

**DECLARATION OF PROTECTIVE COVENANTS
FOR
CHERRYHILL SUBDIVISION
Amended & Restated**

RECITALS:

A. Cherryhill Subdivision was created as a common interest planned community pursuant to Colorado law with the recordation of that certain Declaration of Protective Covenants under Reception No. 1894152 on March 22, 1999, in the official land records of Mesa County, Colorado ("Original Declaration"). The Original Declaration ran with and attached to that certain real property described on the Plat of Cherryhill Subdivision in Plat Book 17 at Pages 27-28 under Reception No. 1893938 on March 19, 1999, in the official land records of Mesa County, Colorado, and the Replat of Lot 21 of Cherryhill Subdivision under Reception No. 1961182 on August 14, 2000, in the official land records of Mesa County, Colorado. The real property comprising of the plats thereof recorded, respectively, under Reception Nos. 1893938 and 1961182 were incorporated into the Cherryhill Subdivision by Declarant, G N Development, Inc., a Colorado corporation, in accordance with the development rights reserved by said Declarant in the Original Declaration.

B. Pursuant to Article IX, Section E of the Original Declaration, the Association may amend the Original Declaration upon the affirmative vote of at least 75% of the lot owners.

C. Pursuant to C.R.S. § 38-33.3-217(1)(a)(I), the 75% requirement to amend the Original Declaration is void as contrary to public policy, and until amended, such provision shall be deemed to specify a percentage of 67% of lot owners to amend the Original Declaration.

D. Certain sections of the Original Declaration do not comply with Colorado law, to wit: the Colorado Common Interest Ownership Act ("CCIOA").

E. The Owners of at least 67% of the Lots (at least 16 of 24 Lots) within Cherryhill Subdivision have voted to amend the Original Declaration in order to make certain corrections, clarification, and modifications to certain covenants, conditions, and restrictions, and to bring the covenants, conditions, and restrictions into compliance with CCIOA.

NOW THEREFORE, based on the vote of the Owners of at least 67% of the Lots within said subdivision, the following is hereby adopted as the Amended and Restated Declaration of Protective Covenants for Cherryhill Subdivision. All prior Declarations of Covenants, Conditions and Restrictions for Cherryhill Subdivision are hereby revoked and of no further force and effect.

ARTICLE I DEFINITIONS

A. "Architectural Control Committee" shall mean and refer to the committee consisting of the Board of Directors of the Association and two (2) voluntary members at large, as more fully provided in the Residential Architectural Design and Minimum Construction Standards for Cherryhill Subdivision, under Reception No. 1893935 on March 19, 1999, of the land records of Mesa County, Colorado.

B. "Association" shall mean and refer to Cherryhill Homeowners' Association, a Colorado nonprofit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and officers, for the purpose of operating the homeowners' association within the Subdivision.

C. "Association Water" shall mean and refer to the water delivered by any irrigation company to the Owners for irrigating lawns and shrubbery and to the Association to irrigate Common Areas, if necessary.

D. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the Declaration and Bylaws.

E. "Bylaws" shall mean and refer to the Bylaws adopted by the Association, as amended, from time to time.

F. "CCIOA" shall mean and refer to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et. seq.*

G. "Common Area" shall mean and refer to that Common Area as set forth on the Cherryhill Subdivision plats, and all other property owned by the Association for the Common use and enjoyment of the Members, including a pressurized pipeline irrigation system and all property designated as Open Space.

H. "Common Area Expense" shall mean and refer to the general common expenses for the Common Areas of the Association, including but not limited to maintenance, repairs, irrigation systems, management costs, reserves, capital improvements, and all other changes which the Association may levy upon the Owners in accordance with this Declaration.

I. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants for Cherryhill Subdivision, as the same may be amended from time to time.

J. "Dwelling Unit" shall mean and refer to any residential improvement constructed within the Cherryhill Subdivision.

K. "Family" shall mean a household composed of (i) no more than two (2) principal adults, (ii) the children of one or both of said principal adults, and (iii) no more than two (2) additional family members (adults or children) who are related by blood, marriage, or adoption to

said principal adults. For purposes hereof, "related by blood, marriage, or adoption" shall mean the following relationships: grandparents, parents, brothers, sisters, aunts, uncles, nephews, and nieces.

