

First Amendment to Declaration for Country Creek Patio Homes

This First Amendment to Declaration for Country Creek Patio Homes ("First Amendment") is executed on August 17, 1998, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 1, Block 2, Village at Country Creek, Filing 1 ("Village at Country Creek 1"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 1; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 1 in the office of the Mesa County Clerk and Recorder on August 17, 1998, in Book 16 at page 249 under Reception No. 1860169 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

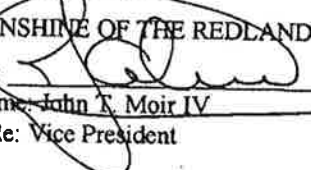
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 1 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this First Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

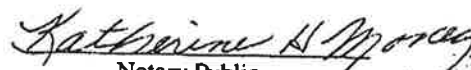
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 17th day of August, 1998, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 11-4-98


Katherine H. Moray
Notary Public



1860368 08/17/98 0125PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$5.00 SURCHG \$1.00

Second Amendment to Declaration for Country Creek Patio Homes

This Second Amendment to Declaration for Country Creek Patio Homes ("Second Amendment") is executed on August 17, 1998, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 6, Block 3, Village at Country Creek, Filing 1 ("Village at Country Creek 2"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 2; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 2 in the office of the Mesa County Clerk and Recorder on August 17, 1998, in Book 16 at page 250 under Reception No. 1860170 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 2 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: [Signature]
Name: John T. Moir IV
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 17th day of August, 1998, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 11-4-98

[Signature]
Notary Public



1860369 08/17/98 0125PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$5.00 SURCHG \$1.00

Third Amendment to Declaration for Country Creek Patio Homes

This Third Amendment to Declaration for Country Creek Patio Homes ("Third Amendment") is executed on August 17, 1998, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 3, Block 1, Village at Country Creek, Filing 1 ("Village at Country Creek 3"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 3; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 3 in the office of the Mesa County Clerk and Recorder on August 17, 1998, in Book 16 at page 251 under Reception No. 1860168 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 3 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Third Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: [Signature]
Name: John T. Moir IV
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 17th day of August, 1998, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 11-4-98

[Signature]
Notary Public



BOOK 2503 PAGE 427

1870221 10/22/98 0355PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$5.00 SURCHG \$1.00

Fourth Amendment to Declaration for Country Creek Patio Homes

This Fourth Amendment to Declaration for Country Creek Patio Homes ("Fourth Amendment") is executed on October 21, 1998, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 4, Block 4, Village at Country Creek, Filing 1 ("Village at Country Creek 4"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 4; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 4 in the office of the Mesa County Clerk and Recorder on October 19, 1998, in Book 16, at page 289 under Reception No. 1869553 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 4 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Fourth Amendment the day and year first above written.



DECLARANT
SUNSHINE OF THE REDLANDS, INC., a Colorado corporation
By: [Signature]
Name: John T. Moir IV
Title: Vice President

The foregoing instrument was acknowledged before me this 21st day of October, 1998, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 11/4/98

[Signature]
Notary Public

1919547 09/10/99 0406PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$5.00

Fifth Amendment to Declaration for Country Creek Patio Homes

This Fifth Amendment to Declaration for Country Creek Patio Homes ("Fifth Amendment") is executed on September 10, 1999, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 4, Block 1, Village at Country Creek, Filing 1 ("Village at Country Creek 5"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 5; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 5 in the office of the Mesa County Clerk and Recorder on September 9, 1999, in Book 17, at page 159 under Reception No. 1919398 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

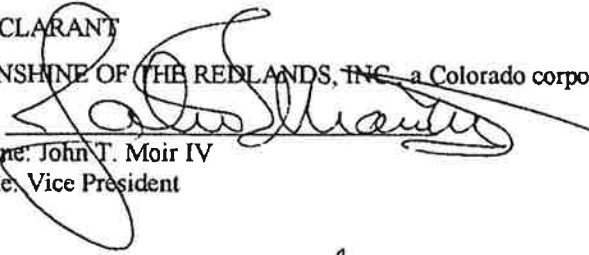
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 5 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Fifth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

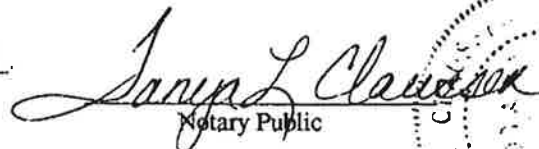
Title: Vice President

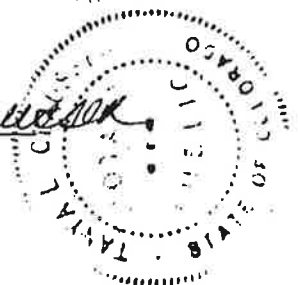
STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 10th day of Sept, 1999, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal

My commission expires: 9/26/2000


Notary Public



1919548 09/10/99 0406PM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$5.00

Sixth Amendment to Declaration for Country Creek Patio Homes

This Sixth Amendment to Declaration for Country Creek Patio Homes ("Sixth Amendment") is executed on September 10, 1999, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 1, Block 4, Village at Country Creek, Filing 1 ("Village at Country Creek 6"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 6; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 6 in the office of the Mesa County Clerk and Recorder on September 9, 1999, in Book 17, at page 160 under Reception No. 1919399 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 6 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Sixth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: John T. Moir IV
 Name: John T. Moir IV
 Title: Vice President

STATE OF COLORADO)
) ss.
 COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 10th day of Sept, 1999, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 9/30/2000

Janya L. Chausson
 Notary Public



Sixth Amendment to Declaration for Country Creek Patio Homes

This Sixth Amendment to Declaration for Country Creek Patio Homes ("Sixth Amendment") is executed on September 11, 1999, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 5, Block 4, Village at Country Creek, Filing 1 ("Village at Country Creek 6"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 6; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 6 in the office of the Mesa County Clerk and Recorder on September 9, 1999, in Book 17, at page 160 under Reception No. 1919399 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

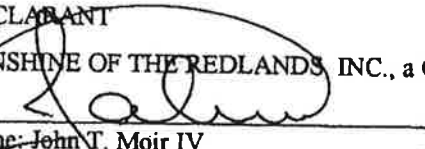
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 6 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Sixth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

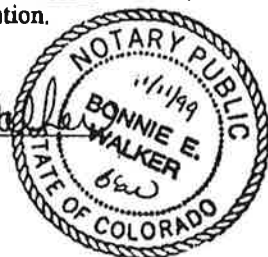
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 11th day of November, 1999, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2001.


Notary Public



Seventh Amendment to Declaration for Country Creek Patio Homes

This Seventh Amendment to Declaration for Country Creek Patio Homes ("Seventh Amendment") is executed on November 10, 1999, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 1, Block 4, Village at Country Creek, Filing 1 ("Village at Country Creek 7"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 6; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 6 in the office of the Mesa County Clerk and Recorder on November 9, 1999, in Book 17, at page 200 under Reception No. 1927165 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

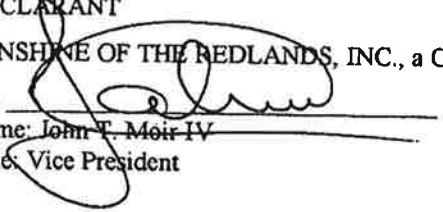
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 7 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Seventh Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

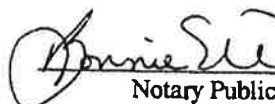
Title: Vice President

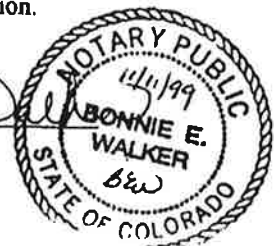
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 11th day of November, 1999, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2001


Notary Public



Eighth Amendment to Declaration for Country Creek Patio Homes

This Eighth Amendment to Declaration for Country Creek Patio Homes ("Eighth Amendment") is executed on March 13, 2000, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 2, Block 2, Village at Country Creek, Filing 1 ("Village at Country Creek 8"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 8; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 8 in the office of the Mesa County Clerk and Recorder on March 9, 2000, in Book 17, at page 287 under Reception No. 1941856 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 8 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Eighth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

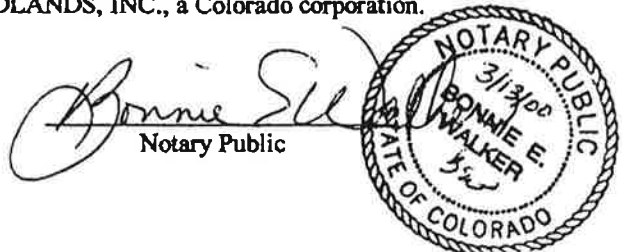
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 13th day of MARCH, 2000, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2001.



Ninth Amendment to Declaration for Country Creek Patio Homes

This Ninth Amendment to Declaration for Country Creek Patio Homes ("Ninth Amendment") is executed on March 13, 2000, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 1, Block 3, Village at Country Creek, Filing 1 ("Village at Country Creek 9"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 9; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 9 in the office of the Mesa County Clerk and Recorder on March 9, 2000, in Book 17, at page 288 under Reception No. 1941857 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

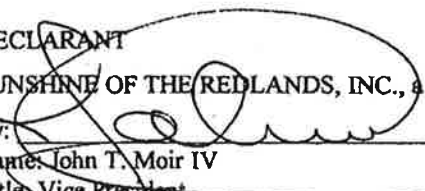
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 9 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Ninth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

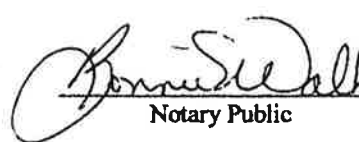
Title: Vice President

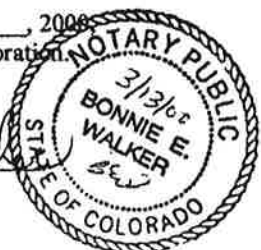
STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 13th day of March, 2000,
by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-17-2001


Notary Public



1952563 06/06/00 0915AM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$5.00

Tenth Amendment to Declaration for Country Creek Patio Homes

This Tenth Amendment to Declaration for Country Creek Patio Homes ("Tenth Amendment") is executed on June 6, 2000, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 8, Block 4, Village at Country Creek, Filing 1 ("Village at Country Creek 10"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 10; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 10 in the office of the Mesa County Clerk and Recorder on June 6, 2000, in Book 17, at page 331 under Reception No. 1952562 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 10 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Tenth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: [Signature]
Name: John T. Moir IV
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 6th day of June, 2000, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: August 19, 2001.

[Signature]
Notary Public



Eleventh Amendment to Declaration for Country Creek Patio Homes

This Eleventh Amendment to Declaration for Country Creek Patio Homes ("Eleventh Amendment") is executed on September 26, 2000, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 2, Block 4, Village at Country Creek, Filing 1 ("Village at Country Creek 11"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 11; and

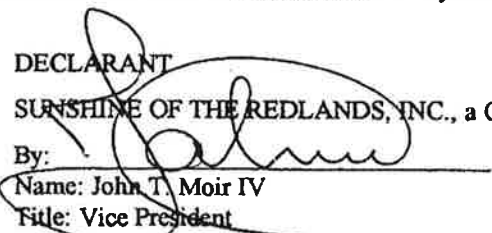
WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 11 in the office of the Mesa County Clerk and Recorder on September 25, 2000, in Book 18, at page 5, under Reception No. 1966195, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 11 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Eleventh Amendment the day and year first above written.

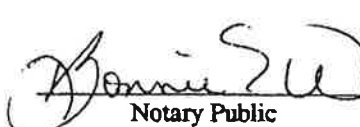
DECLARANT
SUNSHINE OF THE REDLANDS, INC., a Colorado corporation
By: 
Name: John T. Moir IV
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 26th day of September, 2000, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: August 19, 2001.


Notary Public



1982355 02/02/01 0342PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$5.00

Twelfth Amendment to Declaration for Country Creek Patio Homes

This Twelfth Amendment to Declaration for Country Creek Patio Homes ("Twelfth Amendment") is executed on February 2nd, 2001, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 7, Block 4, Village at Country Creek, Filing 1 ("Village at Country Creek 12"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 12; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 12 in the office of the Mesa County Clerk and Recorder on February 2nd, 2001, in Book 18, at page 92 under Reception No. 1982354, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 12 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Twelfth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: [Signature]
Name: John T. Moir IV
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 2nd day of February, 2001, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.
My commission expires: 8-19-2001.

[Signature]
Notary Public



Thirteenth Amendment to Declaration for Country Creek Patio Homes

This Thirteenth Amendment to Declaration for Country Creek Patio Homes ("Thirteenth Amendment") is executed on June 22, 2001, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 3, Block 4, Village at Country Creek, Filing 1 ("Village at Country Creek 13"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 13; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 13 in the office of the Mesa County Clerk and Recorder on June 22, 2001, in Book 18, at page 182, under Reception No. 2002150, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

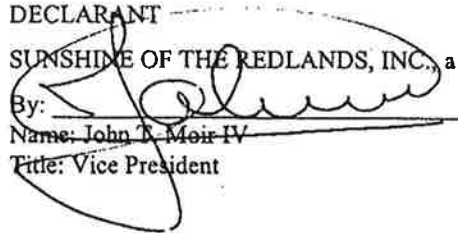
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 13 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Thirteenth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

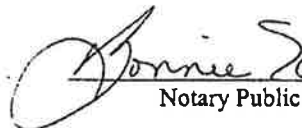
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 22nd day of June, 2001, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2001


Notary Public



2008953 08/03/01 0326PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$5.00

Fourteenth Amendment to Declaration for Country Creek Patio Homes

This Fourteenth Amendment to Declaration for Country Creek Patio Homes ("Fourteenth Amendment") is executed on August 3, 2001, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 6, Block 4, Village at Country Creek, Filing 1 ("Village at Country Creek 14"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 14; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 14 in the office of the Mesa County Clerk and Recorder on August 3, 2001, in Book 18, at page 212, under Reception No. 2008954, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 14 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Fourteenth Amendment the day and year first above written.

DECLARANT
SUNSHINE OF THE REDLANDS, INC., a Colorado corporation
By: [Signature]
Name: John T. Moir IV
Title: Vice President

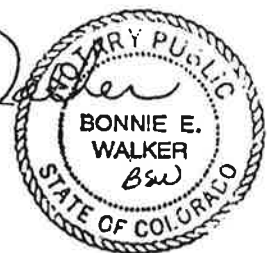
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 3rd day of August, 2001, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-01

[Signature]
Notary Public



Fifteenth Amendment to Declaration for Country Creek Patio Homes

BOOK 2939 PAGE 924

This Fifteenth Amendment to Declaration for Country Creek Patio Homes ("Fifteenth Amendment") is executed on October 15, 2001, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 2, Block 3, Village at Country Creek, Filing 1 ("Village at Country Creek 15"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 15; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 15 in the office of the Mesa County Clerk and Recorder on October 15, 2001, in Book 18, at page 255, under Reception No. 2020193, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

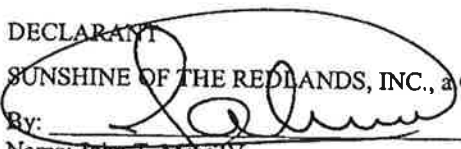
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 15 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Fifteenth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

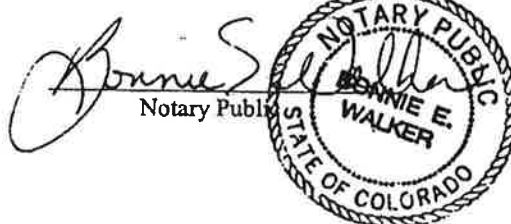
) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 15th day of October, 2001, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

Witness my hand and official seal.

My commission expires: August 19, 2005.



Sixteenth Amendment to Declaration for Country Creek Patio Homes

BOOK 2939 PAGE 925

This Sixteenth Amendment to Declaration for Country Creek Patio Homes ("Sixteenth Amendment") is executed on October 15, 2001, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 1, Block 1, Village at Country Creek, Filing 1 ("Village at Country Creek 16"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 16; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 16 in the office of the Mesa County Clerk and Recorder on October 15, 2001, in Book 18, at page 256, under Reception No. 2020194, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

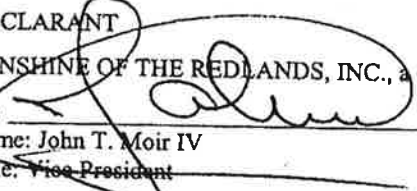
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 16 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Sixteenth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

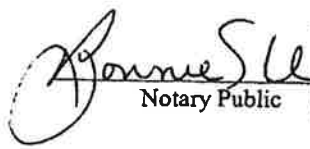
Title: Vice President

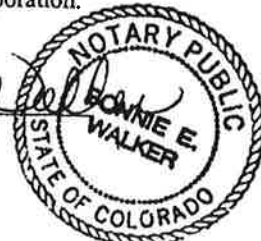
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 15th day of October, 2001, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: August 19, 2005


Notary Public



2045407 03/13/02 1018AM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$5.00

Seventeenth Amendment to Declaration for Country Creek Patio Homes

This Seventeenth Amendment to Declaration for Country Creek Patio Homes ("Seventeenth Amendment") is executed on March 13, 2002, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 5, Block 3, Village at Country Creek, Filing 1 ("Village at Country Creek 17"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 17; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 17 in the office of the Mesa County Clerk and Recorder on March 13, 2002, in Book 18, at page 363, under Reception No. 2045406 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 17 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Seventeenth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: _____

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

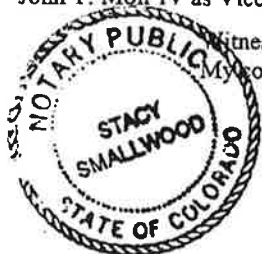
) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 13th day of March, 2002, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 9-23-02



 Notary Public

2060048 06/07/02 1159AM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$5.00

Eighteenth Amendment to Declaration for Country Creek Patio Homes

This Eighteenth Amendment to Declaration for Country Creek Patio Homes ("Eighteenth Amendment") is executed on June 7, 2002, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 3, Block 3, Village at Country Creek, Filing 1 ("Village at Country Creek 18"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 18; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 18 in the office of the Mesa County Clerk and Recorder on June 7, 2002, in Book 19, at page 36, under Reception No. 2060046 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

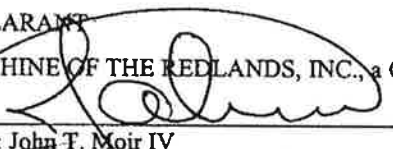
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 18 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Eighteenth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

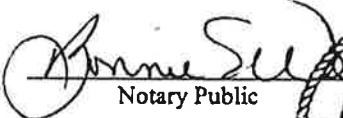
) ss.

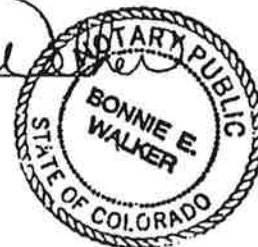
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 7th day of June, 2002, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2005


 Notary Public



2060049 06/07/02 1159AM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$5.00

Nineteenth Amendment to Declaration for Country Creek Patio Homes

This Nineteenth Amendment to Declaration for Country Creek Patio Homes ("Nineteenth Amendment") is executed on June 7, 2002, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 4, Block 3, Village at Country Creek, Filing 1 ("Village at Country Creek 19"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 19; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 19 in the office of the Mesa County Clerk and Recorder on June 7, 2002, in Book 19, at page 37, under Reception No. 2060047, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

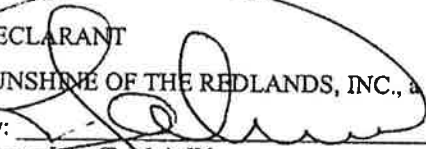
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 19 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Nineteenth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

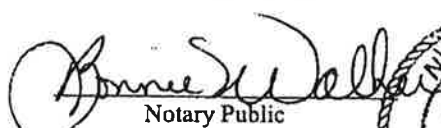
) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 7th day of June, 2002, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2005.


