

COPY

FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
TREEHAVEN HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF TREEHAVEN HOMEOWNERS  
ASSOCIATION, INC. is made this 16 day of July, 2007.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions of Treehaven Townhomes was originally recorded in the Records of the Mesa County, Colorado, Clerk and Recorder, in Book 4042 at Page 319, Reception No. 2287988 (the Declaration").

B. The owners of lots within Treehaven Townhomes desire to amend the Declaration, as set forth herein.

AMENDMENT

1. Article II, Section 6 of the Declaration is hereby amended to add the following sentences at the end of the Section:

"Notwithstanding the foregoing, the Association may elect to insure the property and all residence improvements thereon with a single premium collective policy for all units; the premium for which shall be paid by the Association. If the Association so elects to insure the property, it agrees to provide the owners with reasonable notice of any changes or termination of such coverage, with the intention of providing the owners with an opportunity to obtain alternative insurance coverage in accordance with this Section. To be excluded from this policy is personal property, window coverings and non built-in appliances."

2. Except as, and only to the extent, expressly altered, revised or amended herein, the terms and conditions of the Declaration remain in full force and effect, as originally recorded.

CERTIFICATE OF REQUIRED APPROVAL

The undersigned, as the Secretary of Treehaven Homeowners Association, Inc. hereby certifies that, in accordance with Article V, Section 3 of the Declaration, this Amendment to the Declaration has been approved by an instrument signed by one hundred percent (100%) of the Owners, and that the instrument containing the required signatures is kept and maintained in the books and records of the Association.

Dated this 18 day of July, 2007.

TREEHAVEN HOMEOWNERS  
ASSOCIATION, INC.,

A Colorado nonprofit corporation

By

Its: Secretary

STATE OF COLORADO )

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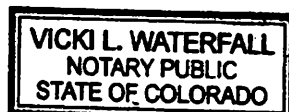
COUNTY OF MESA )

Subscribed and sworn to before me this 18<sup>th</sup> day of July, 2007,  
by Joanne Pritz as Secretary, for Treehaven Homeowners Association, Inc.

WITNESS my hand and official seal.

My Commission expires: 12-19-09

Vicki L. Waterfall  
Notary Public



**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**OF  
TREEHAVEN TOWNHOMES**

2287988 BK 4042 PG 319-331  
11/21/2005 04:38 PM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$65.00 SurChg \$1.00 (

THIS DECLARATION, made on the date herein set forth by TREEHAVEN TOWNHOMES, LLC, a Colorado limited liability company, hereinafter referred to as "Declarant."

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the City of Grand Junction, County of Mesa, State of Colorado, which is more particularly described on Exhibit "A" hereto.

NOW, THEREFORE, Declarant hereby declares 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 purposes 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.

Declarant hereby submits the real property, together with all easements, rights and appurtenances thereto and improvements thereon to the provisions of the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, et seq., as it may be amended from time to time.

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean and refer to Treehaven Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property contained in Tracts (including the improvements thereto, and specifically including the irrigation, detention

and drainage systems within the Tracts) as shown in any final recorded subdivision plat of the property described on Exhibit "A." owned by the Association for the common use and enjoyment of the owners. Common Area shall be divided into two categories, "General Common Area" and "Limited Common Area" having the following definitions:

(i) "General Common Area" means all Common Area except all Limited Common Area and may be designated by abbreviation on the plat as "GCE;"

(ii) "Limited Common Area" means those Common Area designated or reserved herein or on the plat map for the exclusive use by fewer than all of the Owners of Units, and may be designated by abbreviation on the plat as "LCE" and shall include all sidewalks, driveways and patios constructed by or on behalf of the Declarant for use by specific Unit Owners, regardless of whether they are designated as LCE's on the plat map. The Limited Common Area is for the exclusive use of the Owners of the Units to which they are attached or relate, their respective invitees and guests.

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

Section 6. "Declarant" shall mean and refer to TREEHAVEN TOWNHOMES, LLC, its successors and assigns, should any person or entity acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Subdivision" shall mean and refer to Treehaven Townhomes Subdivision.

## ARTICLE II

### EASEMENTS, RIGHTS OF USE, ETC.

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to all of the General Common Area, 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 adopt reasonable rules and regulations for the use of the Common Area.

(b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and to impose restrictions for a period not to exceed thirty (30) days on any owner for any violation of the published rules and regulations of the Association.

(c) The right of the Association, subject to the provisions of the Articles of Incorporation, to dedicate or transfer all or any part of the Common Area to any public private agency, authority or utility for such purpose and subject to such conditions as may be determined in accordance with the procedures set forth in the

Bylaws of the Association, and the agency, authority or utility to which the dedication or transfer is proposed.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right to enjoyment to the Common Area to the members of his family, his tenants or contract purchasers provided that they reside on the Property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of automobile parking spaces adjoining the perimeter of each Lot.

