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2276420 BK 3996 PG 857-858  
 09/21/2005 03:36 PM  
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 RecFee \$10.00 SurChg \$1.00

THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS, RESTRICTIONS AND EASEMENTS  
 OF  
 RAVENNA HILLS TOWNHOMES

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS, RESTRICTIONS AND EASEMENTS OF RAVENNA HILLS  
 TOWNHOMES is dated this 23 day of August, 2005, 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 all exterior maintenance obligations of the residences by the Association through revisions to 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, as well as the Residence and any other improvements within the perimeter of a lot.

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 and replacement, stucco repair and replacement, window and door repair and replacement, brick, stone, roof gutters, downspouts and exterior lighting. The

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Association shall have sole discretion to determine the hours of operation of exterior lighting. All repairs and replacements mentioned herein shall be subject to the architectural and design guidelines of the Association.

8.2 Landscaping, Snow Removal and Fences. The Association shall maintain the landscaping and irrigation systems of all lots (and including the common area on Cortina Court immediately to the west of the Post Office boxes) which includes but is not limited to lawns, trees, shrubs and fences, but excludes the Owner Maintenance areas as defined in 8.3 below. The Association shall also remove snow from all sidewalks and driveways. The landscaping and the repair and maintenance of fences shall be performed by the Association (unless damaged by the Lot Owner), subject to the architectural and design guidelines of the Association.

8.3 Owner Maintenance Area. Each Owner shall maintain (a) the patio, decks, porches and garden areas planted by the Owner or otherwise clearly defined as not to be in 8.2 above; and (b) all walls, driveway and sidewalks providing direct access to his or her home. The Owners on Fernwood and Sparrow Courts shall be financially responsible for maintaining these respective private streets and sidewalks.

3. Except as, and only to the extent, set forth in this Third 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.

DATED this 23 day of August, 2005.

RAVENNA HILLS HOMEOWNERS  
ASSOCIATION  
a Colorado corporation, not for profit

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