 Notary Public



2069088 08/01/02 0321PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$5.00

Twentieth Amendment to Declaration for Country Creek Patio Homes

This Twentieth Amendment to Declaration for Country Creek Patio Homes ("Twentieth Amendment") is executed on August 1, 2002, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 2, Block 1, Village at Country Creek, Filing 1 ("Village at Country Creek 20"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 20; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 20 in the office of the Mesa County Clerk and Recorder on August 1, 2002, in Book 19, at page 90, under Reception No. 2069087, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

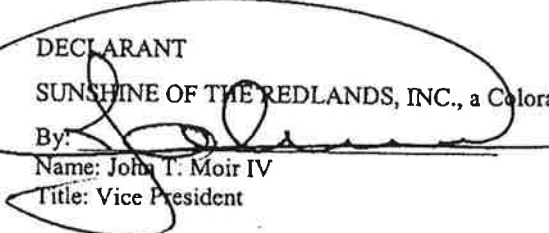
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 20 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Twentieth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

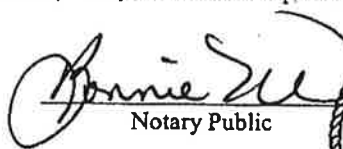
STATE OF COLORADO)

) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 1st day of August, 2002, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2005.

Notary Public


2121654 05/13/03 1147AM
JANICE WARD CLK&REC MESA COUNTY CO
REC FEE \$5.00 SURCHG \$1.00

Twenty First Amendment to Declaration for Country Creek Patio Homes

This Twenty First Amendment to Declaration for Country Creek Patio Homes ("Twenty First Amendment") is executed on May 12, 2003, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 1, Block 4, Village at Country Creek, Filing 2 ("Village at Country Creek 21"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 21; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 21 in the office of the Mesa County Clerk and Recorder on May 12, 2003, in Book 19, at page 320, under Reception No. 2121652, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

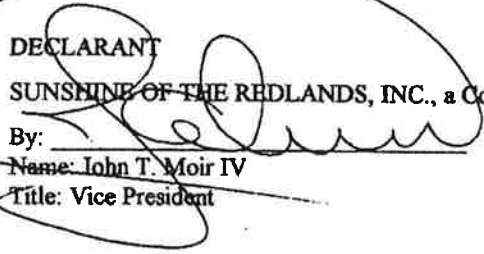
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 21 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Twenty First Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

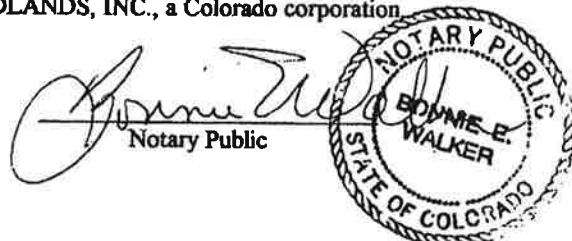
) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 13th day of MAY, 2003, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

Witness my hand and official seal.

My commission expires: 8-19-2005



2121655 05/13/03 1147AM
JANICE WARD CLK&REC MESA COUNTY CO
REC FEE \$5.00 SURCHG \$1.00

Twenty Second Amendment to Declaration for Country Creek Patio Homes

This Twenty Second Amendment to Declaration for Country Creek Patio Homes ("Twenty Second Amendment") is executed on May 12, 2003, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 2, Block 4, Village at Country Creek, Filing 2 ("Village at Country Creek 22"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 22; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 22 in the office of the Mesa County Clerk and Recorder on May 12, 2003, in Book 19, at page 321, under Reception No. 2121653, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 22 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Twenty Second Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

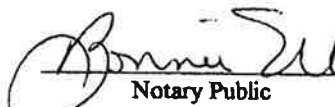
) ss.

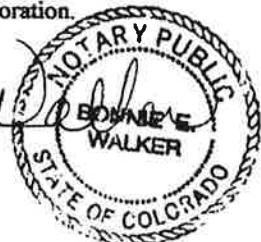
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 13th day of MAY, 2003, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2005.


Notary Public



2140107 08/06/03 0253PM
 JANICE WARD CLK&REC MESA COUNTY CO
 REC FEE \$5.00 SURCHG \$1.00

Twenty Third Amendment to Declaration for Country Creek Patio Homes

This Twenty Third Amendment to Declaration for Country Creek Patio Homes ("Twenty Third Amendment") is executed on August 6, 2003, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 1, Block 1, Village at Country Creek, Filing 2 ("Village at Country Creek 23"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 23; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 23 in the office of the Mesa County Clerk and Recorder on August 6, 2003, in Book 19, at page 382 under Reception No. 2140106, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

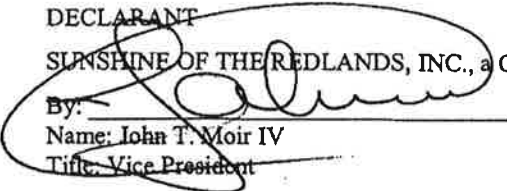
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 23 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Twenty Third Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

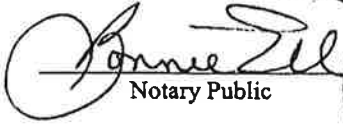
) ss.

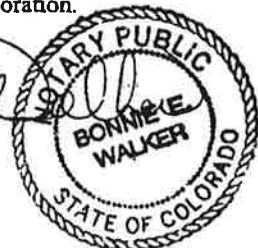
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 6th day of August, 2003, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2005.


 Notary Public



2140109 08/06/03 0253PM
 JANICE WARD CLK&REC MESA COUNTY CO
 REC FEE \$5.00 SURCHG \$1.00

Twenty Fourth Amendment to Declaration for Country Creek Patio Homes

This Twenty Fourth Amendment to Declaration for Country Creek Patio Homes ("Twenty Fourth Amendment") is executed on August 6, 2003, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 2, Block 1, Village at Country Creek, Filing 2 ("Village at Country Creek 24"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 24; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 24 in the office of the Mesa County Clerk and Recorder on August 6, 2003, in Book 19, at page 383, under Reception No. 2140108, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

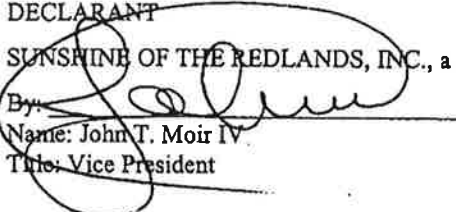
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 24 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Twenty Fourth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

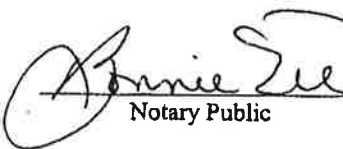
) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 6th day of August, 2003, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2005.


 Notary Public



Twenty Fifth Amendment to Declaration for Country Creek Patio Homes

Book 3545 Page 336

This Twenty Fifth Amendment to Declaration for Country Creek Patio Homes ("Twenty Fifth Amendment") is executed on December 8, 2003, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 3, Block 1, Village at Country Creek, Filing 2 ("Village at Country Creek 25"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 25; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 25 in the office of the Mesa County Clerk and Recorder on ~~November 8~~ ^{December 8}, 2003, in Book 30, at page 76, under Reception No.

2164624 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

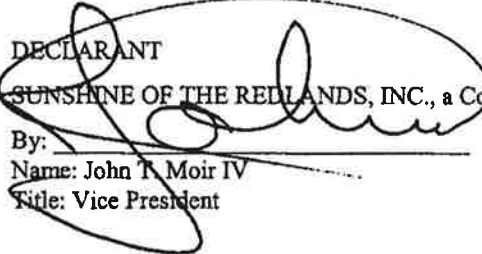
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 25 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Twenty Fifth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

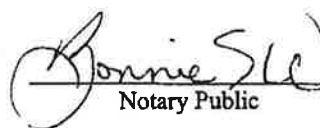
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 8th day of December, 2003, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2005.


Notary Public



Twenty Sixth Amendment to Declaration for Country Creek Patio Homes

BOOK 3517 PAGE 655

This Twenty Sixth Amendment to Declaration for Country Creek Patio Homes ("Twenty Sixth Amendment") is executed on October 30, 2003, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 4, Block 1, Village at Country Creek, Filing 2 ("Village at Country Creek 26"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 26; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 26 in the office of the Mesa County Clerk and Recorder on October 30, 2003, in Book 20, at page 48, under Reception No. 2156172 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

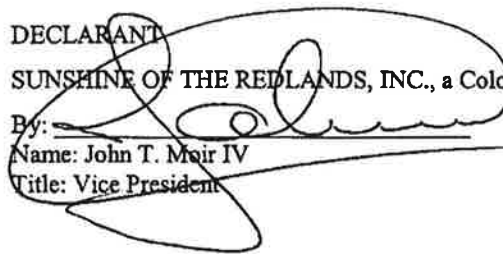
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 26 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Twenty Sixth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

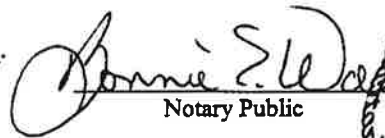
By: 
Name: John T. Moir IV
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 30th day of October, 2003, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2005.


Notary Public



Twenty Seventh Amendment to Declaration for Country Creek Patio Homes

BOOK 3545 PAGE 338

This Twenty Seventh Amendment to Declaration for Country Creek Patio Homes ("Twenty Seventh Amendment") is executed on December 8, 2003, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 1, Block 3, Village at Country Creek, Filing 2 ("Village at Country Creek 27"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 27; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 27 in the office of the Mesa County Clerk and Recorder on December 8, 2003, in Book 20, at page 78, under Reception No. 2164626, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 27 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Twenty Seventh Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: [Signature]

Name: John T. Moir IV

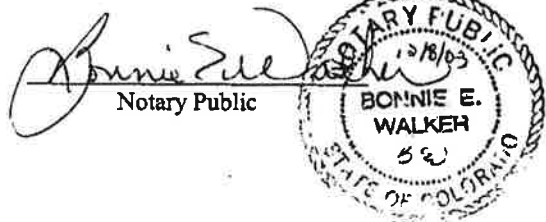
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 8th day of December, 2003, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-05



Twenty Eighth Amendment to Declaration for Country Creek Patio Homes

BOOK 3545 PAGE 337

This Twenty Eighth Amendment to Declaration for Country Creek Patio Homes ("Twenty Eighth Amendment") is executed on December 8, 2003, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 2, Block 3, Village at Country Creek, Filing 2 ("Village at Country Creek 28"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 28; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 28 in the office of the Mesa County Clerk and Recorder on December 8, 2003, in Book 20, at page 77, under Reception No.

2164625, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

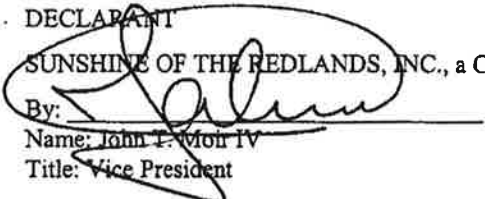
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 28 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Twenty Eighth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

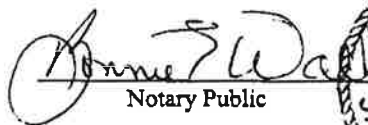
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 8th day of December, 2003, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2005


Notary Public



Twenty Ninth Amendment to Declaration for Country Creek Patio Homes

This Twenty Ninth Amendment to Declaration for Country Creek Patio Homes ("Twenty Ninth Amendment") is executed on February 25, 2004, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 4, Block 2, Village at Country Creek, Filing 2 ("Village at Country Creek 29"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 29; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 29 in the office of the Mesa County Clerk and Recorder on February 25, 2004, in Book #3594 at page # 9, under Reception No. 2178439, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

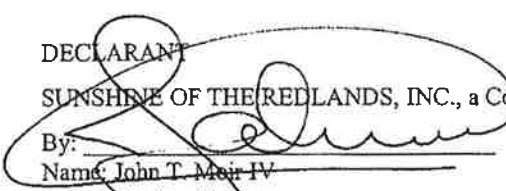
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 29 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Twenty Ninth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

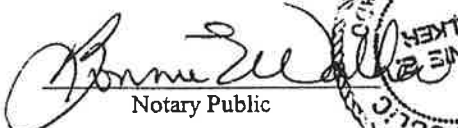
) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 17th day of February, 2004, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: August 19, 2005.


Notary Public



2191766 BK 3652 PG 689
 05/13/2004 10:46 AM
 Janice Ward CLK&REC Mesa County, CO
 RecFee \$5.00 SurChg \$1.00

Thirtieth Amendment to Declaration for Country Creek Patio Homes

This Thirtieth Amendment to Declaration for Country Creek Patio Homes ("Thirtieth Amendment") is executed on May 13, 2004, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 3, Block 2, Village at Country Creek, Filing 2 ("Village at Country Creek 30"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 30; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 30 in the office of the Mesa County Clerk and Recorder on May 13, 2004, in Book # 3652 at page # 686, under Reception No. 2191763, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

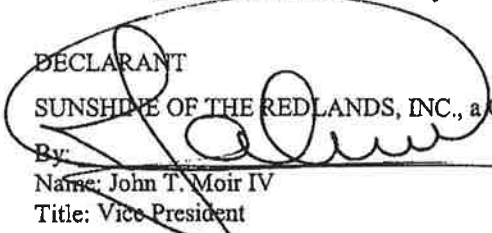
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 30 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Thirtieth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

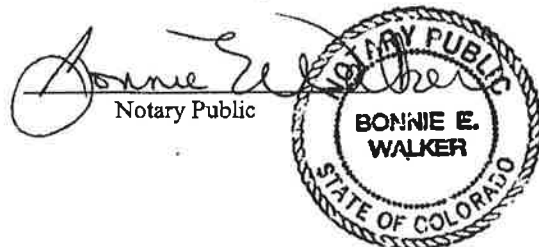
Title: Vice President

STATE OF COLORADO)
) ss.
 COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 23rd day of April, 2004, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2005.



Thirty First Amendment to Declaration for Country Creek Patio Homes

This Thirty First Amendment to Declaration for Country Creek Patio Homes ("Thirty First Amendment") is executed on May 13, 2004, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 5, Block 2, Village at Country Creek, Filing 2 ("Village at Country Creek 31"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 31; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 31 in the office of the Mesa County Clerk and Recorder on May 13, 2004, in Book # 3652, at page # 687, under Reception No. 2191764, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

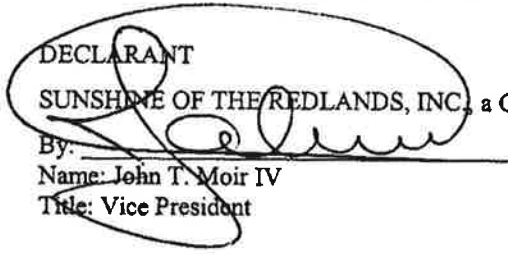
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 31 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Thirty First Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

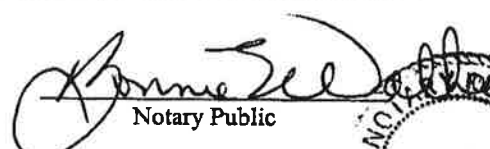
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 23rd day of April, 2004, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2005.


Notary Public



Thirty Second Amendment to Declaration for Country Creek Patio Homes

This Thirty Second Amendment to Declaration for Country Creek Patio Homes ("Thirty Second Amendment") is executed on May 13, 2004, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 6, Block 2, Village at Country Creek, Filing 2 ("Village at Country Creek 32"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 32; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 32 in the office of the Mesa County Clerk and Recorder on May 13, 2004, in Book # 3652, at page # 688, under Reception No. 2191765, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 32 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Thirty Second Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: [Signature]

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 23rd day of April, 2004, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-19-2005.

[Signature]
Notary Public



Thirty Third Amendment to Declaration for Country Creek Patio Homes BK 3719 PG 546

This Thirty Third Amendment to Declaration for Country Creek Patio Homes ("Thirty Third Amendment") is executed on August 18, 2004, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 3, Block 3, Village at Country Creek, Filing 2 ("Village at Country Creek 33"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 33; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 33 in the office of the Mesa County Clerk and Recorder on August 18, 2004, in Book # 3719, at page # 540, under Reception No. 2208586, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 33 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Thirty Third Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: [Signature]

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

) ss.

COUNTY OF MESE)

The foregoing instrument was acknowledged before me this 18th day of August, 2004, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

Witness my hand and official seal.

My commission expires: August 19, 2005

[Signature]
Notary Public



Thirty Fourth Amendment to Declaration for Country Creek Patio Homes BK 3719 PG 547

This Thirty Fourth Amendment to Declaration for Country Creek Patio Homes ("Thirty Fourth Amendment") is executed on August 18, 2004, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 4, Block 3, Village at Country Creek, Filing 2 ("Village at Country Creek 34"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 34; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 34 in the office of the Mesa County Clerk and Recorder on August 18, 2004, in Book # 3719, at page # 541, under Reception No. 2208587, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

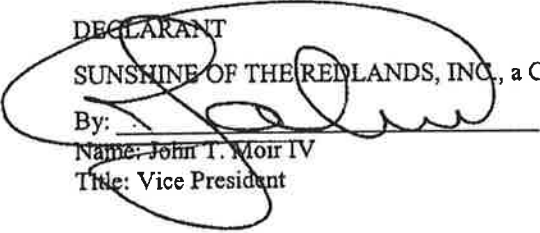
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 34 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Thirty Fourth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

) ss.

COUNTY OF MEsa)

The foregoing instrument was acknowledged before me this 18th day of August
by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

Witness my hand and official seal.

My commission expires: August 19, 2005


Notary Public



Thirty Fifth Amendment to Declaration for Country Creek Patio Homes **BK 3719 PG 548**

This Thirty Fifth Amendment to Declaration for Country Creek Patio Homes ("Thirty Fifth Amendment") is executed on August 18, 2004, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 5, Block 3, Village at Country Creek, Filing 2 ("Village at Country Creek 35"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 35; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 35 in the office of the Mesa County Clerk and Recorder on August 18, 2004, in Book # 3719, at page # 542, under Reception No. 2208588, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

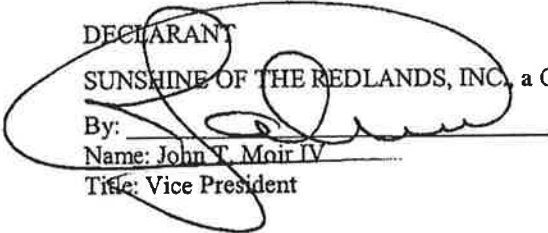
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 35 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Thirty Fifth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

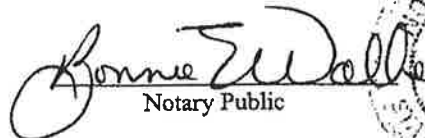
) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 18th day of August, 2004, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: August 19, 2005


Notary Public



Thirty Sixth Amendment to Declaration for Country Creek Patio Homes BK 3719 PG 549

This Thirty Sixth Amendment to Declaration for Country Creek Patio Homes ("Thirty Sixth Amendment") is executed on August 18, 2004, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 6, Block 3, Village at Country Creek, Filing 2 ("Village at Country Creek 36"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 36; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 36 in the office of the Mesa County Clerk and Recorder on August 18, 2004, in Book # 3719, at page # 543 under Reception No. 2208589, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

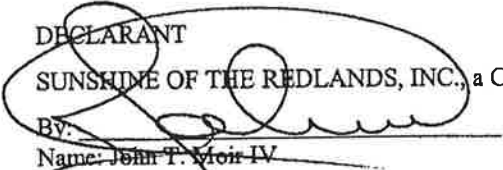
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 36 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Thirty Sixth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

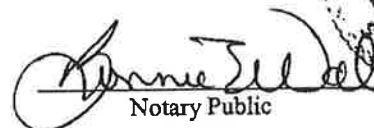
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 18th day of August
by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

Witness my hand and official seal.

My commission expires: August 19, 2005.