Section 4. General Restrictions.

(a) Antennae. No exterior radio and/or television antennae shall be erected or maintained in the Subdivision.

(b) Insurance Rates. Nothing shall be done or kept in the Subdivision which will increase the rate of insurance on any Association Property without the written approval of the Board, nor shall anything be done or kept in the Subdivision which would result in the cancellation of insurance on any Association Property or which would be in violation of any law. The Board of Directors of the Association shall be empowered to determine the violation of this policy and the offending Owner shall, within ten (10) days after notification by the Board of Directors of a violation, take such action as directed by the Board to abate it.

(c) No Further Subdividing. No Lot may be further subdivided, nor may any easement be granted or enlarged by any Owner without approval of the Board; provided, however, that nothing shall be deemed to prevent or require the approval of the Board for the transfer or sale of any Lot to more than one person to be held by them as tenants in common or joint tenants.

(d) Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by the Declarant in connection with the development of the Subdivision and sale of residences and Lots, and except such signs of customary and reasonable dimensions as set forth by the Committee as may be displayed on or from a residence advertising the residence for sale or lease. All signs, except such signs as may be used by Declarant, shall be placed on the exterior of the residence. Any "For Sale" or "For Lease" signs not more than three (3) feet by two (2) feet, shall not require Committee approval. The Committee shall not withhold approval of a standard realtor's residential sale sign.

(e) Animals. No animals of any kind, excluding Homo Sapiens, shall be raised, bred or kept, except that a reasonable number of dogs, cats or other household pets may be kept, bred or maintained for any commercial purpose. A "reasonable number" as used in this Section shall ordinarily mean no more than two (2) pets per household, provided, however, that the Association (or the Architectural Committee, or

such other person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. Each Owner shall be responsible for the control of his pets and for the clean up of waste from his pets. Each Owner also acknowledges that any and all animal ownership is also subject to the City of Grand Junction Code of Ordinances.

(f) Air Conditioning. No window air conditioning units shall be installed. Central air conditioning systems may be installed by Owner at any time. Placement of condenser must be approved by the Architectural Committee, and the Owner must submit a placement drawing for approval.

(g) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the Subdivision, and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such Property without the prior written approval of the Board of Directors of Treehaven Homeowners Association.

(h) Exterior Maintenance and Repair.

(i) No improvement upon any Property within the Subdivision shall be permitted to fall into disrepair, and each improvement shall at all time be kept in good condition and repair. The Association may provide the required maintenance and repair upon approval of Board of Directors. In the event of Owner of any lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the building and any other improvements shall be added to and become a part of the assessment to which such Unit is subject.

(ii) The Association reserves the right to grant the maintenance responsibility of the Limited Common Area attached to the Unit (the "Exterior Maintenance Area") to the Unit Owner, and the Unit Owner is obligated to accept said maintenance responsibility, provided said assignment is done in a uniform and nondiscriminatory manner. Furthermore, the Association shall have the right to promulgate reasonable rules and regulations regarding the maintenance by the Owner. No Owner shall make any addition or other alteration to any portion of the Common Area without the express consent of the Association. Owners are hereby informed that improvements to the patios may require the approval of the Grand Junction Community Development Department and/or the Mesa County Building Department, in addition to Architectural Control Committee approval in accordance with this Declaration.

(iii) Any amounts assessed pursuant to this Section shall be

assessed to Owners in the same proportion as provided for Annual Assessments in accordance herewith, subject to the requirements that any extraordinary maintenance, repair or restoration work to the Limited Common Area for fewer than all of the Units shall be borne by the Owners of those affected Units only; and any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of a particular Owner (or his agents, servants, guests, tenants, or invitees) shall be borne by that Owner.

(i) Payment of Utilities. Each Owner shall be responsible for the payment of all utilities, including as, electricity, telephone, trash removal, water and sewer which are provided to each Owner's Lot. Said utilities shall be flat rate or metered, as appropriate, and bill for each shall be sent to each Lot Owner, or tenant thereof, by the utility companies provided where services are feasible.

(j) Common Area. The Common Area shall consist of Tracts as shown on the Final Plat of the Subdivision, the irrigation system which provides irrigation water to the Common Area and Lots, and the detention pond within the Tracts. The Association shall be responsible for the establishing and the maintenance of all the Common Areas as been approved and accepted by the Association. The Association shall be responsible for the removal of snow and ice from any streets and walks included within the General Common Area. Each Owner shall be responsible for the removal of snow and ice from his driveway and from the walks included within such Owner's Exterior Maintenance Area.