L. "Limited Common Area" shall mean and refer to that portion of any Common Area allocated by the Declaration or the plat for the exclusive use of one or more, but less than all of the lots in the Subdivision.

M. "Lot" shall mean and refer to any separate numbered lot or plot of land shown upon any recorded Subdivision of the Property or any portion thereof, as the same may be amended from time to time, together with all appurtenances and improvements now or hereafter thereon, with the exception of the Common Area, as defined herein.

N. "Member" shall mean and refer to each Owner of a Lot that is subject to assessment hereunder. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

O. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

P. "Property" shall mean and refer to that certain real property described in Section A of the Recitals of the Original Declaration, together with such additions thereto as have been thereafter brought within the jurisdiction of the Association, which includes all of the following described real property:

Lots 1 through 24, inclusive, and
Tract A, Tract B, Tract C, Tract D, and Tract E
CHERRYHILL SUBDIVISION, Mesa County, Colorado.

Q. "Residential Purpose" shall mean and refer to the use of each Lot as a home and principal place of dwelling by the Owner. Homes shall be occupied by Owners, their Family, or their live-in healthcare providers.

R. "Subdivision" shall mean and refer to the Property within Cherryhill Subdivision.

ARTICLE II MEMBERSHIP

A. **Membership.** Every Owner of a Lot which is subject to assessment hereunder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot subject to assessment shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine. If only one of the multiple Owners of a Lot is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, only one vote per Lot shall be allowed.

ARTICLE III ARCHITECTURAL CONTROL

A. **Plan Submittals.** Before anyone shall commence the exterior construction, remodeling, addition to, or alteration of any building, swimming pool, wall, fence, shed, or other structure whatsoever on any Lot, there shall be submitted to the Board a complete set of plans and specifications for said work, and no such structure or improvement of any kind shall be erected, altered, placed, or maintained upon any Lot unless and until the final plans, elevations, and specification therefor have received such written approval as herein provided. The plans and specifications shall be submitted to the Board and approval received from the Board prior to application for a building permit from Mesa County or other public entity having jurisdiction. Such plans may include plot plans showing the location on the lot or property of the wall, fence, outbuilding, shed, or other such structure proposed to be constructed, placed, altered, or maintained, and elevation of same, together with the proposed color schemes for roofs and exteriors thereof, indicating materials for the same. The Board shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable, in its opinion, based upon this Declaration and the Residential Architectural Design and Minimum Construction Standards for the Subdivision.

B. **Method of Approval.** The Board shall approve or disapprove the plans and specifications in writing within thirty (30) business days from the receipt thereof. One (1) set of said plans and specifications, with approval or disapproval, shall be retained by the Board as stated in the Association's Record Retention Policy. In the event no action is taken to approve or disapprove such plans and specifications within said thirty (30) business day period, the provision requiring approval of said plans and specifications shall be deemed to have been waived. In the event the Board has waived approval, such waiver is only applicable to the specific Lot Owner who submitted said plan and is not applicable to other Lot Owners. Any such waiver must still meet County, City, and any other legal requirements.

C. **Board not Liable.** The Board shall not be responsible to any person or entity in any manner whatsoever for any defect in any plans or specifications submitted or as revised by the Board nor for any work done pursuant to the Board's requested changes of said plans and specifications.

ARTICLE IV ASSESSMENTS

A. **Assessments.** Each Owner of any Lot by acceptance of a deed or other conveyance for that Lot, whether or not it shall be so expressed in that instrument, is deemed to covenant and agree to pay to the Association: (a) all Assessments and charges levied against that Lot; and (b) all fees, charges, late charges, attorney fees, fines, collection costs, interest and other sums charged pursuant to this Declaration or as allowed by C.R.S. § 38-33.3-316(1) or any other provision of CCIOA or by any other applicable law. Assessments may be duly levied by the Association for purposes necessary to promote the health, safety, and welfare of the Owners and residents of the Subdivision, including, but not limited to, payment of the expenses for maintaining and improving the Association Water; the security system for Common Areas and Limited Common Areas;

maintenance of Common Areas, water detention facilities and open space, including revegetation thereof; taxes, utility charges, and insurance premiums applicable to the open space and Common Areas; and all other costs of the operation of the Association and the performance of its various functions as set forth herein or required by law.