Notary Public



Thirty Seventh Amendment to Declaration for Country Creek Patio Homes BK 3719 PG 550

This Thirty Seventh Amendment to Declaration for Country Creek Patio Homes ("Thirty Seventh Amendment") is executed on August 18, 2004, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 7, Block 2, Village at Country Creek, Filing 2 ("Village at Country Creek 37"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 37; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 37 in the office of the Mesa County Clerk and Recorder on August 18, 2004, in Book # 3719, at page # 544, under Reception No. 2208590, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

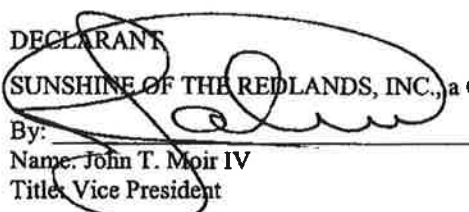
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 37 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Thirty Seventh Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)

) ss.

COUNTY OF MESEA)

The foregoing instrument was acknowledged before me this 18th day of August, 2004, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: August 19, 2005


Notary Public



Thirty Eighth Amendment to Declaration for Country Creek Patio Homes

BK 3719 PG 551

This Thirty Eighth Amendment to Declaration for Country Creek Patio Homes ("Thirty Eighth Amendment") is executed on August 18, 2004, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as Lot 8, Block 2, Village at Country Creek, Filing 2 ("Village at Country Creek 38"); and

WHEREAS, Declarant has caused certain Dwelling Units to be constructed upon such Village at Country Creek 38; and

WHEREAS, Declarant has recorded a Common Interest Community Map of Village at Country Creek 38 in the office of the Mesa County Clerk and Recorder on August 18, 2004, in Book # 3719, at page # 545, under Reception No. 2208597, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Unit A" and "Unit B", respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

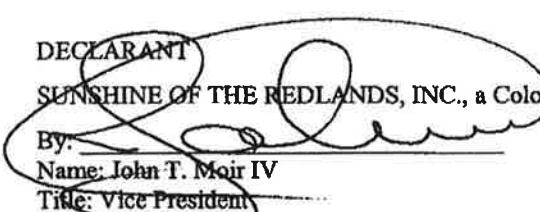
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek 38 is hereby subdivided as shown on the Subdivision Plat. Each of Units A and B as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Thirty Eighth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 18th day of August, 2004, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: August 19, 2005


Notary Public



Thirty Ninth Amendment to Declaration for Country Creek Patio Homes

This Thirty Ninth Amendment to Declaration for Country Creek Patio Homes ("Thirty Ninth Amendment") is executed on March 1, 2006, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as; Lots 1, 2 & 3 in Block 1, Lots 1, 2, 3, 4, 5 & 6 in Block 2, Lots 1, 2, 3 & 4 in Block 3, Lots 1, 2, 3 & 4, in Block 4, Lots 1, 2, 3 & 4, in Block 5, Lots 1, 2, 3 & 4, in Block 6, Village at Country Creek, Filing Three; and

WHEREAS, Declarant will cause certain Dwelling Units to be constructed upon such Village at Country Creek Filing Three; and

WHEREAS, Declarant has recorded a Final Plat and Common Interest Community Map of Village at Country Creek Filing Three in the office of the Mesa County Clerk and Recorder on May 6, 2005 in Book # 3892, at page # 143 through 153, under Reception No. 2252351, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Units 3-1, 3-2, 3-3, 3-4, 3-5, 3-6, 3-7, 3-8, 3-9, 3-10, 3-11, 3-12, 3-13, 3-14, 3-15, 3-16, 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24, 3-25, 3-26, 3-27, 3-28, 3-29, 3-30, 3-31, 3-32, 3-33, 3-34, 3-35, 3-36, 3-37, 3-38, 3-39, 3-40, 3-41, 3-42, 3-43, 3-44, 3-45, 3-46, 3-47, 3-48, 3-49 and 3-50" respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek Filing Three is hereby subdivided as shown on the Subdivision Plat. Each of Units 3-1, 3-2, 3-3, 3-4, 3-5, 3-6, 3-7, 3-8, 3-9, 3-10, 3-11, 3-12, 3-13, 3-14, 3-15, 3-16, 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24, 3-25, 3-26, 3-27, 3-28, 3-29, 3-30, 3-31, 3-32, 3-33, 3-34, 3-35, 3-36, 3-37, 3-38, 3-39, 3-40, 3-41, 3-42, 3-43, 3-44, 3-45, 3-46, 3-47, 3-48, 3-49 and 3-50 as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this Thirty Ninth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

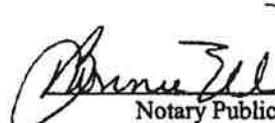
Title: Vice President

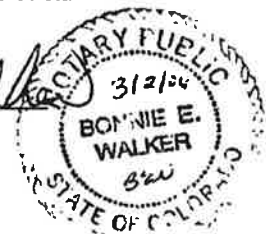
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 2nd day of March, 2006, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 9-26-2009.


Notary Public



2304656 BK 4105 PG 56
03/02/2006 02:12 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$5.00 SurChg \$1.00

Fortieth Amendment to Declaration for Country Creek Patio Homes

This Fortieth Amendment to Declaration for Country Creek Patio Homes ("Fortieth Amendment") is executed on March 17th, 2016, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as; Lots 1, 2, 3 & 4 in Block 1, Lots 1, 2, 3 & 4 in Block 2, Lots 1, & 2 in Block 3, , Village at Country Creek, Filing Four; and

WHEREAS, Declarant will cause certain Dwelling Units to be constructed upon such Village at Country Creek Filing Four; and

WHEREAS, Declarant has recorded a Final Plat and Common Interest Community Map of Village at Country Creek Filing Four in the office of the Mesa County Clerk and Recorder on December 22, 2015 in Book # 5807, at page # 697 through 703, under Reception No. 2746834, in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Units 4-1, 4-2, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, 4-9, 4-10, 4-11, 4-12 as well as Lots 1, 2, 3 and 4 of Block 2" respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

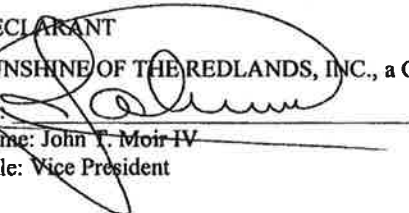
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek Filing Four is hereby subdivided as shown on the Subdivision Plat. Each of Units 4-1, 4-2, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, 4-9, 4-10, 4-11, 4-12 and Lot 1, 2, 3, 4 of Block 2, as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this fortieth Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

Title: Vice President

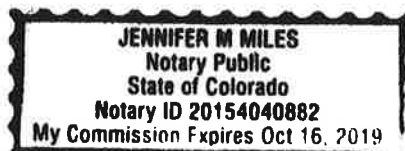
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 18 day of March, 2016, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 10/16/19


Notary Public



Jessica Varley
Notary Public

Forty Second Amendment to Declaration for Country Creek Patio Homes

This Forty Second Amendment to Declaration for Country Creek Patio Homes ("Forty Second Amendment") is executed on September 26th, 2019, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as; Lots 1, 2, 3, 4, 5 & 6 in Block 1 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 in Block 2, Village at Country Creek, Filing Six; and

WHEREAS, Declarant will cause certain Dwelling Units to be constructed upon such Village at Country Creek Filing Six; and

WHEREAS, Declarant has recorded a Final Plat and Common Interest Community Map of Village at Country Creek Filing Six in the office of the Mesa County Clerk and Recorder on August 29, 2019 under Reception No. 2892987 & 2892989 in order to permit the separate sale of such Dwelling Units, designating such Dwelling Units as "Units 6-1, 6-2, 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 6-14, 6-15, 6-16, 6-17, 6-18, 6-19, 6-20, 6-21, 6-22, 6-23, 6-24, 6-25, 6-26, 6-27 and 6-28, as well as Lots 9 and 10 of Block 2" respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

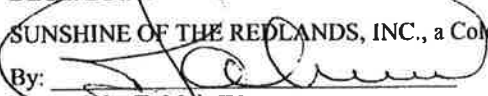
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek Filing Six is hereby subdivided as shown on the Subdivision Plat. Each of Units 6-1, 6-2, 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 6-12, 6-13, 6-14, 6-15, 6-16, 6-17, 6-18, 6-19, 6-20, 6-21, 6-22, 6-23, 6-24, 6-25, 6-26, 6-27 and 6-28, as well as Lots 9 and 10 of Block 2 as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Area and Limited Common Elements shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Area or Limited Common Elements, respectively, of the Project within the meaning of the Declaration and in accordance with the designation of the Limited Common Elements made upon the Subdivision Plat.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this forty second Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

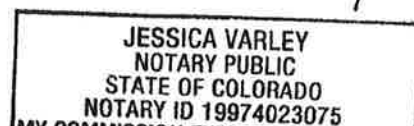
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 12 day of November, 2019, by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: July 27 2020




Notary Public

Forty Fourth Amendment to Declaration for Country Creek Patio Homes

This Forty Fourth Amendment to Declaration for Country Creek Patio Homes (this "Forty Fourth Amendment") is executed on August 11, 2023, by Sunshine of the Redlands, Inc., a Colorado corporation ("Declarant"), as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). (Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.)

WHEREAS, Declarant has recorded a Final Plat of Village at Country Creek North in the office of the Mesa County Clerk and Recorder on April 27th, 2022, under Reception No. 3029016, designating the lots thereon as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 respectively (the "VACC North Subdivision Plat"); and

WHEREAS, pursuant to that certain Forty Third Amendment to Declaration for Country Creek Patio Homes, recorded in the office of the Mesa County Clerk and Recorder on April 27, 2022, under Reception No. 3029023, and the Tenth Supplement to the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on April 27, 2022, under Reception No. 3029024, the lots and tracts of the VACC North Subdivision Plat were submitted and subjected to the Declaration in the exercise by Declarant of its reserved Development Rights; and

WHEREAS, pursuant to Section 14.4 of the Declaration, Declarant reserved the development right to withdraw properties from Country Creek Patio Homes, provided the lots in the property to be withdrawn have not been conveyed to a purchaser prior to that withdrawal; and

WHEREAS, pursuant to sections 14.4 and 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its reserved development right to withdraw the Lots and Tracts of the VACC North Subdivision Plat from Country Creek Patio Homes and the Declaration;

NOW, THEREFORE, pursuant to Sections 14.4, 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, all tracts, lots, and properties within the VACC North Subdivision Plat are hereby withdrawn from the Declaration and are no longer subject to the terms and conditions of the Declaration. Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 as shown on the VACC North Subdivision Plat no longer constitute "Lots" within and subject to the Declaration.

2. The Common Areas shown upon the VACC North Subdivision Plat as Tracts A, B, C and D are also hereby withdrawn from the Declaration. The Subdivision Plat contemplated a conveyance of such Common Areas to the CCPH Association, and those conveyances of the Tracts was accomplished through Quit Claim deed to Country Creek Patio Homes Association, Inc. (the "CCPH Association"), for no consideration, recorded in the office of the Mesa County Clerk and Recorder on April 27, 2022, at Reception No. 3029022. Declarant anticipates the re-conveyance of those Tracts from CCPH Association to Declarant or the VACC North owners association, in light of the purposes for such Tracts being to primarily or exclusively to service VACC North and its Lot owners.

3. Declarant hereby confirms that no units within the VACC North Subdivision Plat withdrawn hereby have been conveyed to a purchaser.

4. Exhibit A to the Declaration and the allocation of Common Expenses among the Lots are amended by the attached Eighth Amendment to Exhibits A, B and C To Declaration For Country Creek Patio Homes to include the legal descriptions and recording data applicable to the properties within that community immediately before the addition of the VACC North identified in the second WHEREAS recital on page 1 hereof. In addition, Exhibit D to the Declaration is hereby amended in accordance with Section 5.10 of the Declaration and shall be determined by the Board of Directors of the CCPH Association pursuant to that Section 5.10 without inclusion of the twelve (12) lots within VACC North Subdivision hereby withdrawn.

5. In conjunction with the recording of this Forty Fourth Amendment, and in accordance with Section 15.9 of the Declaration, Declarant will record a separate instrument setting forth the existence, locations, and extent of any easements created on the VACC North Subdivision Plat for the benefit of the CCPH Association and its members, or any of them, and any operation and maintenance expense obligations applicable thereto.

6. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

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

)

) SS.

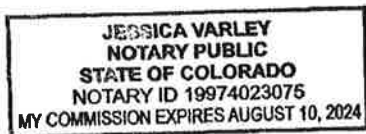
COUNTY OF MESA

)

The foregoing instrument was acknowledged before me this 11 day of August, 2023, 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: 8-10-24



Jessica Varley

Notary Public

and all Tracts and other property within VILLAGE AT COUNTRY CREEK, FILING 4 as shown on the plat as recorded December 22, 2015, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 5807, Pages 697 through 703.

- a) Lots 1-5, Block 1,
- b) Lots 1-7, Block 2,
- c) Lots 1-4, Block 3,

and all Tracts and other property within VILLAGE AT COUNTRY CREEK, FILING 5 as shown on the plat as recorded September 26, 2017, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Reception Numbers 2815539 and 2815540.

- a) Lots 1-6, Block 1,
- b) Lots 1-10, Block 2,

and all Tracts and other property within VILLAGE AT COUNTRY CREEK, FILING 6 as shown on the plat as recorded August 29, 2019, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Reception Numbers 2892987 and 2892989

EIGHTH 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
- b) Lots 1-8, Block 2
- c) Lots 1-6, Block 3
- d) Lots 1-2, Block 4

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

- a) Lots 1-3, Block 1,
- b) Lots 1-6, Block 2,
- c) Lots 1-4, Block 3,
- d) Lots 1-4, Block 4,
- e) Lots 1-4, Block 5,
- f) Lots 1-4, Block 6,

and all Tracts and other property within VILLAGE AT COUNTRY CREEK, FILING 3 as shown on the plat as recorded May 6, 2005, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3892, Pages 143 through 153.

- a) Lots 1-4, Block 1,
- b) Lots 1-4, Block 2,
- c) Lots 1-2, Block 3,

EIGHTH 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.

Tracts A, B, C, D, E, F of 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.

Tracts A, B, and C within VILLAGE AT COUNTRY CREEK SOUTH, Mesa County, Colorado, as shown on the plat as recorded December 31, 2003, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3561, Pages 441 through 442.

Tracts A, B, C, D, E and F within VILLAGE AT COUNTRY, FILING 3, Mesa County, Colorado, as shown on the plat as recorded May 6, 2005 in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 3892, Pages 143 through 153.

Tracts B, C, D, E and F within VILLAGE AT COUNTRY, FILING 4, Mesa County, Colorado, as shown on the plat as recorded December 22, 2015 in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Plat Book 5807, Pages 697 through 703.

Tract D within VILLAGE AT COUNTRY CREEK, FILING 5, Mesa County, Colorado, as shown on the plat as recorded September 26, 2017, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Reception Numbers 2815539 and 2815540.

Tracts A, B and C within VILLAGE AT COUNTRY CREEK, FILING 5, Mesa County, Colorado, as shown on the plat as recorded September 26, 2017, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Reception Numbers 2815539 and 2815540.

Tracts A, B and C within VILLAGE AT COUNTRY CREEK, FILING 6, Mesa County, Colorado, as shown on the plat as recorded August 29, 2019, in the books and records of the Clerk and Recorder of Mesa County, Colorado, at Reception Numbers 2892987 and 2892989.

EIGHTH 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.

All easements as shown on the plat of 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.

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK SOUTH, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on December 31, 2003, in Plat Book 3561, Page 441 through 442.

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK, FILING 3, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on May 6, 2005, in Plat Book 3892, Page 143 through 153.

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK, FILING 4, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on December 22, 2015, in Plat Book 5807, Page 697 through 703.

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK, FILING 5, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on September 26, 2017, at Reception Numbers 2815539 and 2815540.

All easements as shown on the plat of VILLAGE AT COUNTRY CREEK, FILING 6, Mesa County, Colorado, according to the plat thereof recorded in the Office of the Mesa County Clerk and Recorded on August 29, 2019, at Reception Numbers 2892987 and 2892989.

Forty Third Amendment to Declaration for Country Creek Patio Homes

This Forty Third Amendment to Declaration for Country Creek Patio Homes ("Forty Third Amendment") is executed on April 27th, 2022, by Sunshine of the Redlands, Inc., a Colorado corporation, as Declarant under the Declaration for Country Creek Patio Homes recorded in the office of the Mesa County Clerk and Recorder on August 11, 1998, in Book 2475, at page 505, under Reception No. 1859538 (as amended and supplemented to date, the "Declaration"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration.

WHEREAS, Declarant is the owner of real property within the Project Area, described as; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Village at Country Creek North; and

WHEREAS, Declarant will cause certain Dwelling Units to be constructed upon such Village at Country Creek North; and

WHEREAS, Declarant has recorded a Final Plat of Village at Country Creek North in the office of the Mesa County Clerk and Recorder on April 27th, 2022 under Reception No. 3029016 in order to permit the separate sale of Lots, designating such Lots as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 respectively (the "Subdivision Plat"); and

WHEREAS, pursuant to section 15.2 of the Declaration, Declarant desires to amend the Declaration to reflect the exercise of its Development Rights;

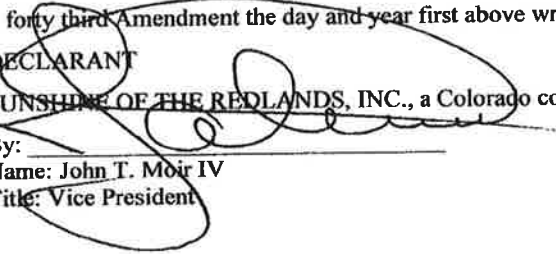
NOW, THEREFORE, pursuant to Section 15.2 and 16.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms hereof and the Subdivision Plat, Village at Country Creek North is hereby subdivided as shown on the Subdivision Plat. Each of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 as shown on said plat shall hereafter constitute "Lots" within the meaning of the Declaration.
2. Exhibit D to the Declaration and the allocation of Common Expenses among the Lots are hereby adjusted in accordance with Section 5.10 of the Declaration.
3. The Common Areas shown upon the Subdivision Plat are hereby dedicated, granted and conveyed to Country Creek Patio Home Association, Inc., and shall hereafter constitute Common Areas of the Project within the meaning of the Declaration.
4. Except as amended herein, all of the terms of the Declaration shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, Declarant has executed this forty third Amendment the day and year first above written.

