

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR THE CERISE RANCH SUBDIVISION**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE CERISE RANCH SUBDIVISION (this "Amendment") is made and declared this 20<sup>th</sup> day of OCTOBER, 2004.

A. That certain Declaration of Covenants, Conditions, Restrictions and Easements for the Cerise Ranch Subdivision, Phase 1 (the "Original Declaration"), was recorded in the records of the Clerk and Recorder for Garfield County, Colorado (the "Recorder's Office") on December 12, 2000, in Book 1221 at Page 942 at Reception No. 573540; was supplemented by that certain Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for The Cerise Ranch Subdivision (Phase 2), recorded in the Recorder's Office on September 27, 2001, in Book 1290 at Page 168 at Reception No. 589154 (the "Supplemental Declaration"), and subsequently amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Cerise Ranch Subdivision, recorded in the Recorder's Office on September 25, 2003, in Book 1523 at Page 60 at Reception No. 637392 (the "First Amendment"), and by that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Cerise Ranch Subdivision, recorded in the Recorder's Office on December 4, 2003, in Book 1544 at Page 240 at Reception No. 642257 (the "Second Amendment"). (The Original Declaration as supplemented by the Supplemental Declaration and as amended by the First Amendment and the Second Amendment is referred to herein as the "Declaration").

B. Phase 1 of the property subject to the Declaration (the "Phase 1 Property") is described in that certain Cerise Ranch Subdivision, Phase 1, Final Plat, recorded in the Recorder's Office on December 12, 2000, at Reception No. 573538. Phase 2 of the property subject to the Declaration (the "Phase 2 Property") is described in that certain Cerise Ranch Subdivision, Phase 2, Final Plat, recorded in the Recorder's Office on September 27, 2001, at Reception No. 589152. The Phase 1 Property and the Phase 2 Property are collectively referred to herein as the "Property." The Property consists of 68 lots (individually, a "Lot," and collectively, the "Lots").

C. The Declarant under the Declaration is Cerise Ranch LLC, a Colorado limited liability company.

D. The Cerise Ranch Property Owners Association, Inc., a Colorado nonprofit corporation (the "Association"), is the association of all of the owners of the Property (the "Owners") incorporated for the purposes set forth in the Declaration.

E. The undersigned President of the Association does hereby certify that this Amendment has been approved by not less than sixty-seven percent (67%) of the Owners.

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NOW THEREFORE, the Declaration is hereby amended and modified as follows:

1. **Common Elements.** Section 2.1(K) of the Declaration is hereby amended by deleting the first sentence of said section in its entirety and substituting the following in lieu and in place thereof:

“**Common Elements**” means those areas depicted and identified on the Plat as “Common Area/Open Space Easement” and the improvements thereon in which the Association owns or has an interest for the common use and enjoyment of all of the Owners on a non-exclusive basis, and should Declarant receive appropriate governmental approval and elect to build same, a clubhouse, swimming pool and/or other recreational facilities.”

2. **Plat.** Section 2.1(EE) of the Declaration is hereby deleted in its entirety and the following is substituted in lieu and in place thereof:

“**Plat**” means collectively the subdivision plats depicting the Property subject to this Declaration and recorded in the records of the Clerk and Recorder of Garfield County, Colorado, as follows: (i) Cerise Ranch Subdivision, Phase 1, Final Plat, recorded on December 12, 2000, at Reception No. 573538; and (ii) Cerise Ranch Subdivision, Phase 2, Final Plat, recorded on September 27, 2001, at Reception No. 589152, and all supplements and amendments thereto.”

3. **Water.** Section 4.14 of the Declaration is hereby amended to provide that the central water system providing potable water to each Lot shall be owned, operated and maintained by Mid Valley Metropolitan District, a Colorado special district (“MVMD”). All references in Section 4.14 to the Association shall instead refer to MVMD. All Lots must comply with MVMD’s Rules and Regulations and Technical Specifications as adopted and amended from time to time.

4. **Wastewater Treatment.** Section 4.15 of the Declaration is hereby amended to provide that, subject to any MVMD Pre-Inclusion Agreement affecting the Lots, certain Lots may utilize an ISTS for wastewater treatment or receive wastewater treatment through sanitary sewer service provided by MVMD. For those Lots utilizing ISTS, the provisions of Sections 4.15, 9.4, 16.3 and 17.1(D) of the Declaration shall continue to apply. All other Lots will receive wastewater treatment through sanitary sewer service to be provided by MVMD in compliance with MVMD’s Rules and Regulations and Technical Specifications as adopted and amended from time to time.