B. **Annual Assessments.** The total annual assessments against all lots shall be based upon adopted budget requirements for the Association to provide for the payment of all estimated expenses arising from, or connected with, the functions of the Association as set forth herein and any other expenses or liabilities which may be regularly incurred by the Association for the benefit of the Owners.

C. **Special Assessments.** In addition to the annual assessments authorized by this Article, the Association may levy a special assessment, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement, or for any other expense, including a capital expense, incurred or to be incurred as provided in this Declaration or the Articles or Bylaws of the Association. Any such special assessment shall be paid in the same prorated manner as annual assessments.

D. **Adoption of Budget.** Within ninety (90) days after the adoption of the annual budget, the Board shall mail, either by regular USPS mail or email, and post on the Association's website, a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget. The Board shall provide notice to Owners of the meeting as allowed for in the Association's Bylaws. Unless at the meeting sixty-six percent (66%) of all Owners reject the budget, the budget shall be ratified. In the event the proposed budget is rejected, the budget last ratified by the Owners shall be continued until a subsequent budget is proposed and ratified. In the event the proposed budget is rejected, the budget last ratified by the Owners shall be continued until a subsequent budget is proposed and ratified.

E. **Notice of Assessments.** The Association shall give written or electronic notice to each Owner, sent to that Owner's address as it appears in the records of the Association, as to the amount of any annual assessment with respect to his or her Lot on or before forty-five (45) days prior to the date upon which that assessment shall be due and payable. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner for such assessment, but the date when payment shall become due in such case shall be deferred to a date forty-five (45) days after such notice shall have been given. Except as otherwise determined by the Board, notice of special assessments shall be in accordance with the procedures set forth herein for annual assessments or in accordance with such other procedures as may be determined by the Board.

F. **Effect of Nonpayment of Assessments; Remedies of the Association.** All assessments shall bear interest from the due date at the rate of eight percent (8%) per annum, or at such lesser or greater rate as may be set from time to time by the Association subject to the maximum interest rate allowable pursuant to CCIOA, and the Association may also assess a monthly late charge thereon and assess fines all in accordance with the Association's policies and as allowed under Colorado law. The Association, through the Board of Directors, may bring an

action at law against the Owner personally obligated to pay the same or foreclose the lien against such Owner's Lot in accordance with this Article, and in the event a judgment is obtained, such judgment shall include interest on the assessment and reasonable attorneys fees, together with the costs of the action all in accordance with Colorado law. No Owner may waive, modify, or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, Limited Common Area, Association Water, or abandonment of his or her Lot.

G. Lien for Assessments.

1. Under CCIOA, the Association has a statutory lien on a Lot for any assessments levied against that Lot and for fines imposed against its Owner from the time each assessment or fine becomes due. In addition, fees, charges, attorneys' fees, fines, and interest charged pursuant to this Declaration, the Association's policies, or allowed under Colorado law are enforceable assessments. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due, including the Association's acceleration of installment obligations.

2. The statutory lien for assessments is prior to all other liens and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of this Declaration; (ii) a security interest on a Lot which has priority over all other security interests on the Lot and which was recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot. Notwithstanding the foregoing, the statutory lien for assessments is also prior to a security interest described in (ii) above to the extent of an amount equal to the common expense assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six month immediately preceding institution by either the Association or any party holding a lien senior to any part of the Association lien created under this section of an action or a nonjudicial foreclosure either to enforce or extinguish the lien. If such assessments are collected on a basis other than monthly, the super priority lien under this subsection shall be equal to a pro rata share of such assessments equivalent to six months of assessment (i.e., one-half (1/2) of an annual assessment).

3. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien or assessment is required, however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Owner's Lot as a default assessment.

H. Enforcement of Liens of Assessments. The enforcement of any assessment against a Member shall be as provided for under Colorado law, as provided for herein, or pursuant to the Bylaws or Policies of the Association.

I. Escrow for Common Expenses. The Association may enter into an escrow agreement with the Holder of a Member's mortgage so that assessments may be combined with the Member's mortgage payments and paid at the same time and in the same manner; except that

such escrow agreement shall comply with any applicable rules of the Federal Housing Administration, Department of Housing and Urban Development, V.A., or other government agency.