DECLARANT

SUNSHINE OF THE REDLANDS, INC., a Colorado corporation

By: 

Name: John T. Moir IV

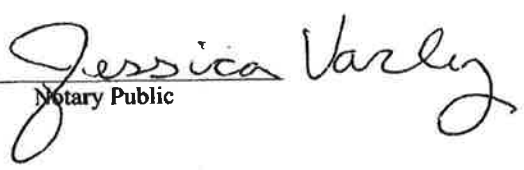
Title: Vice President

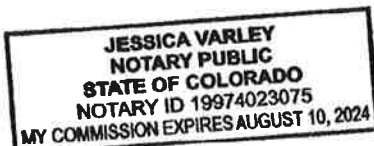
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

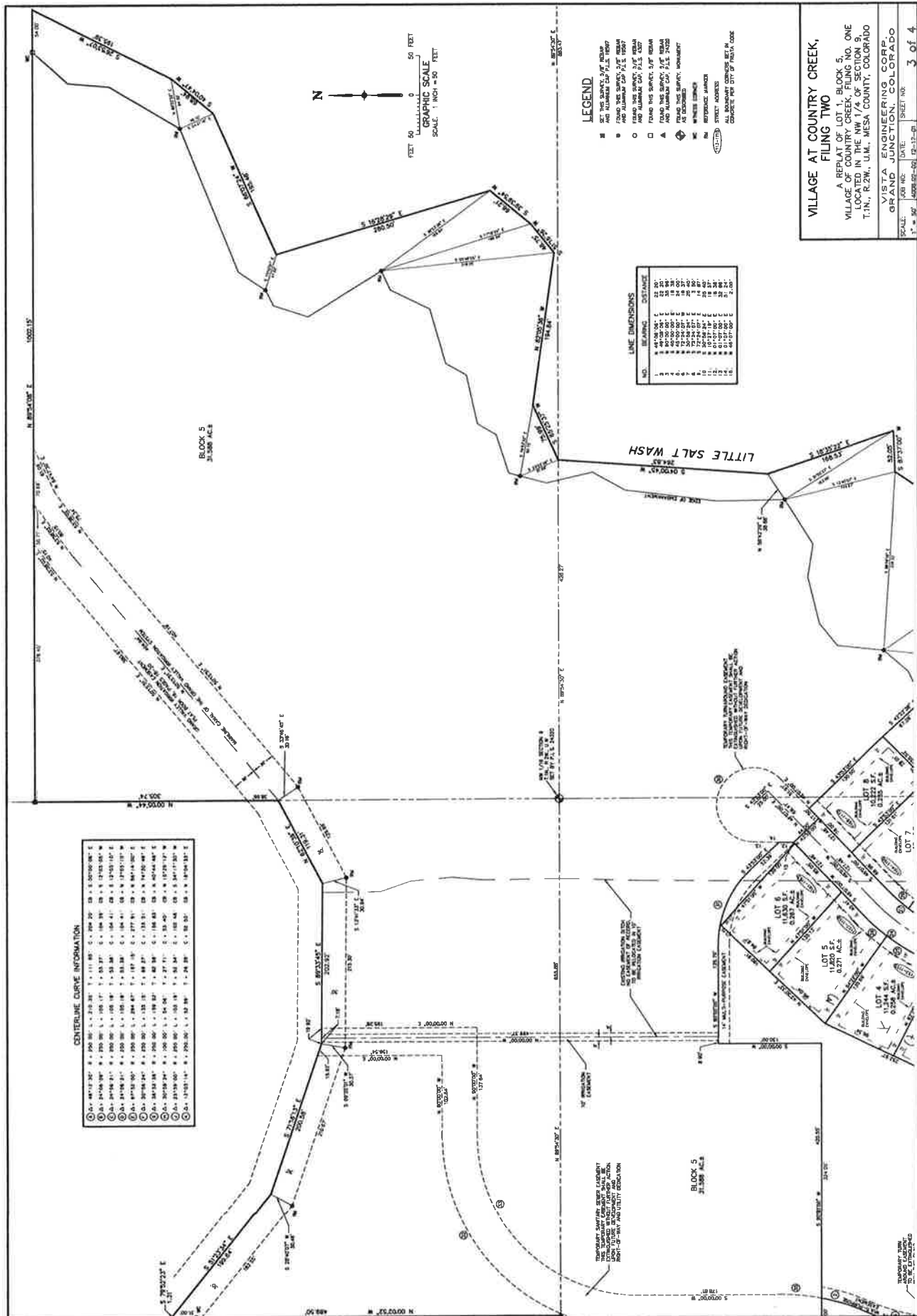
The foregoing instrument was acknowledged before me this 27th day of April, 2022,
by John T. Moir IV as Vice-President of SUNSHINE OF THE REDLANDS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: August 10 2024


Notary Public





2039317 02/05/02 0352PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$10.00

AGREEMENT

This agreement made this 16th day of April, 2001 by and between Ray Robidoux, developer of CASA VISTA and Sunshine of the Redlands, Inc. (SOR), owner and developer of Village at Country Creek Fruita, Colorado.

Ray Robidoux, developer of CASA VISTA, and Sunshine of the Redlands, Inc. (SOR), developer of Village at Country Creek hereby agree to the following:

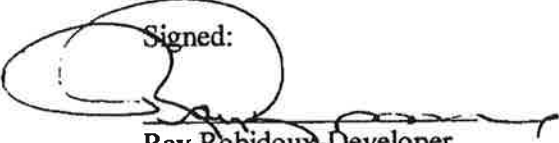
1. Sunshine of the Redlands, Inc. (SOR) and Village at Country Creek agree to the extension of the sewer system located within Village at Country Creek, Fruita, Colorado. This agreement allows the extension of the existing sewer system Northward to the proposed CASA VISTA subdivision located at 1825 L. Road Fruita, Colorado.
2. It is agreed that CASA VISTA will assume responsibility regarding cost to extend an eight inch (8") sewer line Northward from manhole 4558.29 to the CASA VISTA subdivision, a distance of roughly 180 lineal feet. CASA VISTA will also be responsible for the cost to bore under the Grand Valley Irrigation canal.
3. It is agreed that CASA VISTA and the Village at Country Creek subdivisions will share the cost equally from manhole 4558.29 to Perrywinkle for the installation of the sewer line. This distance is roughly five hundred and fifty five feet (555') lineal feet and contains five (5) manholes. Village of Country Creek is responsible for cutting in the road.
4. CASA VISTA subdivision will be responsible for the installation of approximately three hundred (300') lineal feet of sewer system between the streets of Sunrise and Buttercup.

In conversation between Ray Robidoux and John Moir IV, vice-president of Sunshine of the Redlands (SOR). It was mutually agreed that an estimated cost of \$16.00 per foot was used in the calculation of cost associated with this agreement. However, it was also discussed and agreed upon between both parties that Ray Robidoux as the developer of CASA VISTA would be able to use his own personnel for the installation of these lines, provided he could install these lines at a lessor cost, and that the personnel used were qualified to install the lines per the engineered specifications approved by the City of Fruita.

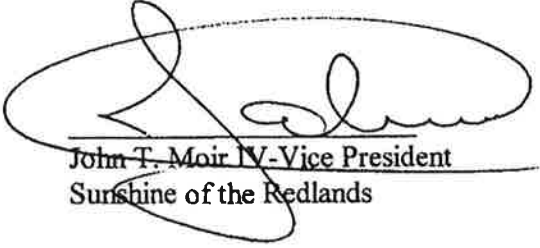
Attached Exhibits:

1. Profile of Village at Country Creek Filing II sewer detail, pages 15 & 16 dated March 16, 2001 by Criterion Engineering.
2. Legal description of easement through Village at Country Creek.
3. Legal description of easement for crossing underneath the Grand Valley Irrigation Canal.

Signed:



Ray Robidoux-Developer
CASA VISTA Subdivision



John T. Moir IV-Vice President
Sunshine of the Redlands

2252353 BK 3892 PG 185-190
05/06/2005 11:47 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$30.00 SurChg \$1.00

MEMORANDUM OF UNDERSTANDING

BETWEEN the City of Fruita, John Moir, and Sunshine of the Redlands, Inc.

Location: East side of 18 Road at K.6 Road (Attachment A).

WHEREAS, Sunshine of the Redlands, Inc. are the developers of the Village at Country Creek Subdivision and the Village at Country Creek South Subdivision in Fruita.

WHEREAS, the Village at Country Creek Subdivision and the Village at Country Creek Subdivision South contain a portion of the Little Salt Wash Greenway as designated in the Fruita Community Plan 2020, Maps 8 and 9 ; and in the text pages 80-87.

WHEREAS, The Fruita Community Plan 2020 (adopted 2001) has as a policy for the protection of Washes and Creeks and to require their dedication as open space (Fruita Community Plan 2020, Policy # 1 "Open Space Desired Future Condition, Policies and Action" page 82).

WHEREAS, The Fruita Community Plan 2020 (adopted 2001) has as a policy for the linkage of trails
(Fruita Community Plan 2020, Trail Policy #2) through dedication, donation, discounted sale and purchase (Fruita Community Plan 2020, page 86).

WHEREAS, the plat for the Village at Country Creek Subdivision South has dedicated Tract D to the City of Fruita for open space and trail purposes in keeping with the goals and policies of the Fruita Community Plan 2020 on the Village at Country Creek South Plat and has dedicated Tract C to the Country Creek Patio Homeowners Association for "common open space purposes...and ingress and egress by the general public [for] pedestrian and aesthetic purposes as determined appropriate by the City (Village at Country Creek Subdivision South, Final Plat, book 3561, pages 441-442)."

WHEREAS, the plat for Village at Country Creek Subdivision Filing Two has dedicated Tract G to the City of Fruita for open space and trail purposes in keeping with the goals and policies of the Fruita Community Plan 2020 on the Village at Country Creek Plat and has dedicated Tract E to the Village at Country Creek Patio Homeowners Association for "common open space purposes...and ingress and egress by the general public [for] pedestrian and aesthetic purposes as determined appropriate by the City (Village at Country Creek Subdivision, Final Plat, book 18, pages 311-314)."

WHEREAS, Sunshine of the Redlands, Inc., and the City of Fruita wish to have a pedestrian/bicycle trail constructed from Marigold Avenue in the Village at Country Creek South Subdivision across Open Space Tract C to Open Space Tract D in the Village at Country Creek South Subdivision, and thence northerly along Little Salt Wash to Open Space Tract G in the Village at Country Creek Subdivision filing #2, and connecting through Tract F in the Village at Country Creek Subdivision

filing #3 to the eastern end of Primrose Lane hereinafter known as "Trail."

NOW THEREFORE for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That Sunshine of the Redlands, Inc. has constructed at their sole cost, free and clear of any encumbrances an eight (8) foot wide, decomposed granite/Class #6 Road Base pedestrian/bicycle Trail in a location approved by the City across Open Space Tract C to Open Space Tract D, and thence northerly along Little Salt Wash to Open Space Tract G, and connecting to the eastern end of Primrose Lane in Village at Country Creek Filing Two and that said improvement is included in the Subdivision Improvements Agreement for the Village at Country Creek Filing Three.
2. That said Trail will be maintained in a safe and adequate level of service by the Sunshine of the Redlands, Inc. Such determination shall be made by the City of Fruita after periodic inspections. Said Trail shall be the property of the City of Fruita and as such shall be subject to the regulations of City of Fruita. The Sunshine of the Redlands, Inc. shall not have regulatory control of the Trail. Sunshine of the Redlands, Inc will be responsible for all maintenance on said Trail until one (1) year from the date of the City of Fruita's acceptance of the Trail at which time the City will be responsible for its maintenance.
3. The developer agrees to complete the Trail in accordance with the Subdivision Improvements Agreement for the Village at Country Creek, Filing Three.
4. As the Trail continues north from Primrose Lane, the Trail will be constructed with an eight foot (8') hard surface such as asphalt or concrete.
5. The City of Fruita, hereafter known as Grantee, hereby indemnifies and holds harmless the Sunshine of the Redlands, Inc and Country Creek Patio Homeowners Association, hereafter known as Grantor, its heirs, successors and assigns, from and against all liability, claims and demands, including reasonable attorney's fees and costs, of every kind and nature for injury, loss or damages, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, which arise out of or are in any manner connected with the Grantee's construction, installation, repair, and maintenance of improvements within the Trail herein conveyed, Grantee's use of said Trail, or the use of said Trail by members of the general public. Grantee further agrees to aid and defend Grantor, its heirs, successors and assigns, at the Grantee's expense in the event Grantor is named as a defendant in any action concerning the construction, installation, repair and maintenance of Trail or the use of such Trail by Grantee or members of the general public. The parties acknowledge that the Grantee is relying upon, and as to third parties, does not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et. seq.*, C.R.S., as from time to time amended, or otherwise available to the Grantee, its officers or employees. The parties further acknowledge that, as to the Grantor, such Act

does not apply to a contractual obligation such as this indemnity, and there is no intent to incorporate limitations of the Act into the contractual relationship between the parties to this Agreement.

5. That this agreement shall be binding on all parties, recorded on the Mesa County Clerk and Recorder's Land Records, and run with the land (Legal Description: Attachment B).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CITY OF FRUITA, COLORADO,
a home rule municipality, acting
by and through its City Council.

By: _____

[Signature]
Mayor

ATTEST: _____

City Clerk

Sunshine of the Redlands, Inc.,

a Colorado Corporation

By: _____

[Signature]
John Moir, Vice President

ATTEST: _____

Secretary

On this 3rd day of May 2005.

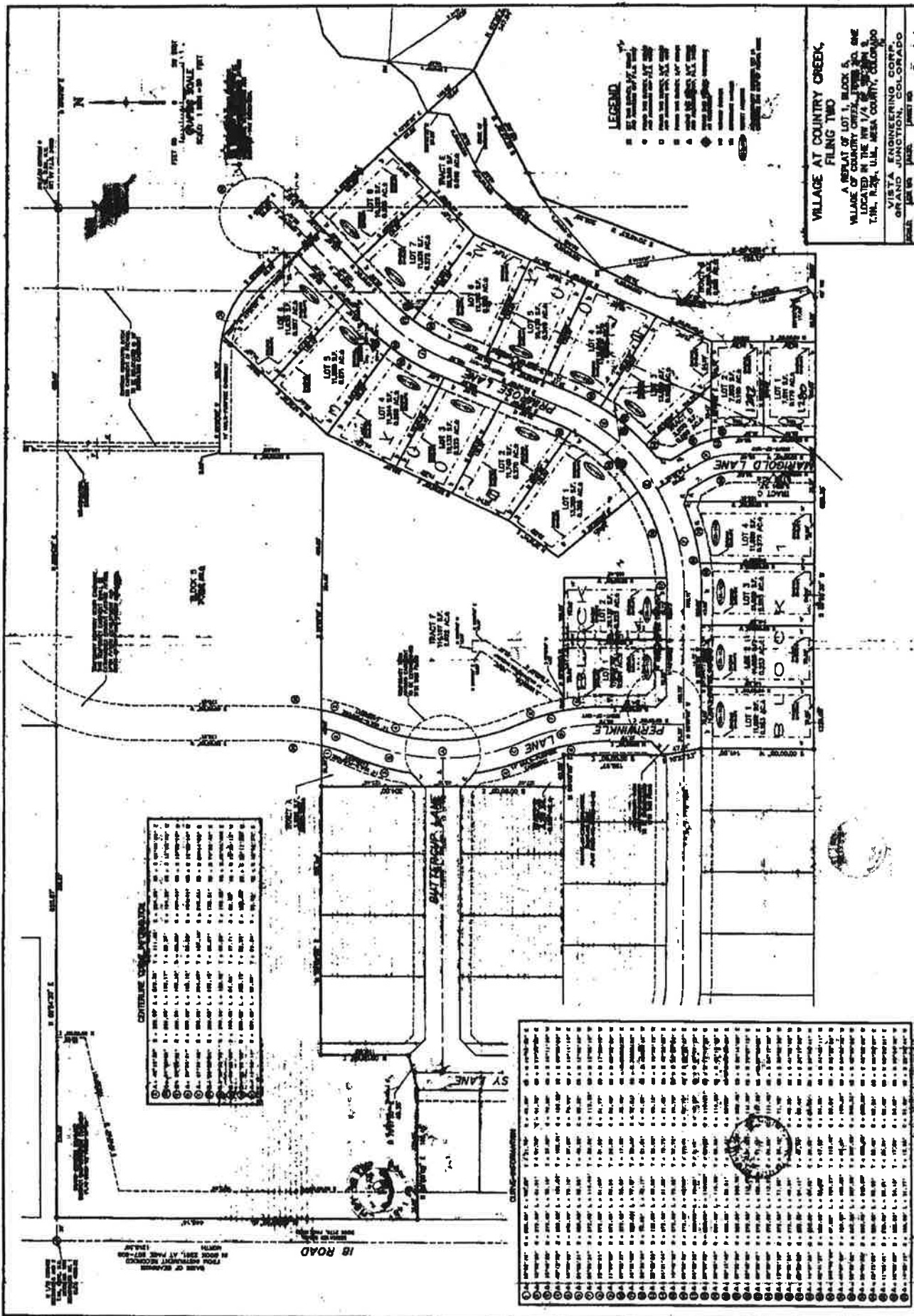
[Signature]
My Commission Expires 9/14/08



My Commission Expires 09/14/2008

ATTACHMENT A

1. **Tract C**, Final Plat, Village at Country Creek South, A Replat of Lot 3, Peterson Minor Subdivisions, SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, T.1N., R.2W., U.M., Mesa County Colorado.
2. **Tract A**, Final Plat, Village at Country Creek South, Filing Two, A Replat of Lot 1, Block 5, Peterson Minor Subdivision, SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, T.1N., R.2W., U.M., Mesa County Colorado.
3. **Tract B**, Final Plat, Village at Country Creek South, Filing Two, A Replat of Lot 1, Block 5, Peterson Minor Subdivision, SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, T.1N., R.2W., U.M., Mesa County Colorado.
4. **Tract E**, Village at Country Creek, filing Two, A Replat of Lot 1, Block 5, Village at Country Creek, Filing No. One, Located in the NW $\frac{1}{4}$ of Section 9, T1N, R.2W.U.M., Mesa County, Colorado, Book 18 Pages 311-14 Drawer 1178.



CURVE INFORMATION		
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CULTIVE IDENTIFICATION

$$\begin{aligned} (2) \quad A &= 100^\circ 10' 00'' & B &= 30^\circ 10' 00'' & C &= 49^\circ 40' 00'' \\ (3) \quad A &= 100^\circ 00' 00'' & B &= 100^\circ 00' 00'' & C &= 80^\circ 00' 00'' \\ (4) \quad A &= 87^\circ 04' 10'' & B &= 144^\circ 40' 00'' & C &= 168^\circ 55' 10'' \\ (5) \quad A &= 87^\circ 14' 10'' & B &= 140^\circ 00' 00'' & C &= 172^\circ 45' 10'' \end{aligned}$$

CENTRALLINE CURVE INFORMATION

LINE DIMENSIONS		
NO.	BEARING	DISTANCE
1.	0 48° 46' 40" W	19.301
2.	0 49° 29' 00" E	12.348

LINE DIMENSIONS



GRAPHIC SCALE
SCALE: 1 INCH = 50 FEET

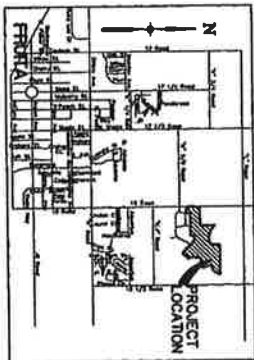
LEGENDE

- [illegible]

FINAL PLAT

VILLAGE AT COUNTRY
CREEK SOUTH
A REPLAT OF LOT 3,
PETERSON MINOR SUBDIVISION
SW 1/4 OF THE NW 1/4 OF SEC
10 T2W 11N R23E PM 11S



[illegible]

MCINITY MAP

N

GRAPHIC SCALE
SCALE: 1 INCH = 60 FEET

LEGEND

- FOLLOWS THIS SUBJECT, BUT DOES NOT ATTEND THE COURSE FULL-TIME
- ◆ FROM THE SUBJECT, INFORMATION IS REQUIRED

LET. (ARTS) COURSE CREDIT

STATEMENT OF THE SECRETARY OF THE ARMY

[illegible][illegible][illegible]

Said senior faculty colleagues that all her students are neurotic/anxious. If you associated with the thousands of U.S. and have been neurotic/anxious.

Signature of the Respondent, Inc.: A Canadian Corporation
By John F. Blair, Secretary/Tax President
IN WITNESS WHEREOF, I have hereunto set my hand and
Sealed my hand and seal this 31st day of
February, 2006.

John T. Sweeney, Vice President

ADDRESS, PRESENT, OR FORMER
State of Colorado }
County of Mead } =
I, John A. B. B. B. AD. 2006, hereby give this

RE: WINDS REPORT, 1. Invariable effs. my hand and wristed work.

Notary Public Chet S. Studd

[illegible][illegible]

IN PROSPERITY
LAWRENCE J. VENTREMEAN AND TIME, LLC. does hereby
certify that I have assigned the title to all books shown on this card and that this
is now being sent by members of the Publishers, Inc. Five and other at all times,
from, and everywhere, except in New York.

Corrected by $\frac{1}{2}$ sec. at JANUARY AD. 2008.

CITY COUNCIL CERTIFICATE

This joint approved by the City Council of the City of Falls, Colorado, this _____ day of _____, 2006, by filing with the Clerk and Recorder of Union County Colorado, and for convenience of publication to the City of the public declaration herein, subject to the provisions that appeared in its very beginning the City of Falls for financing or manufacturing of improvements on said land, therein, or accessories specified in the public, second as specifically agreed to by the City

Council of the City of Fitch, further, and approved by no way oblige the City of Fitch the substance of public improvements will construction of said improvements has been completed in accordance with the City of Fitch's specifications and the City of Fitch has agreed to accept said improvements. This agreement does not guarantee that the size, cost, conditions, substantial quality, ground water conditions, or flooding conditions of any lot shown herein are such that a building permit, development permit, or any other required permit will be

based. This agreement is with the understanding that all expenses involving required improvements for all utility work, water, sewer, grading, landscaping, curbs, gutters, sidewalks, road lighting, street signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the owners designated herein and not the City of Philadelphia, whereas the same specifically agreed to in writing by the City Council.

