm Common Area. All of Lot C, including the Berm located thereon, is owned and maintained by the Master Association. The Berm is for visual enjoyment only for Owners of Lots 10 thorough 18 as well as persons using the concrete private open space pathway on Lot C. Access to the Berm shall be in accordance with Article V and shall not be



accessible for recreational or general public purposes.

New section 19.4 is hereby added as follows:

Section 19.4 Delegation of Obligation and Powers; Dissolution of Association. The Association may delegate its obligation to maintain the front lawns and sprinkling systems relating thereto and in the landscaping areas as required by the Association documents and also delegate all of the powers of the Association pursuant to the terms and provisions of CCIOA, including, but not limited to the provisions of C.R.S. § 38-33.3-302 to the Master Association. Such delegation shall be by a resolution of the Board of the Association, and shall be effective upon acceptance of such delegation by the Master Association. Once such delegation occurs, the Board of the Association is authorized to pay all remaining debts of the Association, transfer any funds held by the Association collected from assessments from the members to the Master Association, and thereafter dissolve the Association. Such dissolution shall only affect the Association. The Common Interest Community created by the Declaration shall continue to exist and shall not be dissolved, terminated or in any way affected by the dissolution of the Association.

Dated this 14 day of June, 2011.

James E Hays  
Signature  
JAMES E HAYS  
Owner Name (Printed)  
Address: 457 Whitetail Lane  
Grand Junction, CO 81507

Karen L Kelley  
Signature  
Karen L. Kelley  
Owner Name (Printed)  
Address: 457 Seasons Dr  
Grand Jet., CO 81507

STATE OF COLORADO )  
  ) ss.  
COUNTY OF MESA        )

The foregoing instrument was acknowledged before me this 14th day of June, 2011, by the following Owners: James E Hays and Karen L Kelley.

WITNESS my hand and official seal.  
My commission expires: 10-31-13

Laurie Martin  
Notary Public

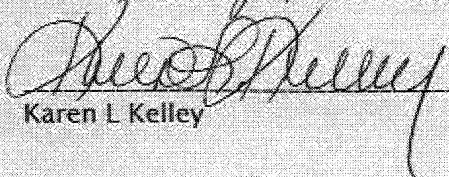


My Commission Expires: 10/31/2013

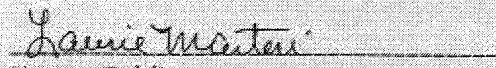
FOURTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS  
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OF  
THE SEASONS AT TIARA RADO FILING NO. 4  
(LOTS 1-18)

The undersigned, being the duly elected and acting Secretary of the THE SEASONS AT TIARA RADO FILING NO. 4 COURTYARD HOMEOWNERS ASSOCIATION (the "Association"), a nonprofit corporation organized under the laws of the State of Colorado to administer, operate and manage THE SEASONS at Tiara Rado Filing No. 4 (Lots 1 through 18, inclusive), does hereby certify that at least 67 percent (67 %) of each existing class of Owners, as defined in ARTICLE I: DEFINITIONS: Section 1.1. Definitions: Z: of the Declaration, have submitted prior written approval (on file in the books of the Association) of the attached Amendment to the Declaration and authorized the President and Secretary of the Association to execute the same and to cause the original or a certified copy thereof, along with this Secretary's Certificate, to be recorded in the office of the Mesa County Clerk and Recorder as required by Section 16.2 of the Declaration and that the copy of said Amendment attached hereto is a true and correct copy of the original thereof which is on file in the books of the Association.

Dated at Grand Junction, Colorado this 14th day of June, 2011.

  
Karen L Kelley

Subscribed and sworn to before me  
this 14th day of June, 2011.

  
Notary Public



My Commission Expires: 10/31/2013