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**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

**OF
RAVENNA HILLS TOWNHOMES**

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12/20/2004 01:39 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$10.00 SurChg \$1.00

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RAVENNA HILLS TOWNHOMES is dated this 14th day of December, 2004, to be effective upon its recording with the Clerk and Recorder of Mesa County, Colorado.

RECITALS:

A. The Declaration of Covenants, Conditions, Restrictions and Easements of Ravenna Hills Townhomes was recorded on September 29, 1998, with the Clerk and Recorder of Mesa County, Colorado, in Book 2493 at Page 627, et seq., and was amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements which was recorded on February 8, 1999, with the Clerk and Recorder of Mesa County, Colorado, in Book 2549 at Page 25, and was supplemented by the First Supplemental Declaration to the Declaration of Covenants, Conditions, Restrictions and Easements which was recorded on February 8, 1999, with the Clerk and Recorder of Mesa County, Colorado, in Book 2549 at Page 27 (collectively, the "Declaration")

B. This Amendment provides for deletion of certain exterior maintenance obligations by the Association, though revisions of ARTICLE ONE: DEFINITIONS, Section 1.20, and ARTICLE EIGHT: EXTERIOR AREA AND SPECIAL EASEMENT, Sections 8.1, 8.2 and 8.3 of the Declaration.

WHEREFORE, the following provisions of the Declaration are hereby amended as follows:

1. ARTICLE ONE: DEFINITIONS, Section 1.20 is amended in its entirety to read as follows:

1.20 Exterior Maintenance Area means the property surrounding the Residence and any other improvements within the perimeter of a Lot (excluding the Residence and the Owner Maintenance Area as defined in Section 8.3 hereof).

2. ARTICLE EIGHT: EXTERIOR MAINTENANCE AREA AND SPECIAL EASEMENT, Sections 8.1, 8.2 and 8.3 are amended in their entirety to read as follows:

8.1 Residence Exteriors. Each Owner shall maintain the exterior of his or her Residence, including, but not limited to, painting of the exterior, roof repair, stucco repair, window repair and replacement, and certain exterior lighting.

The Association shall have the sole discretion to determine the hours of operation of any exterior lighting. All repairs and replacements pursuant hereto shall be subject to the architectural and design guidelines of the Association.

8.2 Landscaping, Sidewalks and Driveways. The Association shall maintain the landscaping of the Lot within the Exterior Maintenance Area, including, but not limited to, lawns, trees and shrubs, but excluding the Owner Maintenance Areas as defined herein. The maintenance provided under this Section 8.2 shall be performed at such time and in such a manner as the Association shall determine, subject to the architectural and design guidelines of the Association.

8.3 Owner Maintenance Area. Each Owner shall maintain (a) the patio, lawn and/or garden area within a Lot and which is clearly defined within a courtyard, fenced area, walled area or otherwise clearly defined as not to be included within common area maintenance, and (b) all walls, sidewalks, and driveways on or providing direct access to his or her Lot (collectively, the "Owner Maintenance Area"). The Association shall have the right to settle any questions concerning maintenance responsibilities within those areas and shall have the right to promulgate reasonable regulations regarding the maintenance standards within the Owner Maintenance Areas.

3. Except as, and only to the extent, set forth in this Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Ravenna Hills Townhomes, the Declaration shall remain in full force and effect, in accordance with its terms.

4. By signing below, the undersigned certifies that this Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Ravenna Hills Townhomes was approved by a vote of the members of Ravenna Hills Homeowners Association, at a meeting duly noticed and held on January 6, 2004, with thirty-four (34) members voting in favor, one (1) member abstaining, and zero (0) members voting against, this Second Amendment. At the time of the vote, there existed a total of forty-one (41) lots within the Ravenna Hills Homeowners Association.

DATED this 14 day of December, 2004.

RAVENNA HILLS HOMEOWNERS
ASSOCIATION
a Colorado corporation, not for profit

By D.J. Richter
D.J. Richter
Its: Secretary