

4 PAGE DOCUMENT

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

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

RECITALS

- A. The original Declaration for the Association dated May 27, 1994, was recorded by the Declarant in Book 2075 beginning at Page 215 of the records of the Mesa County Clerk and Recorder, subjecting the property platted as the Seasons at Tiara Rado Filing No. 4 to certain conditions, covenants restrictions and easements.
- B. An Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements (hereinafter the "Amended Declaration") relating to the property was recorded on March 13, 1995, in Book 2132 beginning at Page 620 of the records of the Mesa County Clerk and Recorder.
- C. Sections 6.1 and 6.2 of the Amended Declaration provided that the Association would be responsible for the maintenance of the "Exterior Maintenance Area", which was defined in the Declaration as "the exterior of any Residence (excluding window panes, decks, patios and porches), and the property surrounding the Residence, and any improvements on such property within the perimeter of the Lot on which the Residence is located". Pursuant to this definition the roofs and driveways were included in the "Exterior Maintenance Area". Pursuant to Section 6.3 the Association was responsible for the maintenance and repairs of driveways. Notwithstanding the foregoing sections, 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 Lot Owner
- D. On August 12, 1998, the Board of Directors of the Association tabulated the results of a survey given to the homeowners and found that 67% of the homeowners voted to eliminate all building maintenance, including driveways, and have the Lot Owners take on such responsibility. 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.
- E. The same day that the meeting of members was held, the President of the Homeowners Association sent all lot owners a letter advising them that pursuant to the vote at the meeting of the members, each lot owner would thereafter be responsible for the

maintenance of the exterior of their home (which included the roof), the driveways, walls, fences and gates on each lot.

- F. On October 2, 1998, a notice was filed with the Mesa County Clerk and recorder's office at Book 2495 at Page 774 under the heading "The Filing IV Courtyard HOA", which stated that during a Filing 4 Courtyard Homeowner's Association meeting on September 12, 1998, the membership decided to exercise the Association's right to grant the maintenance responsibility for residence exteriors, stucco walls and cedar fences on or appurtenant to each lot to the owners of such lots pursuant to Section 6.4.

To the extent that such action did constitute a modification or amendment of the Declaration, and in order to put all Lot Owners within the Association on notice of their obligations to pay for all exterior maintenance, including but not limited to maintenance and repairs of roofs and driveways based on the vote of the Lot Owners in 1998, the Lot Owners hereby modify and amend the Declaration as follows:

Sections 6.1, 6.2 and 6.3 are hereby modified as follows:

Section 6.1 Exterior Maintenance Area. In order to maintain a uniform appearance and a high standard of maintenance within THE SEASONS at Tiara Rado, the individual Lot Owners shall maintain the Exterior Maintenance Area, as more fully set forth below.

Section 6.2 Residence Exteriors. Each Lot Owner shall maintain the exterior of his or her Residence, including but not limited to painting of the exterior (including decks and porches), and the maintenance and repair of all walls, fences, gates and exterior lighting and for all roof repairs and/or replacement. The type and color of materials used shall be subject to the architectural design guidelines of the Master Association. The Owner shall also be responsible for the exterior cleaning of windows and the repair or replacement of broken window panes.

Section 6.3 Landscaping; Sidewalks Streets and Driveways.

- a. Except for the front lawn, each Lot Owner shall be responsible for the maintenance of all landscaping of his/her Lot, including the area between the street and the front decorative wall (stucco fencing) and the side and rear courtyard areas. Each Lot Owner will keep the such landscaped areas in a neat and presentable condition. Each Lot Owner will be responsible for the pruning and spraying of trees, shrubs and bushes and the maintenance of all flowering and non-flowering plants, and keeping the landscaped area weed-free. Each Lot Owner will also be responsible for monitoring the health of the landscaped area and for removing any diseased, dead or dying trees, shrubs, bushes and/or plants and replacing them with a replacement thereof. If a Lot Owner does not want to replace a diseased, dead or dying tree, shrub, bush or plant, or wants to replace such item with a different variety, such Lot Owner must present his/her request

to, and receive permission from the Design Review Committee of the Master HOA, which is required by Section 13.1 of the Filing IV Courtyard HOA Covenants and Section 3.1 of the Master Association Covenants. Each Lot Owner shall be responsible for all repairs and maintenance of his or her driveway and the cleaning and snow removal therefrom and shall keep them reasonably clear of oil stains. The maintenance and repairs under this section shall be subject to the architectural design guidelines of the Master Association. In addition to the foregoing, each Lot Owner shall be responsible for the maintenance and repair of the sprinkling system in the side and rear yard of his/her Lot.

- b. The Association shall be responsible to maintain the front lawns of each Lot, from the street to the front decorative walls (stucco fencing). The Association shall also be responsible for the maintenance and repair of the sprinkling systems associated with such lawns and the sprinkling systems for the landscape areas from the street to the front decorative walls (stucco fencing). Notwithstanding the foregoing, if any Lot Owner has previously modified or changed the sprinkling system in such areas on his or her Lot, such Lot Owner shall be responsible for the maintenance and repair of such sprinkling system and not the Association. No Lot Owner shall 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 Filing IV Courtyard HOA Covenants and Section 3.1 of the Master Association Covenants. The Board may contract with a local lawn care company for such lawn care and sprinkling system maintenance. If an Owner believes there is a problem with the sprinkling system on his or her Lot for which the Association is responsible, such Lot Owner shall notify the Board of Directors (or Board designee) of the nature of the problem.
- c. The City of Grand Junction has jurisdiction of maintaining the sidewalks and streets within the Subdivision.

Dated this ___ day of February, 2009.

 Signature

 Owner Name (Printed)

 Address:

 Signature

 Owner Name (Printed)

 Address:

SECRETARY'S CERTIFICATE
THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF
THE SEASONS AT TIARA RADO FILING NO. 4
Lots 1 Through 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 3/12/09 day of (month and year).

Kemp Kemp
(Secretary's name)

Subscribed and sworn to before me
this _____ day of (month and year).

Notary Public