City of Philadelphia
City of Philadelphia
By: *[Signature]*
SEAL

Witness my hand and seal of the City of New York, this 11th day of June, 1908.

Attest: Myself, John A. B. B.

DATE OF FINAL PLANNING COMMISSION DECISION: _____

This plan approved by the City of Folsom Planning Commission on the 15th day of March, A.D., 2008

William H Carter
Chairman

ALIX AND FREEMAN, CRITICALLY
Wicks of Coderms }
Cauchy of Wans } =

I hereby certify that this instrument was filed in my office on 2008
on the 9th day of February, A.D. 2008, in Book No. 4691
Page(s) No. 952 Registration Number 2300892
County 88-108 Fee 16.00 per

price blend
Soda County Own and Exporter

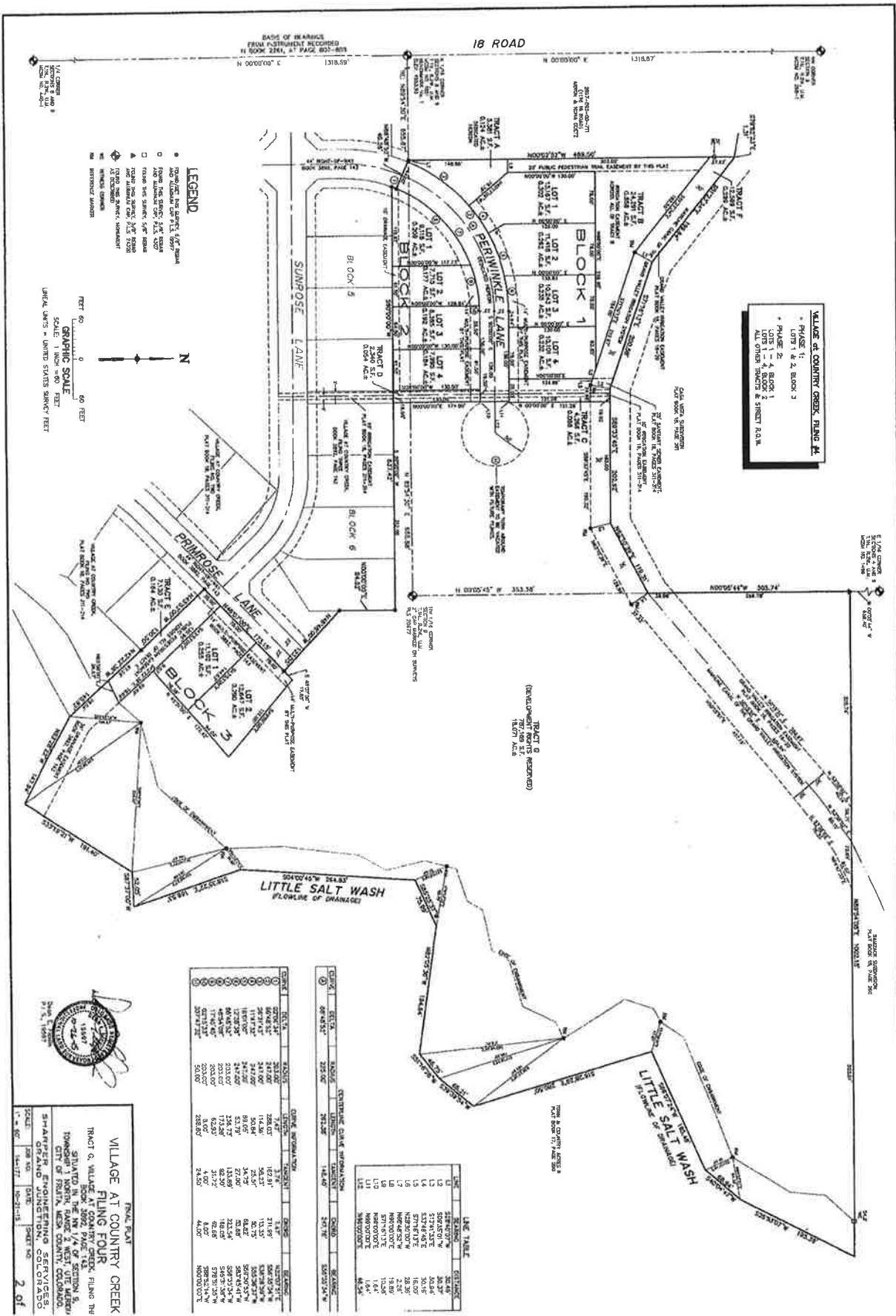
Chris Baughman
Director

The Declaration for County Clerk Petio Humes is recorded in Book 2475 at Page 203 and the Second Acknowledgment to the Declaration for County Clerk Petio Humes is recorded in Book 2144 at Page 226 in the records of the Miami County Clerk and Recorder.

COMMON INTEREST COMMUNITY MAP OF
AMENDED VILLAGE AT COUNTRY
CLUB

CREEK, FILING THREE.
LOTS 1 THROUGH 3 IN BLOCK 1, LOTS 1 THROUGH
BLOCK 2, LOTS 1 THROUGH 4 IN BLOCK 3, LOTS
THROUGH 4 IN BLOCK 4, LOTS 1 THROUGH 4 IN BLOCK
AND LOTS 1 THROUGH 4 IN BLOCK 6 OF WILLIAM
COUNTRY CREEK, FILING THREE.

VISTA ENGINEERING CORP GRAND JUNCTION, COLORADO		
ROLL:	LOG NO.	SHEET NO.
1" = 80'	4000-01-01	1 0



CENTRALINE CLINE INFORMATION						
CLINE	CLIN	RAJOS	LIBRTH	LIBRST	CLINO	CLINOC
00-45.5°	225.00°	70.25°	148.40°	247.70°	555.30	54.8°

Case	Size	Time	Cost	Time	Cost
1	256 x 16	203.20	1.67	1.76	4620.71
2	512 x 16	241.00	1.86	36.32	556.15
3	768 x 16	247.00	1.86	36.32	556.15
4	1024 x 16	247.00	1.86	36.32	556.15
5	1280 x 16	247.00	1.86	36.32	556.15
6	1536 x 16	247.00	1.86	36.32	556.15
7	1792 x 16	247.00	1.86	36.32	556.15
8	2048 x 16	247.00	1.86	36.32	556.15
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16	4096 x 16	247.00	1.86	36.32	556.15
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56	14336 x 16	247.00	1.86	36.32	556.15
57	14592 x 16	247.00	1.86	36.32	556.15
58	14848 x 16	247.00	1.86	36.32	556.15
59	15104 x 16	247.00	1.86	36.32	556.15
60	15360 x 16	247.00	1.86	36.32	556.15
61	15616 x 16	247.00	1.86	36.32	556.15
62	15872 x 16	247.00	1.86	36.32	556.15
63	16128 x 16	247.00	1.86	36.32	556.15
64	16384 x 16	247.00	1.86	36.32	556.15
65	16640 x 16	247.00	1.86	36.32	556.15
66	16896 x 16	247.00	1.86	36.32	556.15
67	17152 x 16	247.00	1.86	36.32	556.15
68	17408 x 16	247.00	1.86	36.32	556.15
69	17664 x 16	247.00	1.86	36.32	556.15
70	17920 x 16	247.00	1.86	36.32	556.15
71	18176 x 16	247.00	1.86	36.32	556.15
72	18432 x 16	247.00	1.86	36.32	556.15
73	18688 x 16	247.00	1.86	36.32	556.15
74	18944 x 16	247.00	1.86	36.32	556.15
75	19200 x 16	247.00	1.86	36.32	556.15
76	19456 x 16	247.00	1.86	36.32	556.15
77	19712 x 16	247.00	1.86	36.32	556.15
78	19968 x 16	247.00	1.86	36.32	556.15
79	20224 x 16	247.00	1.86	36.32	556.15
80	20480 x 16	247.00	1.86	36.32	556.15
81	20736 x 16	247.00	1.86	36.32	556.15
82	20992 x 16	247.00	1.86	36.32	556.15
83	21248 x 16	247.00	1.86	36.32	556.15
84	21504 x 16	247.00	1.86	36.32	556.15
85	21760 x 16	247.00	1.86	36.32	556.15
86	22016 x 16	247.00	1.86	36.32	556.15
87	22272 x 16	247.00	1.86	36.32	556.15
88	22528 x 16	247.00	1.86	36.32	556.15
89	22784 x 16	247.00	1.86	36.32	556.15
90	23040 x 16	247.00	1.86	36.32	556.15
91	23296 x 16	247.00	1.86	36.32	556.15
92	23552 x 16	247.00	1.86	36.32	556.15
93	23808 x 16	247.00	1.86	36.32	556.15
94	24064 x 16	247.00	1.86	36.32	556.15
95	24320 x 16	247.00	1.86	36.32	556.15
96	24576 x 16	247.00	1.86	36.32	556.15
97	24832 x 16	247.00	1.86	36.32	556.15
98	25088 x 16	247.00	1.86	36.32	556.15
99	25344 x 16	247.00	1.86	36.32	556.15
100	25600 x 16	247.00	1.86	36.32	556.15

LINE	REASON	CRIMINAL
12	505,501.01 W	20.45
13	513,113.35 E	30.04
14	537,484.6 E	30.16
15	577,673.7 E	16.07
16	523,303.0 W	28.35
17	568,485.2 W	2.25
18	560,000.0 E	19.80
19	571,613.3 E	10.25
20	584,000.0 E	1.84
21	560,000.0 E	1.84
22	560,000.0 E	46.54


 FRANK BLATT
 VILLAGE AT COUNTRY CREEK
 PLING FOUR
 TRACT & VILLAGE AT COUNTRY CREEK, PLING THE
 ROAD, BOX 2692, PAGE 12
 SHAWNEE, KANSAS 66204
 TOWNSHIP 1 NORTH, RANGE 2 WEST, T14N R2W
 CITY OF REALITY, MESSA COUNTY, COLORADO.
 SHAWNEE, KANSAS FOREST SERVICE
 10-21-87
 SCALE: 1" = 40' DATE: SHEET NO. 2 of

DATE	CL. V.A.	RECEIVED	LONG	FAVOR	CHARGE	REMARKS
6/23/36	24.00	8.82	50.53	1.46	11.55	10.27/36
6/23/36	24.00	50.81	20.87	30.75	30.75	10.27/36
6/23/36	24.00	50.81	34.79	62.82	8.49/22/36	10.27/36
6/23/36	24.00	62.79	31.06	52.68	8.49/22/36	10.27/36
6/23/36	24.00	52.58	52.58	12.55	8.49/22/36	10.27/36
6/23/36	24.00	62.63	31.72	62.68	8.49/22/36	10.27/36
6/23/36	24.00	8.07	4.00	8.07	8.07/36	10.27/36

ABBREVIATIONS

- VILLAGE at COUNTRY CREEK, FLUNG
- PHASE 1:
LOTS 1 & 2, BLOCK 3
 - PHASE 2:
LOTS 1 ~ 4, BLOCK 1
LOTS 1 ~ 4, BLOCK 2
ALL OTHER TRACTS & STREET R.O.W.

1. COORDINATE VALUE AT COUNTRY CLERK, FLAG FOR WHEN VALUE RECORDED IN THE OFFICE OF THE AREA COUNTRY CLERK AND RECOVER AT BOOK 2175, PAGE 365-370.
2. FLAG, PART OF VALUE AT COUNTRY CLERK, FLAG FOR WHEN VALUE RECORDED IN THE OFFICE OF THE AREA COUNTRY CLERK AND RECOVER AT BOOK 2175, PAGE 365-370.
3. VALUE, PART OF VALUE RECORDED AND RECOVERED IN THE OFFICE OF THE AREA COUNTRY CLERK, FLAGGING THE VALUE.
4. VALUE, PART OF VALUE RECORDED AND RECOVERED IN THE OFFICE OF THE AREA COUNTRY CLERK, FLAGGING THE VALUE.
5. PREVIOUS STRUCTURES, INCLUDING SIGNS, CHIMNEY, AND BASED LANDSCAPING WHICH AFFECT THE LOOK OF STORM WATER NOT ALLOWED IN DETERMINED DRAINAGE SYSTEMS.
6. EXEMPTED FOUNDATIONS SHALL BE RECORDED. THE DETERMINED REPORT PREPARED BY QUALIFIED PROFESSIONAL ENGINEER, THE PROJECT NO. SHOWN ON THE PLANS, 5, 1988.
7. LAND, PART OF VALUE RECORDED AND RECOVERED IN THE OFFICE OF THE AREA COUNTRY CLERK, FLAGGING THE VALUE.
8. LAND, PART OF VALUE RECORDED AND RECOVERED IN THE OFFICE OF THE AREA COUNTRY CLERK, FLAGGING THE VALUE.
9. DRAINAGE, PART OF VALUE AT COUNTRY CLERK, FLAG FOR WHEN VALUE RECORDED IN THE OFFICE OF THE AREA COUNTRY CLERK AND RECOVER AT BOOK 2175, PAGE 365-370.

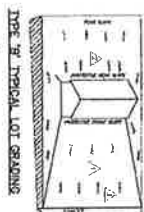
STATE OF COLORADO }
COUNTY OF MECA } 27
This Court was that the record in the office of the above Clerk
and Recorder at _____ Mile P. M. on this _____
of _____ A.D. 2011 is Book No. 536
Page(s) No. 703 Recession No. 21448256
Drove A3-135 Fee \$104
by Shirley S. Sargent
Deputy Clerk and Recorder

Heavy

VILLAGE AT COUNTRY CREEK, FILING 4
TOP OF FOUNDATION ELEVATION TABULATION
10-01-15
* ELEVATIONS ARE BASED ON SIMS DATABASE

LOT	BLOCK	T.C. ELEV.	DRAGAGE DES	LOT
4563.0	1	4563.0	4	4563.0
4564.0	1	4564.0	4	4564.0
4565.0	1	4565.0	4	4565.0
4566.0	1	4566.0	4	4566.0
4567.0	1	4567.0	4	4567.0

TYPE 'A' TYPICAL LOT GRADING




 WARNING TOP OF CONCRETE RETENTION WALL, OF 10 FT. x 22 IN. SECTION, (25") MEASURED FROM FLOWLINE OF CUTTER


 WARNING DIRT AND ROCK SLOPES SHALL BE 6" DROP FROM TOPOGRAPHY IN FIRST 10'.


 VARIABLE TOP OF RETENTION ELEVATIONS SHALL NOT EXCEED 1 INCH OFFERING UNUSUALLY SLOPES GREATER THAN MAXIMUM ALLOWED BY CODE.

APPROVED FOR RECORDING

City Engineer, City of Fresno



SHARPER
Engineering Services, Inc.

SUNSHINE OF THE REDLANDS
P.O. BOX 516
FRUITA, COLORADO 81521

COMPOSITE SITE PLAN
VILLAGE AT COUNTRY CR.
FILING #4

DATE	NO.	REASON	BY
12-2-15	1	WENT PER CH HGVY COVIDS	B.E.

32

PAGE DOCUMENT

RESOLUTION 2015-26

**A RESOLUTION OF THE FRUITA CITY COUNCIL APPROVING THE
SUBDIVISION IMPROVEMENTS AGREEMENT FOR THE VILLAGE AT
COUNTRY CREEK SUBDIVISION FILING 4, PHASE 2
(Application #2015-09)**

WHEREAS, the applicant applied for a Major Subdivision in accordance with Chapter 17.15 of the Fruita Land Use Code, for property located East of Pine Street and West of Little Salt Wash in the Village at Country Creek Subdivision, and more particularly described in the legal description provided with the subdivision improvements agreement which is attached hereto as Exhibit A, and

WHEREAS, pursuant to Chapter 17.15 of the Land Use Code, the development was reviewed by the Community Development Department staff and other reviewers and a report of these reviews was provided to the Planning Commission and City Council, and

WHEREAS, the Planning Commission, at a public hearing held on April 14, 2015, voted to recommend approval with conditions of the Preliminary Plan for the Village at Country Creek Filing #4 Subdivision to the City Council, and the City Council, at a public hearing held on May 5, 2015, voted to approve the Preliminary Plan with conditions, and

WHEREAS, staff has administratively reviewed the Final Plat application including the subdivision improvements agreement and has found it to be in compliance with all requirements.

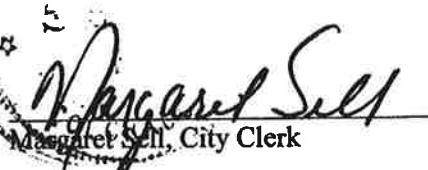
NOW, THEREFORE, BE IT RESOLVED BY THE FRUITA CITY COUNCIL

THAT the subdivision improvements agreement for Village at Country Creek Filing 4, Phase 2, attached hereto as Exhibit A is hereby approved.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRUITA,
COLORADO THIS 6th DAY OF October, 2015.**

ATTEST:

City of Fruita


Margaret Sell, City Clerk

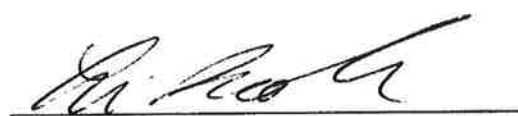

Lori Buck, Mayor

EXHIBIT A
RESOLUTION 2015-25

CITY OF FRUITA SUBDIVISION IMPROVEMENTS AGREEMENT

Village at County Creek Filing Four Phase 2
(Name of Subdivision)

THIS AGREEMENT is made and entered into this 21st day of October, 2015, by and between the CITY OF FRUITA, COLORADO, a municipal corporation, whose address is 325 E. Aspen Ave., Fruita, Colorado (hereinafter referred to as the "City"), and Sunshine of the Redlands, Inc. whose address is PO Box 516, Fruita, CO 81521 (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, Developer is the fee simple owner of real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") and

WHEREAS, Developer has filed an application with the City for the subdivision of certain property to be known as Village at County Creek Filing Four Phase 2, a tract of land located in the City of Fruita, County of Mesa, State of Colorado, containing approximately 22.098 acres, as more fully described in Exhibit A, attached hereto, herein referred to as the "Subdivision" or the "Property", which Developer intends to improve as a Single-Family Community Residential development; and

WHEREAS, the Developer, as a condition of approval of the Final Plat of Village at County Creek Filing Four Phase 2 desires to enter into a Subdivision Improvements Agreement, as provided for by Chapter 17.21, of the Fruita Municipal Code; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Subdivision and limit the harmful effects of substandard subdivisions, including premature subdivision, which leaves property undeveloped and unproductive; and

WHEREAS, pursuant to Section 17.21.010, of the Fruita Municipal Code, the Developer is required to provide security or collateral sufficient to insure completion of the public improvements and other necessary subdivision improvements described in the Final Plat for the Property, and all accompanying documents, drawings, and plans; and

WHEREAS, the purpose of this Agreement is to protect the City from the cost of completing subdivision improvements itself and is not executed for the benefit of material supplies, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot owners or occupants in the Subdivision; and

WHEREAS, the mutual promises, covenants and obligations contained in this Agreement are authorized by State law and Title 17 of the Fruita Municipal Code.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

SECTION 1 **DEFINITIONS**

- 1.1 **Agreement.** This Subdivision Improvements Agreement for the Village at County Creek, Filing Four Phase 2 Subdivision, between the Developer and the City.
- 1.2 **City.** The City of Fruita, Colorado, a municipal corporation.
- 1.3 **City Council.** The governing body of the City of Fruita, Colorado.
- 1.4 **Developer.** Sunshine of the Redlands, Inc., and its successors and assigns.
- 1.5 **Property or Subdivision.** The real property known as the Village at County Creek, Filing Four Phase 2 Subdivision, as more fully described in Exhibit "A", attached hereto and incorporated herein by this reference.
- 1.6 **Subdivision Final Plat.** The Final Plat for the Village at County Creek, Filing Four Phase 2, Subdivision, as approved by the City.

