

**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CRESTHAVEN ACRES SUBDIVISION**

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Cresthaven Acres Subdivision (“Fourth Amendment”) is made and effective the 1st day of January, 2022.

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 the County.

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 the County.

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 the County.

D. A Third Amendment to Declaration of Covenants, Conditions and Restrictions for Cresthaven Acres Subdivision (the “Third Amendment”) was recorded on March 16, 2020, at Reception#: 2917327, in the real property records of the County.

E. A First Supplement to Declaration of Covenants, Conditions and Restrictions for Cresthaven Acres Subdivision (the “First Supplement”) was recorded on April 16, 2021, at Reception#: 2976922, in the real property records of the County.

F. The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, and the First Supplement are collectively referred to as the “Declaration” in this Fourth Amendment. Unless otherwise defined in this Fourth Amendment, capitalized terms in this Fourth Amendment shall have the same meanings as in the Declaration.

G. The Property subject to the Declaration is all of Cresthaven Acres Subdivision.

H. Pursuant to Section 14.05 of the Declaration, all or any portion of the Declaration may be supplemented, changed or canceled in whole or in part at any time by the vote or agreement of Members representing at least 67% of the voting rights of the Members.

I. The undersigned wish to amend the Declaration to provide different rights and obligations for parking on Lots 41, 42, 48, 49, 61, 62, 67 and 68, which are encumbered by an

existing natural gas easement.

J. The undersigned represent more than 67% of the voting rights of the Members and approve the changes to the Declaration described in this Fourth Amendment.

THEREFORE, the undersigned declare that:

TERMS

1. All of the above Recitals are true and are incorporated into the Terms of This Fourth Amendment.
2. Section 7.27 of the Declaration is replaced and superseded in its entirety by the following:

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 7.27). 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. Notwithstanding the foregoing, nor anything to the contrary in Section 7.10, the Owners or occupants of the Easement Lots may park no more than four (4) small (e.g., snowmobile, ATV, UTV) or two (2) large (e.g., boat, trailer, motorhome), or a combination of one (1) large and two (2) small, licensed and operable vehicles (as defined in Section 7.10) owned by such Owners or occupants on the easement area if: (a) such vehicles are readily moveable at the request of any authorized user of the easement, and (b) all such vehicles are parked directly behind the Residence on the Lot, measured by extending a line perpendicularly from each of the widest points of the front exposure of the Residence to the rear of the Lot. If 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, planting or vehicle 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, planting or unauthorized vehicle of an Owner or occupant located on the easement.

IN ALL OTHER RESPECTS the Declaration shall remain as written.

[signature pages follow]

CHRONOS PROPERTY, LLC

CHRONOS BUILDERS LLC

Garrett W. Davis, Managing Member

Garrett W. Davis, Managing Member

Owners of Lots: 28-67 and 69

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the ____ day of January, 2022, by Garrett W. Davis,
as Managing Member of Chronos Property, LLC and as Managing Member of Chronos Builders
LLC.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

[print name]

[print name]

Owner(s) of Lot(s): _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the ____ day of January, 2022, by _____
and _____.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

_____ [print name]

[illegible]

WITNESS my hand and official seal.
My commission expires: _____

[print name]

[print name]

[illegible]

WITNESS my hand and official seal.
My commission expires: _____

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_____ [print name]

_____ [print name]

Owner(s) of Lot(s): _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the _____ day of January, 2022, by _____
and _____.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

_____ [print name]

_____ [print name]

Owner(s) of Lot(s): _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the _____ day of January, 2022, by _____
and _____.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

_____ [print name]

_____ [print name]

Owner(s) of Lot(s): _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the _____ day of January, 2022, by _____
and _____.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

_____ [print name]

_____ [print name]

Owner(s) of Lot(s): _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the _____ day of January, 2022, by _____
and _____.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

_____ [print name]

_____ [print name]

Owner(s) of Lot(s): _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the _____ day of January, 2022, by _____
and _____.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public