(k) Violation of Subdivision Covenants. Each resident shall comply with the covenants of the Subdivision. If any Owner, his family, or licensee, lessee or invitee violates the Covenants, the Board may suspend the right of such person to use the Common Area, under such conditions as the Board may specify, for a period not to exceed thirty (30) days for each violation. Before invoking any suspension, the Board shall give such person notice and hearing. In the event any Owner of any Lot shall violate any Treehaven Subdivision covenant which shall result in damage to any part of the Common Area or improvements thereon, the Board of Directors shall have the right after notice and hearing to assess the cost of repair of such damages against the Lot of the Owner or Owners responsible for such damage. Such assessment shall be added to and become a part of the assessment to which such Lot is subject. Notwithstanding anything to the contrary in this Declaration, the Board shall not have the power to bar any Owner from use of the Common Area necessary to allow free access to and from his Lot, his parking areas and a public way whether as a pedestrian or in any appropriate vehicle.

(l) Drainage. There shall be no interference with the established drainage pattern over the property within the Subdivision unless adequate provision is made for proper drainage and is approved by the Architectural Committee. For the purpose hereof, "Established Drainage" is defined as the drainage which exists at the time the overall grading of any Association Property is completed, or which is shown on any plans approved by the Architectural Committee. A permanent easement across the Common Area for drainage purposes is hereby granted.

(m) No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

(n) No Temporary Structures. No tent or shack or other temporary building, improvement or structure shall be placed upon any Property.

(o) Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any improvement within the Subdivision, nor removal of any improvement in the Subdivision (other than repairs or rebuilding pursuant to Section 4(h) hereof, without the prior written approval of the Architectural Committee pursuant to Article V hereof.

(p) Residential Use, Rentals. No residence shall be used for any purposes other than single family, residential purposes. No structure for gainful occupation, profession, trade or other non-residential use shall be constructed on any such residential area, provided, however, that nothing in this Declaration shall prevent the rental of Property by the Owner thereof for residential purposes, subject to all the provision of the Subdivision regulations.

(q) Vehicle Storage and Repair. No house trailer, motorcycle, camping trailer, hauling trailer, running gear or boat or accessories thereto, truck or pickup or van or camper van in excess of three-fourths (3/4) ton size shall be parked, stored, repaired or maintained on any Lot or the Common Area. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residents or Owners of the Lots or to the Association or to contractors within the Properties. No vehicle of any type shall be parked on any Lot or Common Area for the purpose of making any kind of repairs, other than minor maintenance work (e.g., engine oil change, waxing, minor engine tune-up, etc.).

#### Section 5. Easements.

(a) Reciprocal Easements. The Declarant hereby reserves for himself and the Association, their successors and assigns, repair of all improvements and the installation and continued operation, maintenance, repair, alternative, inspection and continued replacement of utility lines, including but not limited to, water lines, sewer lines, gas lines, telephone lines and Residential equipment thereon, over, under and across the Common Area and that portion of any Lot situated between any Improvement and the street adjacent thereto. Declarant or Association shall, except in cases of emergency, furnish to all affected Owners twenty-four (24) hours notice before exercising the rights granted by the Articles. Perpetual reciprocal easements for the aforementioned purposes shall exist both for the benefit and burden of all the Owners.

(b) Easements for Encroachments. If any portion of an Improvement encroaches upon the Common Area, or upon an adjoining Improvement, a valid easement



for the encroachment and for the maintenance of same, so long as it stands shall and does exist. If any portion of the Common Area encroaches upon the Improvement, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. Such encroachment and easements shall not be considered or determined to be encumbrances either on the Common Area or the Improvement.

(c) Reservation of Easements. Declarant for itself and the purchaser of the existing Treehaven Townhomes property reserves the use of the easement set forth in this Article II which are intended to and shall be for the benefit of all Owners, and no reference thereto need be made in any deed, instrument of conveyance or any other instrument.

(d) Easement for Utilities. The Declarant hereby grants a right of way and easement for utility purposes including, but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment over, under an across the Common area. Such utility easements and rights of way shall be binding upon the Declarant and the Association and the respective successors and assigns.

Section 6. Insurance. Every Owner of a Lot shall maintain in full force an Insurance Policy, including fire and extended insurance coverage protection on his unit, including personal property, wall coverings, appliance and similar such possessions. The insurance coverage shall be in a face amount equal to at least eighty percent (80%) of the replacement structure, contents and associated Common Area, determined as of the effective date of the policy. Each Owner, or his representative, shall furnish to the Association, not later than thirty (30) days after the effective date or renewal date of any such insurance policy, a written statement prepared and signed by the insurer acknowledging premiums have been paid for the period of coverage set forth in the statement. Each Owner shall further advise his insurer to furnish the Association with a copy of any notice of Termination of Coverage forwarded to the insured. This Section shall apply to each Owner, irrespective of whether or not he occupies the improvements on any Lot(s) owned by him.