SECTION 2 **TERM**

The term of this Agreement shall commence on the effective date of the City ordinances or resolutions approving this Agreement and shall continue until the third (3rd) anniversary of the effective date, if Developer has not commenced the public and other required Subdivision improvements, and if said improvements have commenced, this Agreement shall continue until the completion of all improvements. After the expiration of the term, this Agreement may be terminated and will then be of no further force or effect except as to any maintenance requirements for the public and common areas contained herein, and the warranty of public and other Subdivision improvements; provided, however, that any such termination shall not affect (a) the annexation of the Property to the City; (b) any common law vested rights obtained prior to such termination; (c) the prior conveyance of any lots or parcels within the Subdivision; (d) any right arising from other City permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and the Subdivision Final Plat; or (e) the parties' rights pursuant to subsection 22.5 below.

SECTION 3 **SCOPE OF THIS AGREEMENT**

3.1 **Purpose.** This Agreement is intended to set forth the parties' understanding and agreement as to the subdivision of the Property pursuant to Article 23 of Title 31 of the Colorado Revised Statutes and Title 17 of the Fruita Municipal Code; as to the nature of the development proposed for Subdivision; as to the procedures,

limitations and standards applicable to the construction of public and private improvements to be installed to serve the Subdivision; as to the responsibilities of the parties for various costs, fees and charges; and as to such other matters the parties believe can be adequately addressed at this time. This Agreement is not intended to address those matters which are more appropriately considered at the time of actual development of lots contained within the Subdivision. The City reserves all rights to review, approve, or deny any future permit applications submitted in accordance with the ordinances and policies of the City then in effect.

3.2 City's Rights Reserved. It is not the intention of the parties in any way to diminish or limit the City's legislative, quasi-judicial, or other non-delegable discretionary powers or to impose on the City any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the City to approve or accept any future filings, applications, plans, drawings, security documents, improvements, and conveyances. It is furthermore the express intention of the parties that nothing in this Agreement shall be construed to void the rights and obligations of the parties as set forth herein, to the extent such rights and obligations are consistent with law. The parties expressly agree they will fully perform this Agreement to the extent it is consistent with the law.

3.3 Limited Applicability. This Agreement applies only to Village at County Creek, Filing Four Phase 2 as shown on the Final Plat and/or the Approved For Construction Drawings.

SECTION 4 **NATURE OF THE SUBDIVISION**

This Subdivision is zoned Community Residential and Phase 2 consists of 4 Single Family attached lots (2 units per lot) and 4 single family lots, and 7 other Tracts/Outlots on 22.098 acres, with 0.36 acres of dedicated open space, parks, trails and 0.0402 acres of dedicated public streets.

SECTION 5 **IMPROVEMENTS AND WARRANTY - GENERAL PROVISIONS**

5.1 Construction of Improvements. In accordance with Chapter 17.15 of the Fruita Municipal Code: all water services lines and laterals, water mains, fire hydrants and other water distribution facilities necessary to provide treated water service for this Subdivision; all irrigation lines and related appurtenances, laterals and mains necessary to provide non-potable irrigation service for this Subdivision; all wastewater collection lines and related improvements necessary to provide wastewater collection service for this Subdivision; other required utilities for this Subdivision, any drainage structures required for this Subdivision; street improvements within the Subdivision including pavement, curbs, gutters and sidewalks, survey monuments, and other on-site or off-site public or required Subdivision improvements, as shown in the accompanying plans applicable to this Subdivision including any field changes required by the City due to unknown site conditions; this Agreement, and; any other improvements required by Title 17 of the Fruita Municipal Code and the City's Design Criteria and Construction Specifications Manual shall be installed and completed at the expense of the Developer. The public and other necessary Subdivision improvements shall be designed and built in conformance with all City engineering design standards and all requirements contained in Title 17 of the Fruita Municipal Code. All such public or other required Subdivision improvements shall be designed and approved by a registered professional engineer retained by the Developer unless required otherwise by the Fruita Municipal Code. All drawings and plans for such improvements shall be stamped by the engineer unless required otherwise by the Fruita Municipal Code.

5.2 Compaction Standards. Trench compaction and road sub-grade and base course compaction

standards and criteria shall be reviewed and approved by the City prior to the commencement of construction.

5.3 Schedule of Improvements to be Constructed by Developer. The schedule of on-site and off-site improvements to be constructed by the Developer, showing in detail the public and other required Subdivision improvements, including shallow utilities, that the Developer is responsible for constructing, and the costs therefor, as required by Section 17.21.030 of the Fruita Municipal Code, is attached hereto as Exhibit "B" and incorporated herein by this reference.

Not Applicable unless INITIALED by City ()

5.3.1 Separate Exhibits, ("B-1", "B-2", etc., incorporated as a part of Exhibit "B"), are provided for the construction of improvements for which the Developer will receive a credit against impact fees otherwise payable, or for which a subsequent recapture agreement will be executed, as delineated in other Sections of this Agreement.

5.3.2 Unless otherwise authorized by the City, no work shall be commenced on such improvements by the Developer until such time as the performance guarantee pursuant to Section 9 of this Agreement and Section 17.21.100 of the Fruita Municipal Code has been furnished to the City.

5.4 Warranty by Developer. In accordance with Section 17.21.080 of the Fruita Municipal Code, the Developer shall warrant any and all required improvements constructed by Developer pursuant to this Agreement and the Subdivision Final Plat and all accompanying documents, drawings, and plans for a period of twenty-four (24) months from the date the City certifies that the same conform with the approved specifications. The warranty period begins on the day City Council approves the Partial Release of Security per subsection 9.5 below. In addition, but not by way of limitation, the Developer shall warrant the following:

5.4.1 The Developer shall warrant that the title conveyed shall be good and its transfer rightful; and

5.4.2 The Developer shall warrant any and all facilities conveyed shall be free from any security interest or other lien or encumbrance.

5.4.3 The Developer shall warrant that any and all facilities so conveyed shall be free of any and all defects in materials or workmanship.

5.5 City Inspections. In accordance with Section 17.21.050 of the Fruita Municipal Code, the City shall have the right to make inspections and require testing during construction of the public and other required Subdivision improvements in such reasonable intervals as the City may request in accordance with the City's street construction regulations and sewer construction regulations or as otherwise determined by the City. Inspection, acquiescence and approval of any inspector of the construction of physical facilities, at any particular time, shall not constitute the approval by the City of any phase of the construction of such public and other required improvements. Such approvals shall be made by the City only after completion of construction and the establishment of property pins for each lot or parcel, and in the manner hereinafter set forth.

5.6 Final Approval by City. In accordance with Section 17.21.060 of the Fruita Municipal Code, upon completion of construction of such public and other required Subdivision improvements, the City shall perform a final inspection of the improvements and certify with specificity its conformity or lack thereof to the approved specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with City standards and the utility, drainage and street improvement plans and others, as approved. The City shall be

under no obligation to release the performance guarantee, or provide any wastewater collection service, street maintenance, to issue planning clearances, or certificates of occupancy until all such facilities are brought into conformance with the specifications and finally approved by the City.

5.7 Provision of As-Built Drawings. In accordance with Section 17.15.180 of the Fruita Municipal Code, the Developer shall provide all necessary engineering designs, surveys, field surveys, and "as built" drawings for all public improvements and other utilities improvements approved by the City. All "as built" drawings shall be prepared in the manner required by the City. The Developer shall pay for any incidental services related to the construction of the public improvements and other required improvements, at its sole cost and expense.

5.8 Conveyance of Public Improvements. In accordance with Section 17.21.070 of the Fruita Municipal Code, all public improvements constructed in accordance with this Agreement, including but not limited to all wastewater collection mains, laterals and related improvements; public street improvements including required pavement, curbs, gutters and sidewalks shall be dedicated or conveyed to the City. Upon completion of construction in conformity with the plans, and any properly approved changes, the Developer shall convey to the City, by bill of sale, all physical facilities necessary for the extension, maintenance and repair of municipal utility services and other public facilities. Acceptance of said conveyance shall be made by the City by majority vote of the City Council. Following such dedication or conveyance, the City shall be solely responsible for the maintenance of such improvements, unless otherwise provided in this Agreement, except for any correction work required during the warranty period set forth in subsection 5.4 above.

5.9 Construction Schedule. Construction of such public and other required Subdivision improvements shall be completed by the Developer no later than the dates set forth in Exhibit "B". Where Developer is prevented from commencing or completing any of the public and other required Subdivision improvements within the time frame identified in Exhibit "B" due to an unforeseeable cause or delay beyond the control and without the fault or negligence of the Developer, the times for commencement and/or completion of such improvements shall be extended in an amount equal to the time lost due to such delay if a request is made in writing to the City by the Developer. Delays beyond the control of Developer shall include, but not be limited to, acts of neglect by the City, fires, floods, epidemics, abnormal weather conditions, strikes, freight embargos or acts of God. Time extensions, however, will not be granted for rain, snow, wind or other natural phenomena at normal intensity within Mesa County. Delays attributable to and within the control of the Developer's contractors, subcontractors or suppliers shall be deemed to be delays within the control of the Developer.

5.10 Improvements Required Prior to Issuance of Planning Clearances for Building Permits and Certificates of Occupancy. No planning clearance necessary to obtain a building permit for construction of any building within the Phase 2 of the Subdivision shall be issued for Phase 2 until all of the required improvements, as specified in Section 17.15.180 of the Fruita Municipal Code, and this Agreement, have been installed and approved by the City.

5.11 Dogs Prohibited During Construction. The Developer shall prohibit its contractors and subcontractors from bringing dogs onto the Property, even if such dogs are to be kept inside motor vehicles. Violation of this policy shall result in the immediate eviction of the dog and the dog's owner or harbinger by the Developer from the Property. In the event of a second violation by the same dog and/or the same dog's owner or harbinger, the dog and the dog's owner or harbinger shall be immediately evicted from the Property by the Developer and the offending person shall be prohibited from entering or working within the Property for the following seven (7) consecutive calendar days. In the event of a third violation, the offending person shall be prohibited by the Developer from entering or working within the Property for the following six (6) calendar months.

SECTION 6
OFF-SITE STREET IMPROVEMENTS

Pursuant to subsection 17.15.140(B) of the Fruita Municipal Code and conditions imposed by the City Council, the Developer shall: Not Applicable in accordance with the Approved For Construction Drawings signed by the City Engineer.

Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

SECTION 7
DRAINAGE IMPROVEMENTS

Pursuant to subsection 17.15.140(E) of the Fruita Municipal Code and conditions imposed by the City Council, the Developer shall: Not Applicable (Will be utilizing existing drainage improvements), in accordance with the Approved For Construction Drawings signed by the City Engineer.

Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

SECTION 8
WATER AND WASTEWATER SERVICES AND IMPROVEMENTS

8.1 Domestic Water Service. The City understands that the Ute Water Conservancy District intends to provide domestic water service to the Property consistent with an agreement between the Developer and the District. The terms and conditions of any such agreement are incorporated herein by this reference.

8.2 Construction of Treated Water Distribution System. Pursuant to subsection 17.15.140(F) of the Fruita Municipal Code, the Developer, at its sole expense, shall design, purchase, and install all elements of a municipal treated water distribution system to fully service the Subdivision including but not limited to water mains, fire hydrants, pipe lines, and service line laterals to lot lines as required by the Ute Water Conservancy District's regulations, off-site water main extensions, and all other appurtenant facilities necessary to provide treated municipal water service to the Subdivision. All required improvements and the construction and installation of such improvements shall be in accordance with the Approved for Construction Drawings, plans and specifications and as approved by the Ute Water Conservancy District. Upon completion of the municipal distribution system, said system shall be inspected and approved by the Ute Water Conservancy District.

8.3 Construction and Conveyance of Irrigation System. Pursuant to subsection 17.15.140(K) of the Fruita Municipal Code, the Developer, at its sole expense, shall design, purchase and install all elements of a non-potable irrigation system to fully service the Subdivision including all lines, valves, service lines to the lot lines and service risers as required by the City's regulations, and all off-site improvements as necessary to maintain the delivery system. All required improvements and the construction and installation of such improvements shall be in accordance with the Approved for Construction Drawings, plans and specifications approved by the City, and in accordance with applicable provisions of the City of Fruita's Design Criteria and Construction Specifications Manual and Title 17 of the Fruita Municipal Code.

Pursuant to subsection 17.15.140(K) of the Fruita Municipal Code, prior to the sale of any lot within the Subdivision, the Developer shall convey to the Homeowners Association by separate legal instrument(s) the irrigation system, all real property and associated easements necessary for operation and maintenance of the irrigation system, and shall also transfer to the Association sufficient irrigation water rights as approved by the City.

8.4 Construction of Wastewater Collection System.

8.4.1 On-Site Improvements. Pursuant to subsection 17.15.140(D) of the Fruita Municipal Code, the Developer, at its sole expense, shall design, purchase, and install all elements of the wastewater collection system to fully service the Subdivision, including service lines to the lot lines, pursuant to the provisions of this Agreement and applicable provisions of the City's engineering design standards. Such wastewater collection system shall be constructed in accordance with the Approved for Construction Drawings, plans and specifications, and City wastewater system regulations.

8.4.2 Off-Site Improvements. Developer shall install the following off-site wastewater collection system components in accordance with the Approved for Construction Drawings: Not Applicable.

Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

8.5 Provision of Wastewater Service by the City. Upon completion of the wastewater collection system and upon approval and acceptance by the City, the City agrees to provide wastewater treatment and collection service to the Subdivision upon Developer or other property owner making a written request for such service and the payment of any required plant investment (tap) fees and connection charges. Provision of wastewater service by the City within the Subdivision shall be made pursuant to agreement by the City and on a first come/first served basis with other wastewater service customers, subject to system capacity and any prior commitments, and at the then applicable rate. Except as may otherwise be provided in this Agreement, a lot owner shall not receive any preferences for or assurance of the availability of wastewater service from the City until the plant investment (tap) fee is paid.

8.6 Developer acknowledges that the development is subject to a sewer recapture amount of NA per unit, payable at time of planning clearance sewer service application.

SECTION 9
PERFORMANCE GUARANTEE

9.1 Security Required. In order to secure the construction and installation of the public and other required Subdivision improvements, whether on-site or off-site, above described and as shown in the Subdivision Final Plat for the Property and all accompanying documents, drawings and plans submitted for the Approved for Construction drawings, for which the Developer is responsible, and in accordance with Section 17.21.100 of the Fruita Municipal Code, the Developer shall furnish the City with: (a) cash to be deposited in an escrow account that is acceptable to the City pursuant to the Escrow and Disbursement Agreement attached hereto as Exhibit "C" and incorporated herein by this reference; or (b) an irrevocable standby letter of credit that is acceptable to the City; or (c) a performance bond issued by a surety approved by the City, in an amount equal to one hundred ten percent (110%) of the estimated cost of said facilities.

9.2 Delivery of Security. Developer shall furnish to the City the security required by this Section and

subsection 17.21.100(B) of the Fruita Municipal Code prior to the recording of the Subdivision Final Plat. Unless expressly authorized by the City, the Developer shall not commence any work within the Subdivision until such approved security is furnished to the City. Developer shall not convey any lot within the Subdivision to any third party until such approved security is delivered to the City.

9.3 Special Letter of Credit Standards. In the event the Developer elects to deliver to the City an irrevocable letter of credit as a performance guarantee, the letter of credit shall be payable at sight to the City, or its designee, and will bear an expiration date of not earlier than two (2) years from the date of issuance. The Developer shall renew such letter of credit as necessary in order to secure the performance and completion of the public and other required Subdivision improvements for which the Developer is responsible in accordance with this Agreement, without further notice from the City. If the Developer fails to provide the City a satisfactory substitute letter of credit at least thirty (30) days prior to the expiration date of the letter of credit previously delivered, the City may, at its sole option, draw the full amount of the letter of credit and hold the proceeds thereof as a performance guarantee deposit. The proceeds of such draw shall be deposited in a federally insured interest bearing account, and all interest earned thereon shall be added to and become part of the performance guarantee deposit.

9.4 Security Standards; Payment Upon Default. The initial performance bond or letter of credit, if applicable, issued pursuant to this Agreement shall bear an expiration date of not earlier than two (2) years from the date of issuance. The Developer shall renew such security as necessary in order to secure the performance and completion of the public and other required on-site and off-site Subdivision improvements in accordance with this Agreement and Section 17.21.100 of the Fruita Municipal Code, without further notice from the City. The performance bond, letter of credit, or escrow funds shall be payable at any time upon presentation of an affidavit by the City stating the Developer is in default under this Agreement, has received notice of such default as required by subsection 9.7 of this Agreement and subsection 17.21.100(E) of the Fruita Municipal Code, and has failed to cure such default within the time set forth in subsection 9.7 of this Agreement and subsection 17.21.100(E) of the Fruita Municipal Code, or in the case of a letter of credit, the Developer has failed to renew the letter of credit as required herein. The performance bond, or letter of credit, or Escrow and Disbursement Agreement shall be in good and sufficient form as approved by the City. In the event of a default by the Developer and compliance with the terms of subsection 9.7 of this Agreement and subsection 17.21.100(E) of the Fruita Municipal Code, the surety or financial institution shall disperse funds, upon written request by the City, or the escrow fund may be drawn upon, showing the proposed payee and the amount to be paid. Copies of any such request shall be sent to the Developer at its last known address.

9.5 Partial Release of Security. In accordance with subsection 17.21.100(C) of the Fruita Municipal Code, upon completion of a certain class of the improvements by the Developer, such as wastewater facilities by way of example, evidenced by a detailed cost breakdown of the completed improvements, the amount of any security issued pursuant to this Agreement may be reduced by up to one hundred percent (100%) of the approved estimated cost for the installation of such class of improvements, upon application of the Developer, and approval by the City. Upon completion of all of the public and other required Subdivision improvements by the Developer, and upon final inspection and approval by the City of all such improvements, the City Council shall further authorize the reduction of the amount of the security guaranteeing the public and other required Subdivision improvements to ten percent (10%) of the total actual cost of such improvements pursuant to subsection 17.21.100(C) of the Fruita Municipal Code.

9.6 Full Release of Security. In accordance with subsection 17.21.100(D), any performance guarantee issued pursuant to this Agreement shall be fully released and discharged by action of City Council upon expiration of the twenty-four (24) month warranty period, and the correction of any defects discovered during such warranty

period. In the event that the correction of defects are not satisfactorily completed upon the expiration of the twenty-four (24) months, the City may require a new performance guarantee and withhold the issuance of planning clearances until a new improvements guarantee is recorded. The warranty period begins on the day City Council approves the Partial Release of Security per subsection 9.5 above.

9.7 Notice of Default. In accordance with subsection 17.21.100(E), upon the Developer's failure to perform its obligations under this Agreement, as applicable to this Subdivision, all other applicable plans, drawings, specifications and other documents as approved, within the time periods set forth in this Agreement, the City may give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If such default has not been remedied within thirty (30) days of receipt of the notice or of the date of any hearing before the City Council, whichever is later, (or such reasonable time period as is necessary to cure the default provided that the Developer has commenced in good faith to cure the default), the City may then give written notice to the Developer and any surety on the performance bond, issuer of a letter of credit, or escrow agent that the City, as agent for the Developer, is proceeding with the task of installing the public and other required Subdivision improvements in whole or in part.

9.8 Power of Attorney Granted. In accordance with subsection 17.21.100(F) of the Fruita Municipal Code, the Developer hereby designates and irrevocably appoints the Fruita City Manager, as its Attorney-In-Fact and agent for the purpose of completing all public and other necessary improvements required by this Agreement in the event of a default by the Developer. This Agreement shall be filed in the office of the Clerk and Recorder of Mesa County, Colorado, and shall constitute constructive notice of this Agreement and the power of attorney provided herein. This Agreement and power of attorney contained herein may be enforced by the City pursuant to all legal and equitable remedies available, including an action for specific performance in a court of competent jurisdiction.

9.9 Increase in Amount of Security. In accordance with subsection 17.21.100(G) of the Fruita Municipal Code, if a substantial amount of time elapses between the time of posting of the security and actual construction of the improvements, the City reserves the right to require a reasonable increase in the amount of the applicable security, if necessary because of estimated increased costs of construction.

