

**FIRST SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CRESTHAVEN ACRES SUBDIVISION**

THIS FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRESTHAVEN ACRES SUBDIVISION ("First Supplement") is made at Grand Junction, Colorado, as of the 5th day of March, 2021, by Chronos Property, LLC, a Colorado limited liability company.

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Cresthaven Acres Subdivision (the "Original Declaration") was recorded on December 11, 2018, at Reception#: 2864033, in the real property records of Mesa County, Colorado.

B. A First Amendment to Declaration of Covenants, Conditions and Restrictions for Cresthaven Acres Subdivision (the "First Amendment") was recorded on August 13, 2019, at Reception#: 2890825, in the real property records of Mesa County, Colorado.

C. A Second Amendment to Declaration of Covenants, Conditions and Restrictions for Cresthaven Acres Subdivision (the "Second Amendment") was recorded on December 5, 2019, at Reception#: 2905291, in the real property records of Mesa County, Colorado.

D. The Original Declaration, the First Amendment, and the Second Amendment are collectively referred to as the "Declaration" in this First Supplement. Unless otherwise provided in this First Supplement, capitalized terms in this First Supplement shall have the same meanings as in the Declaration.

E. In accordance with Section 14.02 of the Declaration, Declarant has the right to expand the Property by adding additional Lots, Common Areas and Limited Common Areas, at any time or times without approval by the Owners, by the filing for record by Declarant in the real property records of the County one or more Supplemental Declarations and supplemental Plats setting forth the Lots and other real property, if any, to be included in the expansion.

F. Declarant wishes to submit to the Property the following described real property (the "Supplemental Property"):

Lots 28-71, inclusive, Cresthaven Acres Filing 2
Tracts G, H and I, and all Common Areas depicted on the Plat

G. Declarant wishes to reserve for itself and any successor declarant the right to further expand the Property in the future and, pursuant to Section 14.02 of the Declaration, supplement the Declaration.

THEREFORE, Declarant declares that the Declaration shall govern and apply to the Supplemental Property and that both the Property and the Supplemental Property shall be held, sold and conveyed subject to the Declaration, which is for the purpose of protecting the value and desirability of the Property and the Supplemental Property, and which shall run with the land and be binding on all parties and any heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property or the Supplemental Property.

TERMS

1. Recitals. All of the above Recitals are incorporated into the Terms of this First Supplement.
2. General. The terms and provisions in this First Supplement shall be in addition and supplemental to the terms and provisions in the Declaration. All terms and provisions in the Declaration, including all definitions, except those terms and provisions specifically modified in this First Supplement, shall be applicable to this First Supplement and to the Supplemental Property. The definitions used in the Declaration are expanded and shall be deemed to encompass and refer to the Property as defined in the Declaration and the Supplemental Property as defined in this First Supplement. For example, reference to the "Property" shall mean both the Property and the Supplemental Property; reference to an "Owner" shall mean the record owner of fee simple title to any Lot or to any of the Lots constituting the Supplemental Property; reference to a "Member" shall mean every Owner as defined in the Declaration and supplemented by this First Supplement; and reference to the "Declaration" shall mean the Declaration as supplemented by this First Supplement.
3. Effect of Expansion on Assessments. Assessments levied by the Association as provided in the Declaration after the recording of this First Supplement shall be levied against all Lots that are part of the Supplemental Property. Notwithstanding any inclusion of additional Lots under the Declaration, each Owner (regardless of whether such Owner is the owner of a Lot in Filing 1 or is the Owner of a Lot in the Supplemental Property) shall remain fully liable with respect to his or her obligation for the payment of Assessments. The recording of this First Supplement shall not alter the amount of the Assessments assessed to an existing Lot prior to recording.
4. Supplemental Plat Map. A plat of the Supplemental Property entitled "Cresthaven Acres Filing 2" has been recorded in the real property records of Mesa County, Colorado. Such plat shall be included in the term "Plat" as defined in the Declaration.
5. Additional Covenants. The following additional covenants are added to the Declaration:

Section 7.25. Gold Dust Lane. The street identified on the Plat as Gold Dust Lane is not a public street; rather, it is Common Area controlled by the Association and governed by this Declaration. As Common Area, all costs and expenses incurred by the Association with respect to Gold Dust Lane shall be Common Expenses in accordance with Article 3 of the Declaration. Gold Dust Lane shall be used solely as a road for ingress and egress to and from Lots 28, 29, 30, 31, 32, 33 and 34 and the parking stalls located on the bend in Gold Dust Lane (the "Parking Stalls"), as depicted on the Plat. Due to the narrow width of Gold Dust Lane, no parking is allowed on Gold Dust Lane at any time. With the exception of the Parking Stalls, no passenger vehicle, "vehicles" as defined in Section 7.10, equipment, materials, or anything else shall be parked or stored on Gold Dust Lane, which shall be kept clear at all times.

Section 7.26. Parking Stalls. The Parking Stalls are Common Area for the temporary use of Owners and their guests for the parking of passenger vehicles for no more than seventy-two (72) consecutive hours in the Parking Stalls, meaning that an Owner or their guest cannot simply switch stalls so that they can park indefinitely. A vehicle must be removed from all of the Parking Stalls for a minimum of twenty-four (24) hours before it can again be parked in the Parking Stalls. After written notice posted on an offending passenger vehicle, the Association shall have the authority to have that vehicle removed from the Parking Stalls (at the owner's expense) if the offending vehicle owner

continuously uses the Parking Stalls to the exclusion of other Owners or guests, even if in compliance with the twenty-four (24) hour removal restriction described in the preceding sentence. Except for properly registered passenger vehicles, no "vehicles," as defined in Section 7.10, equipment, materials, or anything else shall be parked or stored in the Parking Stalls. The Association may adopt rules or regulations governing or further restricting the use of the Parking Stalls.

Section 7.27. Limitations Regarding Certain Lots. An existing natural gas easement twenty-five (25) feet in width, as described in documents recorded on February 15, 1980, at Reception#: 1216017, and June 6, 2001, at Reception#: 1999609, in the real property records of the County, is located approximately along the western boundaries of Lots 42, 49, 62 and 67 and the eastern boundaries of Lots 41, 48, 61 and 68 (the "Easement Lots" in this Section 7.25). Pursuant to the terms of this easement the Owners of the Easement Lots may not construct any buildings or structures, impound any water, or plant any trees or shrubs upon the easement, which is depicted on the Plat. Such restriction specifically prohibits, by way of example and not limitation, the erection of fences, hedges, planters, or other structures or landscaping. Accordingly, in the event an Owner or occupant of an Easement Lot violates the restrictions in this Section 7.27, the Association shall, at the Owner's sole cost and expense, remove any such improvement or planting in violation of this Section 7.27. Neither the Association nor the utility company or any entity using the easement shall be held liable for any damage done by any of them or their assigns, agents or employees to any such improvement or planting of an Owner or occupant located on an Easement Lot.

Section 10.05. Tract I. Tract I is a Driveway to be used solely for ingress and egress to and from Lots 56, 57, 58 and 59, which are Driveway Lots. Tract I shall be included in the provisions for maintenance described in subsection 10.02(b).

6. Reservation. Declarant reserves the right for itself and any successor Declarant to further expand the Property in the future to include additional Lots and to further expand the Common Area.

7. Severability. Invalidity of any covenant, restriction or provision contained in this First Supplement by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

8. Conflicts Between Documents. In the event of any conflict between the Declaration (as supplemented by this First Supplement) and the Articles or the Bylaws of the Association, the Declaration as amended and supplemented shall control.

DECLARANT:

CHRONOS PROPERTY, LLC



Garrett W. Davis, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the 11 day of March, 2021, by Garrett W. Davis, Manager of Chronos Property, LLC.

WITNESS my hand and official seal.

My commission expires: 2.24.21.

Lois Keeler
Notary Public