### ARTICLE III COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessment, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, 2006, the maximum annual assessment shall be One Thousand Two Hundred Dollars (\$1,200.00) per year.

(a) From and after January 1, 2006, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 2006, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the votes of each class of members who voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the Annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment 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 part, the cost of any assessment in excess of \$3,000.00 shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written Notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitles to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed as a rate for all Lots and may be collected on a monthly basis. Notwithstanding the foregoing, the Association may elect to insure the Property and all residence improvements thereon with a single premium collective policy for all Units, the premium for which shall be paid by the Association. If the Association so elects to insure the Property, it agrees to provide the Owners with reasonable notice of any changes or

termination of such coverage, with the intention of providing the Owners with an opportunity to obtain alternative insurance coverage in accordance with this Section.

Section 7. Date of Commencement of Annual Assessment; Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish certificate signed by an officer or the association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosed the lien against the Property. No Owner may waive or otherwise escape liability for the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment 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 become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

#### ARTICLE IV PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Articles, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing or Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or any utilities located in the party wall shall be shared by the Owners who make use of the wall or such utilities in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it,

and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however to the right of any such Owners to call for a larger contribution from the Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The rights of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of the article each party shall choose one additional arbitrator, and such arbitrations shall be by a majority of all the arbitrators.

#### ARTICLE V GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by law or in any 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. In addition to ensuring that the Association and Lot Owners comply with zoning and other applicable ordinances of the City of Grand Junction (the "City"), and in order to prevent the diminution in the enjoyment, use or property value within the development, thereby impairing the health, safety and welfare of the Owners therein, the City, by and through its duly authorized officers and employees, is hereby granted the right to take such actions as the City may deem necessary in accordance with applicable law to enforce the covenants, conditions and restrictions contained in this Declaration. The Association shall not be dissolved, and the provisions of this paragraph, shall not be modified, amended or revoked, without the written consent of the City, evidenced by the affirmative vote of a majority of the City Council.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than one hundred percent

(100%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Expansion Right Reservation

(a) Reservation of the Right to Expand. Declarant reserves the right to expand the Property to include additional Lots.

(b) Supplemental Declaration and Supplemental Parts. Such expansion may be accomplished by the filing for record by Declaration in the office of the Clerk and Recorder for Mesa County, Colorado, no later than December 31, 2016, one or more Supplemental Declarations setting forth the Lots and other real property, if any, to be included in the expansion, together with any covenants, conditions, restrictions and easements particular to such property. The expansion may be accomplished in stages by successive supplements or in one (1) supplement expansion.

(c) Expansion of Definitions. In the event of such expansion, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Property subject to this Declaration as so to expand. For example, "Lot" shall mean the Lots resulting from any subdivision of the real property described on Exhibit "B" plus any additional Lots added by a supplement Declaration or declarations and reference to this declaration as supplemented. All conveyances of Lots shall be effective to transfer rights in the Property as expanded. The recordation in the records of Mesa County, Colorado, of a supplemental plat or plats incident to any expansion shall operate automatically to grant, transfer and convey to the Association the new Common Area added to the Property as the result of such expansion.

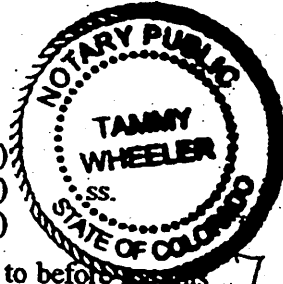
(d) Declaration Operative to New Lots. The new Lots shall be subject to all of the terms and conditions of this Declaration and of any Supplemental Declaration, upon placing the supplemental plat(s) depicting the Expansion Property and Supplemental Declaration(s) of public record in the real estate records of Mesa County.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set and seal this 1<sup>st</sup> day of November, 2005.

TREEHAVEN TOWNHOMES, LLC

By: [Signature]

Its: [Signature]



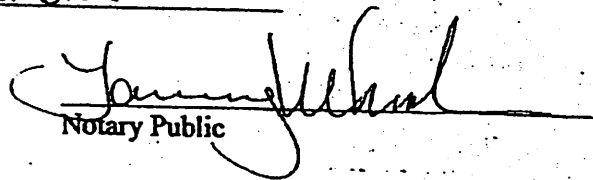
STATE OF COLORADO )

COUNTY OF MESA )

Subscribed and sworn to before me this 7 day of November, 2005,  
by Ray Rickard as \_\_\_\_\_ for TREEHAVEN  
TOWNHOMES, LLC.

WITNESS my hand and official seal.

My Commission expires: 2-5-08

  
Notary Public