5. **Cerise Ranch Design Guidelines.** Reference is made to the Cerise Ranch Design Guidelines (referred to in Section 2.1(P) and Article 16 of the Declaration as the General Development Guidelines) for procedures and requirements concerning water and sewer service to the Lots in addition to those set forth or referred to in the Declaration.

6. **Open Space Easement.** Section 8.3 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu and in place thereof:

**“Open Space Easement.**

- A. Lots Nos. 1-27 and 57-66 shall be burdened by an easement designed to perpetuate open space and the rural character of the Subdivision (the “Open Space Easement”). Subject to the provisions of the Declaration and the uses and regulations of the Association, each and every Owner is hereby granted an easement for the access, use and enjoyment of any and all recreational amenities located within the Open Space Easement as is more specifically depicted and described on the Plat. Owners shall not place or construct any structures or fences within the Open Space Easement and shall maintain the same in a manner consistent with its allowed use. The Declarant and/or the Association shall have the right to construct ponds, lakes, underground utility lines, recreational amenities or other structures which are allowed under the Declaration. All portions of the Property encompassed within the Open Space Easement shall for all purposes of this Declaration constitute Common Area.
- B. The Association does hereby indemnify and hold harmless each Owner whose Lot is burdened by the Open Space Easement from and against any and all costs, expenses, claims, losses or damages, including, without limitation, reasonable attorneys’ fees, resulting from use by third parties of that portion of the Open Space Easement located on such Owner’s Lot, except to the extent that any such costs, expenses, claims, losses or damages result from the negligence or willful misconduct of such Owner.”

7. **Defined Terms.** Except as otherwise defined herein, all capitalized terms in this Amendment shall have the same meaning that was given to such terms in the Declaration.

8. **Amendment Controls.** In the event of any conflict between the Declaration and this Amendment, the provisions of this Amendment shall govern and control.

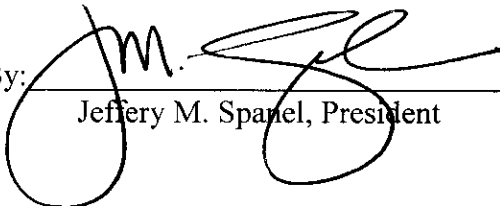
9. **Declaration Remains in Effect.** Except as expressly or by necessary implication amended or modified herein, the terms and conditions of the Declaration are hereby ratified and confirmed and shall continue in full force and effect.



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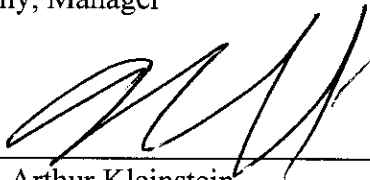
IN WITNESS WHEREOF, this Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Cerise Ranch Subdivision is executed as of the date first above stated.

CERISE RANCH PROPERTY OWNERS  
ASSOCIATION, a Colorado non-profit  
corporation

By:   
Jeffery M. Spatel, President

CERISE RANCH LLC,  
a Colorado limited liability company

By: Wintergreen Homes Limited Liability  
Company, a Colorado limited liability  
company, Manager

By:   
Arthur Kleinstein



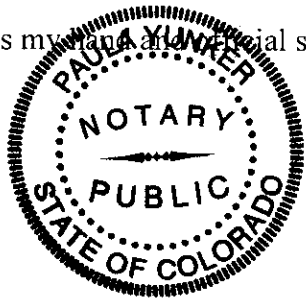
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ACKNOWLEDGMENT

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Engle )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2004, by Jeffery M. Spanel, as President of Cerise Ranch Property Owners Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.



Paula Yunker  
Notary Public  
My Commission expires: 12-24-05

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of OCTOBER 14, 2004, by Arthur Kleinstein, as Manager of Wintergreen Homes Limited Liability Company, a Colorado limited liability company, as Manager of Cerise Ranch LLC, a Colorado limited liability company.

Witness my hand and official seal.



Stephen W. Arent  
Notary Public  
My Commission expires: 11/9/04