ARTICLE V GENERAL RESTRICTIONS ON USE

A. **General Plan.** It is the intention of the Undersigned to establish and impose a general plan for the improvement, development, use and occupancy of the Property, in order to enhance the value, desirability, and attractiveness of the Property and to promote the sale thereof.

B. **Restrictions Imposed.** The Undersigned hereby declares that all of the Property shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon, and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreement, covenants, as well as those contained elsewhere in this Declaration.

C. **Zoning Regulations.** The Property shall never be occupied or used by or for any structure or purpose or in any manner which is contrary to the applicable zoning regulations of the City of Grand Junction, CO.

D. **Business, Commercial, or Trade Uses.** No Lot shall ever be occupied or used for any commercial, business, or trade purpose, except as noted below, and nothing shall be done on any Lot which is a nuisance or might become a nuisance to the Owner or Owners. Use of a Lot for a business purpose shall be authorized provided such use is non-observable from other Lots, does not generate any vehicular traffic, foot traffic, or noise, and does not alter the Lot in any fashion. No Lot or portion of a Lot shall be rented or used as a short-term vacation rental.

E. **Residential Use.** Lots shall be used for Residential Purpose only, including all ancillary uses permitted by law. At no time shall there be more than one Family, as defined by Article I (k) above, occupying a Lot. All Lots shall be deemed to provide sufficient off-street parking to accommodate not more than four automobiles, inclusive of garage and driveway.

F. **Animals.** Owners may keep no more than two (2) household pets within their Lot, so long as such pets are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the Owners. Household pets are defined as cats or dogs not exceeding one hundred (100) pounds at maturity. The two (2) allowable pets may be two (2) dogs, two (2) cats, or one (1) dog and one (1) cat. Household pets shall be subject to any rules and regulations which may be promulgated by the Board. Pets shall be confined to the Lot of the Owner of the pet or shall be on a leash and under the control of the Owner when off the Lot. Areas where an Owner keeps any pets shall be kept clean and free of refuse, insects, and waste at all times. No commercial breeding activities of any kind shall be permitted within the Subdivision. Notwithstanding the foregoing, no pets may be kept within a Lot which, in the good faith judgment of the Board, results in any annoyance or is obnoxious to Owners within the Subdivision.

G. **Signs.** No signs bearing commercial messages shall be erected, placed, permitted, or maintained on any lot or structure within the Subdivision, other than:

1. "For Sale" signs that do not exceed two (2) feet by three (3) feet in size approved by the Board or one (1) Professional Real Estate sign and sign post.
2. One (1) name plate and street number of the Owner, not to exceed two (2) feet by two (2) feet.

Signs of non-commercial nature are permitted. However, Owners may only have one (1) non-commercial sign, which shall not exceed two (2) feet by two (2) feet. No signs may be placed on Association Property except as approved by the Board.

H. **Re-subdivision.** No Lot described in the plat of the Subdivision shall be subdivided into smaller lots or tracts, nor conveyed or encumbered in any less than the full original dimensions as shown on said recorded plat.

I. **Service Yards and Trash.** Each Lot must maintain an enclosed service yard of sufficient size to conceal trash, clotheslines, wood piles, and storage piles from Lots, roads, and all Common Areas within or adjacent to the Subdivision. No above-ground oil, gas, or water tanks shall be permitted on any Lot.

J. **Underground Utility Lines.** All utility pipes and lines within the limits of the Subdivision must be buried underground and may not be carried on overhead poles nor above the surface of the ground. All such services must be buried underground from the point where said utilities take off from transformers and terminal points.

K. **Construction of Dwelling House.** All constructions and alteration work shall be prosecuted diligently, and each building, structure, or improvement which is commenced on any Lot shall be completed within nine (9) months from the commencement of construction unless an extension is authorized by the Board. In the event of a breach of this covenant, the Association shall have the right to complete construction of any uncompleted building, structure, or improvements at the cost and expense of the Owner, which cost and expense shall become a lien against the Lot the same as a lien for assessments and which may be enforced as a lien for assessments.