9.10 Cost Estimate Not Binding. The purpose of the cost estimate described in subsection 9.1 above is solely to determine the amount of security required and may be revised from time to time to reflect the actual costs. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual cost of all such public and other required on-site and off-site Subdivision improvements. Neither the estimated costs nor the amount of the security establishes the maximum amount of the Developer's liability.

9.11 Attorney's Fees. If any legal proceedings are commenced concerning the City's election to complete the public and/or other required Subdivision improvements, as agent for the Developer, against the Developer, its surety, or issuer of the letter of credit, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees (including legal assistant's fees) or the reasonable value of salaried attorney's time (including legal assistant's time).

SECTION 10

INDEMNIFICATION AND INSURANCE

10.1 Indemnification By Contractors. In accordance with Section 17.21.110 of the Fruita Municipal Code, any contractor employed by the Developer who performs work within rights-of-way or easements dedicated to the City or within other property owned by the City shall indemnify and hold harmless the City of Fruita, its officers,

employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with work performed by such contractor for the Developer within City rights-of-way, easements or other property, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of such contractor or of any subcontractor of the contractor, or which arise out of any workers compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor shall agree to investigate, handle, respond to, and provide a defense for and defend against, any such liability, claims or demands at the sole expense of such contractor. The contractor shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, including legal assistant's fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

10.2 Insurance Required. Any contractor employed by the Developer to perform work within rights-of-way or easements dedicated to the City or within any other property owned by the City, shall agree to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor pursuant to subsection 10.1 of this Agreement and Section 17.21.110 of the Fruita Municipal Code. Such insurance shall be in addition to any other insurance requirements imposed by the Developer or by law. Any such contractor shall not be relieved of any liability, claims, demands or other obligations to be assumed pursuant to subsection 10.1 above or Section 17.21.110 of the Fruita Municipal Code by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

10.3 Nature and Amounts of Insurance. Any contractor employed by the Developer to perform work within rights-of-way and easements dedicated to the City or other property owned by the City shall procure and maintain, and shall cause any subcontractor of such contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations to be assumed by such contractor pursuant to subsection 10.1 above and Section 17.21.110 of the Fruita Municipal Code. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

10.3.1 Workers Compensation Insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work, and Employers' Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.

10.3.2 General Liability Insurance with minimum combined single limits of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

10.3.3 Comprehensive Automobile Liability Insurance with minimum combined single limits for

bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate with respect to each of a contractor's owned, hired or non-owned vehicles assigned to or used in performance of services within the City's rights-of-way, easements and other property. The policy shall contain a severability of interests provision.

The policies required by subsections 10.3.2 and 10.3.3 above shall be endorsed to include the City of Fruita and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Developer's contractors. No additional insured endorsement to the policy required by subsection 10.3.2 above shall contain any exclusion for bodily injury or property damage arising from completed operations. A contractor shall be solely responsible for deductible losses under any policy required above.

Upon request by the City, the Developer shall provide the City with a certificate of insurance to be completed by the contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify the contract and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

10.4 Indemnification by Developer. In addition to the indemnification required in subsection 10.1 above and Section 17.21.110 of the Fruita Municipal Code, the Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding City officers, agents or employees, in connection with, or on account of the performance of work within the Subdivision and elsewhere by such parties, or their agents, contractors or employees pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in any action concerning the performance of work by the Developer, or its agents, contractors or employees pursuant to this Agreement except where such suit is brought by the Developer. The Developer shall not be considered an agent or employee of the City for any purpose.

10.5 Governmental Immunity. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision contained in this Section, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et. seq.*, C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

SECTION 11 PUBLIC PARKS, OPEN SPACE AND TRAILS

Pursuant to Section 17.19.090 of the Fruita Municipal Code, a Public Parks, Open Space and Trails Impact Fee in the amount of \$1,860 per dwelling unit multiplied by 16 (number of dwelling units in this Subdivision), which totals \$29,760 as a Public Parks, Open Space and Trails Impact Fee shall be paid.

The Parks, Open Space, and Trails Impact Fee identified above can be paid prior to recording the Final Plat. As an alternative, this impact fee can be deferred until the time of Planning Clearance for a Building Permit for each individual dwelling unit in this subdivision. If the impact fee is deferred until the time of Planning Clearance for a Building Permit, the impact fee required to be paid for each dwelling unit in this subdivision shall be based on the fees in effect at the time of approval of a Planning Clearance for a Building Permit for each individual dwelling unit, less the credit amount identified below, if any. Such fee shall be paid before approval of a Planning Clearance for a

Building Permit for each individual dwelling unit in this subdivision.

The provisions of subsection 9.10 notwithstanding, the parties agree that a credit of \$29,760 shall be applied against the public Parks, Open Space and Trails Impact Fee owed for the cost of actual dedication of land and/or the construction and/or improvements for public park, open space and/or trails, based on the amount of land dedicated for public use in previous filings and land intended to be dedicated for public use in future filings of the Village at Country Creek subdivisions and the land dedicated for public use as shown on the Final Plat.

At the May 5, 2015, Fruita City Council public hearing, the Council agreed to allow credits against the Parks, Open Space and Trails Impact Fee for the land already dedicated for public use as per the SIA in Filing Three and the land intended to be dedicated in future filings of this subdivision as per the approved initial site plan, for up to ten years.

All land required to be dedicated to the City for public park, open space or trail purposes shall be dedicated or conveyed free and clear of all liens and encumbrances prior to or concurrently with the recording the Subdivision Final Plat.

Developer acknowledges that such requirements are roughly proportional to the impacts resulting from development of the Property.

SECTION 12

SCHOOL LAND DEDICATION

Pursuant to Section 17.19.110.C.3 of the Fruita Municipal Code, this subdivision is not subject to a School Land Dedication fee because this development is subject to recorded covenants restricting the age of the residents of the dwelling units in such a manner that dwelling units may be classified as housing for older persons and, therefore, should not create an impact to local schools.

SECTION 13

TRANSPORTATION IMPACT FEE

Pursuant to Section 17.19.130 of the Fruita Municipal Code, a Transportation Impact Fee in the amount of \$3,200 per lot multiplied by 16, the number of lots in this Subdivision, which totals \$51,200 as a Transportation Impact Fee shall be paid.

The provisions of subsection 9.10 notwithstanding, the parties agree that a credit of \$0 against the Transportation Impact Fee owed for the cost of actual construction of off-site road improvements, as delineated in Section 6, and as shown in Exhibit "B" shall be applied. The net Transportation Impact Fee due and payable for this Filing/Phase of the Subdivision is \$51,200. Such Fee shall be paid by the Developer to the City prior to Subdivision Final Plat recording.

The Transportation Impact Fee identified above can be paid prior to recording the Final Plat. As an alternative, this impact fee can be deferred until the time of Planning Clearance for a Building Permit for each individual dwelling unit in this subdivision. If the impact fee is deferred until the time of Planning Clearance for a Building Permit, the impact fee required to be paid for each dwelling unit in this subdivision shall be based on the fees in effect at the time of approval of a Planning Clearance for a Building Permit for each individual dwelling unit, less the credit amount identified below, if any. Such fee shall be paid before approval of a Planning Clearance for a

Building Permit for each individual dwelling unit in this subdivision.

The Developer acknowledges that the requirement(s) set forth above are roughly proportional to the impacts generated from development of the Property.

SECTION 14

CHIP AND SEAL IMPACT FEE

Pursuant to Section 17.19.140 of the Fruita Municipal Code, a Chip and Seal Impact Fee in the amount of \$5005 (Calculation: 1,300 (number of square yards) multiplied by \$3.85 per square yard = \$5005) is required for this Filing/Phase of the Subdivision and shall be paid.

The Chip and Seal Impact Fee identified above can be paid prior to recording the Final Plat. As an alternative, this impact fee can be deferred until the time of Planning Clearance for a Building Permit for each individual dwelling unit in this subdivision. If the impact fee is deferred until the time of Planning Clearance for a Building Permit, the impact fee required to be paid for each dwelling unit in this subdivision shall be based on the fees in effect at the time of approval of a Planning Clearance for a Building Permit for each individual dwelling unit. Such fee shall be paid before approval of a Planning Clearance for a Building Permit for each individual dwelling unit in this subdivision.

The Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

SECTION 15

DRAINAGE IMPACT FEE

Pursuant to Section 17.19.150 of the Fruita Municipal Code, a Drainage Impact Fee in the amount of \$5,625.25 shall be paid.

The provisions of subsection 9.10 notwithstanding, the parties agree that a credit of \$18,606.41 against the Drainage Impact Fee set forth above for the cost of actual construction of off-site drainage improvements, based on the drainage improvements constructed in previous filings of this subdivision. The net Drainage Impact Fee due and payable for this Subdivision Filing/Phase is \$0.

The Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

SECTION 16

WASTEWATER RECOVERY FEES AND

REIMBURSEMENT/RECAPTURE AGREEMENTS

16.1 A Wastewater Recovery Fee of \$ NA applies to each unit within the Subdivision. Developer shall pay \$ NA, (calculation: _____ units multiplied by \$ _____ per unit = \$ _____), as a Wastewater Recovery Fee to the City of Fruita prior to Subdivision Final Plat recording.

16.2 A Wastewater Recapture Fee of \$ NA, applies to each unit within the Subdivision, per an Agreement with _____ dated _____. The recapture provisions are as follows:

CHECK ONE or N/A

- a) _____ Developer shall pay \$ _____, (calculation: _____ units multiplied by \$ _____ per unit = \$ _____), as a Wastewater Recapture Fee to the City of Fruita prior to Subdivision Final Plat recording.
- b) _____ Lot Owner/Builder is responsible for payment of the Wastewater Recapture Fee at the time of Planning Clearance for construction of a new residence.
Developer shall inform all lot buyers and real estate personnel of this requirement.

16.3 NEW RECAPTURE AGREEMENT: Not Applicable unless INITIALED by City (_____)

In consideration of the actual construction of off-site Wastewater Collection System components as delineated in subsection 8.4.2, the City agrees to execute a Recapture Agreement with the Developer whereby the Developer may recapture a portion of the cost of the sewer extension from future developments tying into the extension. Said Recapture Agreement shall be prepared by the City, carry a term of no more than ten (10) years from the effective date of the Agreement, and shall be approved by the City Council prior to it becoming effective.

16.4 REIMBURSEMENT AGREEMENT: Not Applicable unless INITIALED by City (_____)

In consideration of the actual construction of off-site Wastewater Collection System components as delineated in subsection 8.4.2, the Developer requests, and the City Council has agreed to reimburse the Developer a portion of the cost of the improvements delineated in subsection 8.4.2. The provisions of Section 9.10 notwithstanding, the reimbursement amount shall be \$ _____, as shown in Exhibit "B-_____". Said reimbursement shall be payable only after initial acceptance of the installation of the wastewater collection system improvements by the City, and subject to the following additional provisions:

_____.

The Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

SECTION 17
REIMBURSEMENT OF COSTS

17.1 Review Costs and Fees. In accordance with Section 17.01.110 of the Fruita Municipal Code, the Developer shall pay to the City all required review fees. In addition, pursuant to subsection 17.01.110(D) of the Fruita Municipal Code, the Developer shall be responsible for all extraordinary review costs. Provided, however, upon request, the Developer shall receive detailed invoices reflecting the nature and description of each such charge so incurred by the City.

17.2 Inspection Costs. Pursuant to subsection 17.01.110(C) of the Fruita Municipal Code, prior to the approval and acceptance of the construction and installation of the required public and other Subdivision improvements, the Developer shall pay to the City the inspection review fee for all inspections of such improvements made by or conducted at the direction of the City. In addition, the Developer shall be responsible for any extraordinary inspection costs.

SECTION 18
FINAL PLAT APPROVAL

In accordance with Section 17.15.080 of the Fruita Municipal Code, the City agrees to approve the

Subdivision Final Plat provided that said Subdivision Final Plat is in conformance with the Preliminary Plan approval, drainage improvements, street improvements, and utility plans have been submitted to and approved by the City, and all of the requirements of applicable law, subject to the terms and conditions of this Agreement, have been complied with.

SECTION 19 **ENFORCEMENT**

19.1 **Default; Notice; Termination.** In accordance with Section 17.21.120 of the Fruita Municipal Code, in the event of any default or breach by the Developer of an applicable covenant, term, condition, or obligation under this Agreement, and if such default or breach continues after notice thereof and opportunity of a hearing as set forth in subsection 9.6 of this Agreement and subsection 17.21.100(E) of the Fruita Municipal Code, this Agreement may be forthwith terminated, at the option of the City. Any declaration of termination of the Agreement shall be effective only after and upon a resolution to that effect duly adopted by the City Council. All rights concerning remedies or attorney's fees shall survive any termination of this Agreement.

19.2 **Legal Action.** The parties to this Agreement shall have all rights available at law or in equity to enforce the terms of this Agreement, including the right of specific performance. In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees (including legal assistant's fees) or the reasonable value of salaried attorney's time (including legal assistant's time).

19.3 **Other Remedies Available to City.** In the event the Developer fails to construct any public or other required on-site and off-site Subdivision improvements in accordance with the terms and conditions of this Agreement, following the issuance of the performance guarantee as set forth in Section 9 of this Agreement, the City may exercise any of the remedies set forth in Section 9 of this Agreement or Section 17.21.100 of the Fruita Municipal Code. Alternatively, the City may assign the proceeds of the letter of credit, performance bond, or escrow funds to a subsequent developer or a lender who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer or lender agrees in writing to complete the unfinished improvements. In addition, the City also may suspend Subdivision Final Plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey tracts or lots within the Subdivision without the express written approval of the City or until the improvements are completed and accepted by the City provided, however, such suspension shall not affect (a) the annexation of the Subdivision to the City; (b) the prior conveyance of any lots or parcels within the Subdivision; (c) any right arising from City permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and the Subdivision Final Plat; or (d) the parties' rights pursuant to subsection 22.5 below. These remedies are cumulative in nature.

SECTION 20 **CONVEYANCES PROHIBITED**

20.1 **Recording of Subdivision Final Plat Required.** The Developer shall not grant, sell or convey any lot, lots, or other properties subject to this Agreement prior to the recording of the approved Subdivision Final Plat.

20.2 **Improvements Agreement Required.** If this Agreement is only for a portion or Phase of a Subdivision for which a valid Subdivision Final Plat already exists, the Developer shall not grant, sell or convey any lot or lots not covered by this or a previous Improvements Agreement without the express written consent of the City. The

intent of this subsection is to prevent the sale of legally platted lots within the Subdivision for which public infrastructure does not exist or for which an Improvements Agreement has not yet been executed.

SECTION 21

VACATION OF FINAL PLAT

21.1 **Vacation of Final Plat.** Failure of the Developer to complete construction of the public and other on-site and off-site Subdivision improvements required by this Agreement within the times provided herein and following the delivery of the notice described in subsection 19.1 hereof and the expiration of the thirty (30) day time period described in subsection 19.1 without cure by the Developer, the Subdivision Final Plat and this Agreement shall be forfeited. Upon such an event, the City Council of the City of Fruita may enact an ordinance vacating the Subdivision Final Plat and upon the effective date of such ordinance, the Subdivision and any permits issued in connection therewith shall be null, void, and of no effect. The Developer shall then be prohibited from granting, selling or conveying any additional lots within the Property. All property rights dedicated to the City of Fruita for public purposes shall remain the property of the City and shall be considered liquidated damages. Provided, however, vacation of the Subdivision Final Plat shall not affect (a) the annexation of the Subdivision to the City; (b) the prior conveyance of any lots or parcels within the Subdivision; (c) any right arising from other City permits, approvals or other entitlements for the Subdivision which were granted or approved prior to, concurrently with, or subsequent to the approval of the Subdivision Final Plat; or (d) the parties' rights pursuant to subsection 22.5 below.

21.3 **Certificate of Compliance.** It is agreed that upon completion of all improvements by the Developer which are the subject of this Agreement, expiration of the warranty period as provided herein, and compliance with all of the terms of this Agreement, in accordance with Section 17.21.130 of the Fruita Municipal Code, the City shall execute a resolution or certificate stating that all improvements have been constructed in compliance with this Agreement.

SECTION 22

MISCELLANEOUS PROVISIONS

22.1 **Waiver of Defects.** In executing this Agreement, the Developer waives all rights they may have concerning defects, if any, of the form or substance of this Agreement, and the formalities whereby it is executed; concerning the power of the City to impose conditions on the Developer as set forth herein; and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

22.2 **Failure to Exercise Rights.** No waiver of any provision of this Agreement will be deemed or constitute a continuing waiver unless expressly provided for by written amendment to this Agreement signed by the City, and the Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

22.3 **Complete Agreement.** This Agreement together with the Subdivision Final Plat contain all of the understandings, conditions and agreements between the City and the Developer relating to the Subdivision at this time, and no other prior or current representation, oral or written, shall be effective or binding upon the City or the Developer, except for representations made by the Developer, or its agents, or the City Council, or City staff

members at public hearings concerning approval of the Subdivision Final Plat, not in conflict with the express provisions of this Agreement.

22.4 Enabling Ordinances Required. To the extent required by law and by the terms of this Agreement, the obligations and covenants of the City are conditional upon the adoption by the City of appropriate enabling ordinances.

22.5 Attorneys Fees. In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney fees (including legal assistant's fees) or the reasonable value of a salaried attorney's time (including legal assistant's time). All rights concerning remedies or attorney's fees shall survive termination of this Agreement.

22.6 Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

22.7 Amendments. This Agreement may be amended from time to time by written Agreement duly authorized by the parties to this Agreement.

22.8 Representations of City Officials. It is expressly understood that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Fruita Municipal Code and ordinances, and that the Developer, when dealing with the City, acts at its own risk as to any representation or undertaking by the City or its officers or agents or their designees which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado. Provided, however, that this subsection shall not be construed to limit the rights and remedies of the parties otherwise provided by law.

22.9 Covenants. The provisions of this Agreement shall be binding on all subsequent owners of the Property as covenants running with the Property, to be released only by the City of Fruita, and the benefits and burdens of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the parties to this Agreement, except as otherwise provided herein.

22.10 Notices. Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, return receipt requested, addressed as follows:

If to City: 325 E. Aspen Ave.
Fruita, Colorado 81521
Attn: Community Development Department Director

If to Developer: PO Box 516
Fruita, CO 81521
Attn: John Moir

These addresses shall remain valid until notice of a change of address is given to the other party in accordance herewith.

22.11 Time of the Essence. Time is of the essence of this Agreement.

22.12 Jurisdiction of Courts. This Agreement is made and delivered within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity, and enforceability. Personal jurisdiction and venue for any civil action commenced by any of the parties to this Agreement whether arising out of or relating to the Agreement, a letter of credit, Escrow and Disbursement Agreement, or performance bond will be deemed to be proper only if such action is commenced in the District Court for Mesa County, Colorado. The Developer and issuer of any letter of credit or performance bond pursuant to this Agreement expressly waive their right to bring such action in or to remove such action to any other court, whether State or federal.

22.13 Rights of Persons Not a Party. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

22.14 Provisions Deemed Severable. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

22.15 Assignment of Rights; Release of Obligations. The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will release the original Developer's performance guarantee if it accepts new security from any developer or lender who obtains the Property. However, no act of the City will constitute a release of the original Developer from its liability under this Agreement.

22.16 No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity or governmental immunity under any applicable State law.

22.17 Recordation of Agreement. The City shall record a copy of this Agreement in the office of the Clerk and Recorder of Mesa County, Colorado.