L. **Temporary Structures.** No temporary house, trailer, tent, garage, or outbuilding shall be placed or erected upon any part of any Lot in the Subdivision without Board approval; provided, however, that during the actual construction of any improvement on any Lot, a necessary temporary building for the storage of materials may be erected and maintained by the person doing the construction.

M. **Towers and Antennas.** No towers or radio and television antennas shall be erected or permitted to remain on any Lot within the Subdivision except that television antennas and wind generating facilities attached to a residence may project up to six (6) feet above the ground.

N. **Cleanliness and Unsightly Growth.** Each Lot shall at all times be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, or cans shall be permitted to remain exposed on any Lot so as to be visible to any neighboring Lot or road, except that trash receptacles may be placed outside of each Lot for trash day. Implements, machinery, lumber, or other building materials shall be neatly stacked and may be visible to any neighboring Lot or road only during the course of permitted construction.

O. **Vehicles, Trailers, and Boats.** Owners may park statutory exempt vehicles in the street, driveway, or guest parking pursuant to C.R.S. § 38-33.3-106.5. The Association may not restrict parking or other use of a public right-of-way pursuant to C.R.S. § 38-33.3-106.5(d). No motor homes, trailers, or boats shall be stored or parked in the Subdivision; provided, however, motor homes, trailers, or boats may be parked on a Lot or adjoining street to ready, load, or unload for a period not to exceed seventy-two (72) hours. Owners are prohibited from parking more than four (4) automobiles on their respective lot for more than seventy-two (72) hours.

P. **Fireplaces and Stoves.** No open hearth, solid fuel devices will be allowed anywhere within the Subdivision. All Lots will be allowed an unrestricted number of natural gas-burning fireplaces or appliances. All Lots will be allowed one (1) new woodburning stove as defined by C.R.S. § 25-7-401 *et. seq.*, and the regulations promulgated thereunder.

Q. **Rules and Regulations.** Rules and regulations concerning and governing the Property or any portion thereof may be adopted, amended, or repealed, from time to time by the Board of Directors, and the Board may establish and enforce penalties for the infraction thereof, including without limitation the levying and collecting of fines for the violation of any such rules and regulations.

ARTICLE VI EASEMENTS RESERVED

Easements and rights-of-way in perpetuity are hereby reserved for the erection, construction, maintenance, and operations of wires, cables, pipes, irrigation structures, conduits, and apparatus of the transmission of electrical current, telephone, television, and radio lines and for the furnishing of water and gas in the street for the furnishing of other utility purposes, together with the right of entry for the purposes of installing, maintaining, and improving said utilities along, across, upon, and through all platted easements in the Subdivision.

ARTICLE VII ASSOCIATION PROPERTY

The Association shall own and maintain Tract A, Tract B, Tract C, Tract D, Tract E, and water collection areas as depicted on the recorded plat of the Subdivision. To ensure access to the water collection area an easement fifteen (15) feet in width for ingress, egress, pedestrian, and drainage purposes is reserved across Lots 14 and 15, as such easement is shown in the recorded plat of the Subdivision. No fencing of any kind shall be permitted along the boundaries of this easement.

ARTICLE VIII ENFORCEMENT

A. **Enforcement.** Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges, and other provisions contained in this Declaration, the Articles of Incorporation, Bylaws, and the Association's Policies, Rules, and Regulations, as amended, shall first be in conformance with the Bylaws and/or any Policies of the Association and Colorado law. Thereafter, enforcement shall be by any proceeding at law or in equity against any person or persons, including without limitation the Association, violating and attempting to violate such provisions. The Association and/or any aggrieved Owner shall have the right to institute, maintain, and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of the aforesaid documents. For each claim or defense, including but not limited to counterclaims, cross-claims, and third-party claims, and except as otherwise provided in paragraph (2) of this subsection (A), in any legal proceeding to enforce or defend the provisions of this article or of the Declaration, Bylaws, Articles, Policies, or rules and regulations, the court shall award to the party prevailing on such claim the prevailing party's reasonable collection of costs and attorney fees and costs incurred in asserting or defending the claim, as well as any and all other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

1. In connection with any claim in which an Owner is alleged to have violated a provision of this article or of the Declaration, Bylaws, Articles, Policies, or rules and regulations of the Association and in which the court finds that the Owner prevailed because the Owner did not commit the alleged violation:

a. The court shall award the Owner reasonable attorney fees and costs incurred in asserting or defending the claim; and

b. The court shall not award costs or attorney fees to the Association. In addition, the Association shall be precluded from allocating to the Owner's account with the Association any of the Association's costs or attorney fees incurred in asserting or defending the claim.

2. An Owner shall not be deemed to have confessed judgment to attorney fees or collection costs.

3. Any controversy which may be litigated hereunder may be submitted to mediation by either party to the controversy prior to the commencement of any legal proceedings. The mediation agreement, if one is reached, may be presented to the court as a stipulation. Either party to the mediation may terminate the mediation process without prejudice. If either party subsequently violates the stipulation, the other party may apply immediately to the court for relief.

ARTICLE IX GENERAL PROVISIONS

A. **Duration, Revocation, and Amendment.** Each and every provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended during the first twenty (20) year period, and during subsequent extension thereof, by any instrument approved in writing by Owners of at least sixty-six (66%) of the Lots within the Association. Notwithstanding the foregoing, the Board may adopt and record any amendment of this Declaration in order to make the Declaration comply with Colorado law without the approval of Members. Any such amendment shall be effective when duly recorded in the records of the Clerk and Recorder of Mesa County.

B. **Variances.** The Association hereby reserves the right to grant a reasonable variance or adjustment of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted if the variances or adjustments are not materially detrimental or injurious to other property or improvements of the Subdivision and shall not defeat the general intent and purpose of these restrictions.

C. **Compliance with CCIOA.** This Declaration is intended to comply with CCIOA, and shall be interpreted in light of the provisions of said Act.

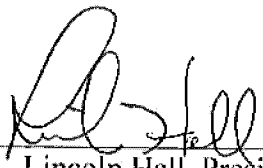
D. **Severability.** Invalidation of any of the covenants, restrictions, or other provisions contained in this Declaration by judgment or court order, or by existing law, or a modification or change in the law, shall in no way affect or limit any other provisions which shall remain in full force and effect.

E. **Conflict of Provisions.** In case of any conflict between this Declaration, the Articles of Incorporation, or Bylaws of the Association, this Declaration shall control, unless such provision is contrary to law. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control. Any provision that is contrary to law shall be unenforceable and void.

F. **Registration by Owner of Mailing Address.** Each Owner shall register his or her mailing address and email address with the Association, and all notices or demands intended to be served upon an Owner shall be sent by either regular, registered, or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address, or by an email address provided by such Owner. However, if any Owner fails to so notify the Association of a registered address, then any notice or demand may be sent to such Owner at the address of such Owner's Lot. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, to the registered agent of the Association until such address is changed by the Association, or by electronic means.

ADOPTED AND APPROVED this 20th day of June, 2024:

CHERRYHILL HOMEOWNERS' ASSOCIATION

By: 
Lincoln Hall, President

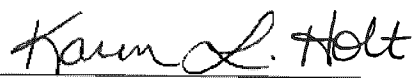
CERTIFICATION OF MEMBER APPROVAL:

I hereby certify that the foregoing Amended and Restated Declaration of Covenants for Cherryhill Subdivision was presented to the membership of the Association and was approved by written ballot by an affirmative "yes" vote of at least 16 of the 24 voting Members of the Association, constituting at least 67% of the members in accordance with C.R.S. § 38-33.3-217(1)(a)(I).

CHERRYHILL HOMEOWNERS' ASSOCIATION

By: 
Lincoln Hall, President

ATTEST:

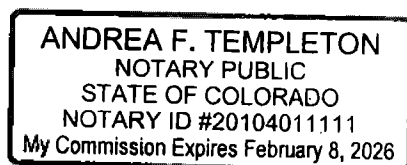
By: 
Karen Holt, Secretary

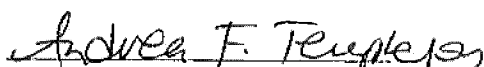
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing certification and Amended and Restated Declaration of Covenants for Cherryhill Subdivision was acknowledged before me this 20th day of June, 2024 by Lincoln Hall as President, and Karen Holt, as Secretary of Cherryhill Homeowners' Association.

Witness my hand and official seal.

My commission expires: 2-8-26




Notary Public