22.18 Execution of Other Documents. The parties agree to execute any additional documents and to take any additional actions necessary to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

City Clerk

CITY OF FRUITA, COLORADO, a home rule municipality
acting by and through its City Council,

By:

Mayor

By:

Developer

Title: Vice President, Sunshine of the Redlands

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me this 6th day of October, 20 15, by
LORI BUCK, Mayor of the City of Fruita, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 4/23/2017

Notary Public

DEBRA WOODS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20094002789
My Commission Expires January 23, 2017

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me this 6th day of October, 20 15, by
MARGARET SELL, City Clerk of the City of Fruita, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 4/23/2017

Notary Public

DEBRA WOODS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20094002789
My Commission Expires January 23, 2017

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me this 21st day of October, 20 15, by
John Mear and _____.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

WANDA L. SCHLENOVGT
STATE OF COLORADO
NOTARY PUBLIC
NOTARY ID #19964016243
My Commission Expires September 18, 2016

EXHIBIT A
SUBDIVISION IMPROVEMENTS AGREEMENT

Village at Country Creek, Filing Four

Name of Subdivision

Legal Description

Tract G of Village at Country Creek, Filing Three as recorded in Book 3892 at Pages 143, Reception #2252351, in the records of the office at the Mesa County Clerk and Recorder.

Said Tract situated in the NW ¼ of Section 9, Township 1 North, Range 2 West of the Ute Meridian, County of Mesa, State of Colorado.

Village at Country Creek, Filing Four as described above contains 22.098 acres more or less.

Phase 1 of Village at Country Creek Filing 4 shall consist of Block 3 lot-1 and lot-2

Phase 2 of Village at Country Creek Filing 4 shall consist of the remaining Lots, Tracts and Rights of Way

EXHIBIT

B

SUBDIVISION IMPROVEMENTS
AGREEMENT

IN RE: Village at Country Creek, Filing

#4

LOCATION: 1175 18 Road

DATE: September 24, 2015

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision as shown on the above named subdivision plat dated this 21st day of October, 2015. The following improvements shall be constructed in accordance with the City of Fruita or applicable special district standards.

ITEM #	DESCRIPTION	QUANTITY	UNITS	E.A.P UNITS	TOTAL COST	COMPLETION DATE
203	Clearing & Grubbing	1	L.S.	\$ 1,000.00	\$1,000.00	December 30, 2015
203	Unclassified excavation	720	C.Y.	\$ 4.00	\$2,880.00	"
203	Embankment material	100	C.Y.	\$ 4.00	\$400.00	"
208	Implement & maintain SWMP	1	L.S.	\$ 5,000.00	\$5,000.00	"
304	Subgrade stabilization	50	Ton	\$ 15.00	\$750.00	"
304	Subgrade preparation	2135	S.Y.	\$ 2.00	\$4,270.00	"
304	Aggregate Base Course (CDOT Class 6)	1180	Ton	\$ 25.00	\$29,500.00	"
401	3" Hot Bituminous Pavement	215	Ton	\$ 110.00	\$23,650.00	"
603	4" SDR-35 PVC San. Sewer Service	120	L.F.	\$ 18.00	\$2,160.00	"
603	4" PVC Wye fitting	3	Ea.	\$ 50.00	\$150.00	"
608	6.5' driveover curb&gutter w/base	835	L.F.	\$ 25.00	\$20,875.00	"
613	Street lights	2	Ea.	\$ 2,000.00	\$4,000.00	"
614	End of road markers	3	Ea.	\$ 200.00	\$600.00	"
615	2" Cl. 160 PVC Irrigation pipe	120	L.F.	\$ 5.00	\$600.00	"
615	6" Cl. 160 PVC Irrigation pipe	570	L.F.	\$ 10.00	\$5,700.00	"
615	1-1/2" Irrigation ball valve	4	Ea.	\$ 50.00	\$200.00	"
615	2" Irrigation ball valve	7	Ea.	\$ 65.00	\$455.00	"
615	6" Irrigation gate valve	2	Ea.	\$ 750.00	\$1,500.00	"
615	4" C-900 PVC Irrigation sleeve	100	L.F.	\$ 15.00	\$1,500.00	"
615	10" C-900 PVC Irrigation sleeve	50	L.F.	\$ 25.00	\$1,250.00	"
615	4" C-900 PVC Utility sleeve	150	L.F.	\$ 15.00	\$2,250.00	"
619	Connect into existing water main	1	L.S.	\$ 500.00	\$500.00	"
619	8" C-900 PVC Water Main	455	L.F.	\$ 35.00	\$15,925.00	"
619	3/4-in. Water service, incl. service connect., copper line, meter pit, yoke & curb stop	12	Ea.	\$ 1,270.00	\$15,240.00	"
619	8" Gate Valve with valve box	1	Ea.	\$ 1,350.00	\$1,350.00	"
619	Fire Hydrant assembly, incl. 6" Gate valve	1	Ea.	\$ 4,000.00	\$4,000.00	"
721	Landscape and Irrigation for Open Space	1	Ea.	\$ 8,000.00	\$8,000.00	
ESTIMATED CONSTRUCTION COSTS					\$145,705.00	
	Supervision	1	L.S.	4%	\$4,147.60	December 30, 2015
	Construction Staking	1	L.S.	\$ 10,000.00	\$10,000.00	December 30, 2015
	Compliance Testing	1	L.S.	\$ 5,000.00	\$5,000.00	December 30, 2015
ESTIMATED PROJECT COSTS					\$164,852.60	
PERFORMANCE BOND					110%	\$181,337.86

The above improvements shall be constructed in accordance with all City requirements and specifications, and conformance with this provision shall be determined solely by the City of Fruita or its duly authorized agent. The improvements shall be constructed in accordance with the time schedules shown above.

Signature of Subdivider

Date

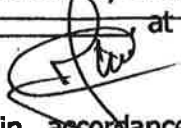
10/26/2015

EXHIBIT C

**CITY OF FRUITA SUBDIVISION IMPROVEMENTS
ESCROW AND DISBURSEMENT AGREEMENT**

THIS AGREEMENT is entered into on October 6, 2015, by and between THE CITY OF FRUITA, COLORADO, a municipal corporation, whose address is City Hall, 325 E. Aspen Avenue, Fruita, CO; and SUNSHINE OF THE REDLANDS, a Colorado corporation/limited liability company, whose address is PO Box 516, Fruita, CO 81521 ("Developer"); and ALPINE BANK ("Escrow Agent").

RECITALS:

A. Whereas, the City and Developer entered into a Subdivision Improvements Agreement dated October 21, 2015, ("Subdivision Improvements Agreement") containing terms and conditions regarding the subdivision and development of certain property described as Tract G of Village at Country Creek, Filing Three, ~~as more fully described on the Final Plat of Village at Country Creek Filing Four, recorded in the records of the Mesa County Clerk and Recorder on the _____ day of _____, 20____, in Book _____, at Page _____, as Document No. _____~~ ("Property"); and 

B. Whereas, in accordance with the Subdivision Improvements Agreement, Developer is required to deposit the sum of \$181,337.86 ("Escrow Funds"), an amount equal to one hundred ten percent (110%) of estimated cost of constructing and installing certain described public and other required subdivision improvements, with Escrow Agent to guarantee the construction and installation of such improvements; and the City and Developer have selected Escrow Agent to hold and disburse the Escrow Funds.

NOW, THEREFORE, in consideration of the recitals described above, the mutual covenants and conditions contained in this Escrow and Disbursement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Developer, and Escrow Agent agree as follows:

SECTION 1
CONSTRUCTION OF IMPROVEMENTS

Developer agrees to complete the construction and installation of the public and other required subdivision improvements in accordance with all terms and conditions contained in the Subdivision Improvements Agreement. Such construction and installation shall be at Developer's sole expense.

SECTION 2
FUNDS HELD IN ESCROW

Concurrently with the execution of this Escrow and Disbursement Agreement, Developer shall deposit the sum of \$181,337.86 with Escrow Agent. Escrow Agent agrees to hold this amount in escrow and any additional amounts deposited in accordance with the terms of the Subdivision Improvements Agreement. Any interest earned on the funds deposited shall belong to the Developer.

SECTION 3
DUTIES OF ESCROW AGENT

The duties of the Escrow Agent shall be as follows:

3.1 Disbursement of Funds. During the term of this Escrow and Disbursement Agreement, Escrow Agent shall hold and disburse the Escrow Funds in accordance with the terms and provisions of this Escrow and Disbursement Agreement.

3.2 Limited Liability. The City and Developer agree and acknowledge that Escrow Agent assumes no liability in connection with this Escrow and Disbursement Agreement except for gross negligence or willful misconduct; that Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to in this Escrow and Disbursement Agreement; that Escrow Agent is under no duty or obligation to ascertain the identity, authority or rights of the other parties (or their agents) executing or delivering or purporting to execute or to deliver this Escrow and Disbursement Agreement or any documents, papers or payments deposited or called for under this Escrow and Disbursement Agreement; and that Escrow Agent may seek advice from its own legal counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel. In addition, the Escrow Agent shall not be liable for any act it may do or omit to do hereunder as such agent, while acting in good faith and the exercise of its own best judgment.

3.3 Escrow Agent's Rights and Duties.

3.3.1 The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Escrow and Disbursement Agreement, and no implied duties or obligations shall be read into this Escrow and Disbursement Agreement against the Escrow Agent.

3.3.2 The Escrow Agent's duties hereunder shall be limited to the safekeeping of amounts deposited with the Escrow Agent, and for holding in

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PROVIDED FOR REPRODUCTION

escrow and the disposition of the same in accordance with the terms and provisions of this Escrow and Disbursement Agreement.

3.3.3 The Escrow Agent may resign under this Escrow and Disbursement Agreement by giving written notice to all of the parties hereto, effective thirty (30) days after the date of said notice.

3.3.4 Upon the appointment by the parties of a new escrow holder or custodian, or upon written instructions to the Escrow Agent for other disposition of the Escrow Deposit, the Escrow Agent shall, after retention of its accrued escrow fees and expenses, if any, deliver the Escrow Deposit within a reasonable period of time as so directed, and shall be relieved of any and all liability hereunder arising thereafter.

3.4 Disputes. If Escrow Agent is unable to determine at any time to whom the Escrow Funds should be delivered, or if a dispute develops between the City and the Developer concerning to whom the Escrow Funds should be delivered, then in such event, the Escrow Agent shall deliver the Escrow Funds in accordance with the joint written instructions of the City and Developer. In the event such written instructions are not received by Escrow Agent within ten (10) days after Escrow Agent has issued a written request for instructions to the City and Developer, Escrow Agent shall have the right to pay the Escrow Funds into the registry of the Mesa County District Court and interplead the City and Developer. Escrow Agent shall then be fully discharged of any obligation in connection with this Escrow and Disbursement Agreement. Escrow Agent shall be entitled to deduct from the funds held in escrow its reasonable attorneys' fees, related costs, and expenses in commencing such action.

SECTION 4

INDEMNIFICATION OF ESCROW AGENT

City and Developer agree to indemnify, defend, and hold Escrow Agent harmless from and against all claims, actions, causes of action, judgments, damage, loss, liability, costs and expenses including, but not limited to, attorneys' fees, expenses, and court costs, arising out of or in any way resulting from the construction and installation of the required public and other subdivision improvements on the Property as required by the Subdivision Improvements Agreement or in any way arising out of or resulting from the Escrow Agent's acts or omissions hereunder except for the Escrow Agent's willful misconduct or gross negligence.

SECTION 5
PARTIES' CONSENT

The City and Developer hereby expressly consent to the disbursement of funds and other conduct of the Escrow Agent as authorized by the provisions of this Escrow and Disbursement Agreement.

SECTION 6
ESCROW AGENT FEES

Any fees charged by the Escrow Agent shall be paid by the Developer.

SECTION 7
DISBURSEMENT OF ESCROW FUNDS

Escrow Agent shall disburse the Escrow Funds as follows:

7.1 Partial Disbursements. Upon completion of a certain class of improvements by the Developer, such as wastewater collection facilities by way of example, Escrow Funds shall be paid to the Developer in an amount equal to one hundred percent (100%) of the approved estimated cost for the installation of such class of improvements upon application by the Developer, and approval by the City. In order for Developer to receive such partial disbursement, the following shall be presented to the Escrow Agent:

7.1.1 A disbursement request which shall state which class of improvements have been completed; that Developer has inspected the improvements for which payment is requested; that the work has been completed in accordance with approved plans and specifications; and that the sum requested to be disbursed is reasonable and consistent with the estimate contained in Exhibit "B" of the Subdivision Improvements Agreement; and

7.1.2 All bills or invoices for such work which have been approved by the Developer; and

7.1.3 Written approval of such partial disbursement executed by the City.

7.2 Disbursements Upon Completion of Improvements. Upon written certification by the Developer and the City that the Developer has completed all of the required public and other subdivision improvements in accordance with the Subdivision Improvements Agreement, and that there are no liens, encumbrances or other restrictions on the improvements, and that such improvements have been inspected and approved by the City, the City Council shall execute a resolution verifying the acceptance of the improvements and authorizing the Escrow Agent to disburse to the

Developer all remaining funds except an amount equal to ten percent (10%) of the total actual cost for construction and installation of the public and other required subdivision improvements, as certified by the Developer and the City. The Escrow Agent shall then disburse all remaining funds except an amount equal to ten percent (10%) of the actual total cost for construction and installation of the required public and other subdivision improvements, as certified by Developer and the City, upon receiving such certification.

The remaining funds shall be retained by Escrow Agent for a period of twenty-four (24) months from the date of the City Council resolution verifying the acceptance of the improvements and until released by a Resolution of the City Council. Provided, however, during said period all or part of such funds shall be disbursed upon written certification by the City's Mayor that: any of the public improvements and other necessary subdivision improvements constructed by the Developer in accordance with the Subdivision Improvements Agreement are defective in materials or workmanship; that following notice, the Developer has failed to perform the work necessary to remedy such defects in accordance with the Subdivision Improvements Agreement; and the City, pursuant to the Subdivision Improvement Agreement, is proceeding with the task of correcting the defective materials or work. Such Escrow Funds shall then be disbursed by Escrow Agent to the City or other payee authorized by the City in such amounts as designated by the City.

7.3 Disbursements Upon Default. Upon written certification by the City's Mayor that: the Developer is in default under the Subdivision Improvements Agreement and has failed to perform its obligations under such Agreement, in accordance with all plans, drawings, specifications, and other documents submitted to the City as approved, within the time period set forth in the Subdivision Improvements Agreement; and that the City, as agent for the Developer, is proceeding with the task of installing the required public and other subdivision improvements on the Property, as specified in the Subdivision Improvements Agreement, in whole or in part; the Escrow Agent shall then disburse Escrow Funds to the City or other payee authorized by the City, in such amounts as requested by the City.

SECTION 8 **TERMINATION OF AGREEMENT**

Upon the full completion of the construction and installation of the public improvements and other necessary subdivision improvements as designated in the Subdivision Improvements Agreement; and upon expiration of the twenty-four (24) month warranty period set forth in Section 5 of the Subdivision Improvements Agreement, as certified by a Resolution of the City Council, Escrow Agent shall disburse any remaining Escrow Funds to Developer and this Escrow and Disbursement Agreement shall then terminate, and no parties shall have any further rights, duties or obligations under this Escrow and Disbursement Agreement. In addition, this Escrow

and Disbursement Agreement shall terminate in the event disbursement is made pursuant to Section 7.3 above.

SECTION 9

MISCELLANEOUS PROVISIONS

9.1 Waiver of Defects. In executing this Escrow and Disbursement Agreement, the parties waive all rights they may have concerning defects, if any, of the form of this Agreement, the formalities whereby it is executed; and concerning the procedure, substance and form of the ordinances or resolutions adopting this Escrow and Disbursement Agreement.

9.2 Complete Agreement. This Escrow and Disbursement Agreement, together with the Subdivision Improvements Agreement, contain all of the understandings, conditions and agreements between the City and the Developer relating to the escrow and disbursement of funds for the construction and installation of the required public and other subdivision improvements, and no other prior or current representation, oral or written, shall be effective or binding upon the City and Developer.

9.3 Attorneys' Fees. In the event that any action is filed or maintained by any party in relation to this Escrow and Disbursement Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorneys' fees (including legal assistant's fees) or the reasonable value of a salaried attorney's time (including legal assistant's time). All rights concerning remedies or attorneys' fees shall survive termination of this Escrow and Disbursement Agreement.

9.4 Authorization. The signatories to this Escrow and Disbursement Agreement affirm and warrant that they are fully authorized to enter into and execute this Escrow and Disbursement Agreement, and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Escrow and Disbursement Agreement have been made or will be made.

9.5 Amendments. This Escrow and Disbursement Agreement may be amended from time to time by written agreement duly authorized by the parties against whom such amendment may be enforced.

9.6 Notices. All notices required or given by the terms of this Escrow and Disbursement Agreement shall be made by personal delivery or by certified first class mail, postage pre-paid, return receipt requested, to the parties at their addresses listed below. All notices shall be effective upon personal delivery or mailing. These addresses shall remain valid until notice of a change of address is given to all parties.

If to City: City of Fruita, Fruita City Council
325 East Aspen, Ste. 155
Fruita, CO 81521
Attn: Community Development Director

With a copy to: Sands Law Office
450 West Avenue, Suite 204
Rifle, CO 81650

If to Developer: John Moir
Sunshine of the Redlands
PO Box 516
Fruita, CO 81521

If to Escrow Agent: Tom Oliver
Alpine Bank (Fruita Branch)
125 N. Park Square
Fruita, CO 81521

9.7 Time of the Essence. Time is of the essence of this Agreement.

9.8 Colorado Law Applicable. This Escrow and Disbursement Agreement is made and delivered within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity and enforceability.

9.9 Jurisdiction of Courts. Personal jurisdiction and venue for any civil action commenced by any of the parties arising out of or relating to this Escrow and Disbursement Agreement will be deemed to be proper only if such action is commenced in the District Court of Mesa County, Colorado. The parties expressly waive any rights to bring such action in or to remove such action to any other court, whether State or federal.

9.10 Rights of Persons Not a Party. No person or entity who or which is not a party to this Escrow and Disbursement Agreement will have any right of action under this Escrow and Disbursement Agreement.

9.11 Provisions Deemed Severable. If any part, term or provision of this Escrow and Disbursement Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Escrow and Disbursement Agreement.

9.12 Execution of Other Documents. The parties agree to execute any additional documents and to take any additional action necessary to carry out the terms of this Escrow and Disbursement Agreement.

IN WITNESS WHEREOF, each party to this Escrow and Disbursement Agreement has caused it to be executed on the date indicated below.

THE CITY OF FRUITA, COLORADO,
a municipal corporation:

By: [Signature] 11/3/15
Mayor Date
Attest: ☆ [Signature] 11/3/15
City Clerk Date

STATE OF COLORADO)
COUNTY OF MESA) ss.

DEBRA WOODS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20094002789
My Commission Expires January 23, 2017

Subscribed and sworn to before me this 3rd day of November, 2015
by: LORI BUCK and MARGARET SELL
(Mayor) (City Clerk)

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]
Notary Public

My commission expires: 4/23/2017

DEVELOPER:

By: [Signature] 10/21/2015
Date
Vice President
Title

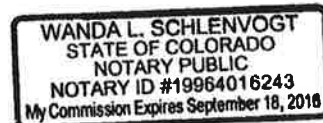
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me this 21st day of October, 2015, by:
John Mauer
(Developer)

WITNESS MY HAND AND OFFICIAL SEAL

Wanda L. Schlenvogt
Notary Public

My commission expires: 9/18/16



ESCROW AGENT:

ALPINE BANK

By: [Signature] 10/21/15
Date

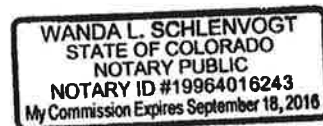
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me this 21st day of October, 2015,
by: Tom Oliver VP/Manager Alpine Bank
(Escrow Agent)

WITNESS MY HAND AND OFFICIAL SEAL

Wanda L. Schlenvogt
Notary Public

My commission expires: 9/18/16





Alpine Bank

THE CITY OF FRUITA and John Moir,

Alpine Bank agrees to act as the Escrow Agent for Sunshine of the Redlands assuming all conditions between Alpine Bank and the developer are met prior to the disbursement of funds. This agreement is in association with the \$181,337.86 required to be on deposit for Tract G of Village at Country Creek Filing Four. For any questions please contact Tom Oliver at the number listed below.

Tom Oliver

NMLS # 458861
Alpine Bank – Fruita
Vice President / Manager
(970) 254-2785