

5 PAGE DOCUMENT

**TENTH AMENDMENT AND SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR SUMMER HILL SUBDIVISION ADDING FILING 7a**

This Tenth Amendment and Supplemental Declaration ("Tenth Amendment") is made at Grand Junction, Colorado, as of March 27, 2015, by Paradise Hills Properties, LLC ("Declarant"), a Colorado limited liability company.

RECITALS

A. Declarant or its predecessor has previously caused to be recorded the Declaration of Covenants, Conditions and Restrictions of Summer Hill Subdivision (the "Original Declaration") in Book 2680 at page 271 of the Mesa County, Colorado, real estate records; a First Amendment to the Original Declaration ("First Amendment") in Book 3007 at page 901; a Second Amendment to the Original Declaration ("Second Amendment") in Book 3086 at page 365; a Third Amendment to the Original Declaration ("Third Amendment") in Book 3087 at page 355; a Fourth Amendment to the Original Declaration ("Fourth Amendment") in Book 3113 at page 772; a Fifth Amendment to the Original Declaration ("Fifth Amendment") in Book 3248 at page 48; a Sixth Amendment to the Original Declaration ("Sixth Amendment") in Book 3410 at page 630; and a Seventh Amendment to the Original Declaration ("Seventh Amendment") in Book 3786 at page 946; an Eighth Amendment to the Original Declaration in Book 4556 at page 857 ("Eighth Amendment"); and a Ninth Amendment to the Original Declaration in Book 4647 at page 110 ("Ninth Amendment"). A First Supplement to the Ninth Amendment to the Original Declaration was also recorded in Book 5500 at page 457 ("First Supplement to Ninth Amendment"). The Original Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment and First Supplement to Ninth Amendment are referred to together in this Tenth Amendment as the "Declaration." Capitalized terms in this Tenth Amendment have the same meaning as in the Declaration unless specifically otherwise defined in this Tenth Amendment.

B. Under Section 14.05 of the Declaration and Section 15.05 of the Ninth Amendment, the original Declarant and any successor Declarant has the right to expand the lands covered by the Declaration by adding additional Units, Lots and Common Area within certain described area(s) by one or more duly recorded Supplemental Declarations.

C. Declarant wishes to further expand the lands covered by the Declaration to include real property ("Filing 7a") in Mesa County, Colorado, legally described as follows:

All of Summer Hill Filing No. 7a, Except Tract A

Filing 7a is within the area of lands to which expansion of the Property is permitted by Section 14.05 of the Declaration and Section 15.05 of the Ninth Amendment.

D. Declarant, for itself and any successor declarant, reserves the continuing right to further expand the coverage of the Declaration in accordance with the provisions of Section 14.05 of the Declaration and Section 15.05 of the Ninth Amendment.

THEREFORE, Declarant declares that:

TERMS

1. General. All of the above Recitals are true and are incorporated into the Terms of this Tenth Amendment. All of Filing 7a shall be held, sold and conveyed subject to the Declaration, which covenants shall run with the land and be binding on Declarant and its successors and assigns, the Association and its successors and assigns, and all persons and entities now or later having any right, title or interest in all or any part of Filing 7a. Each of the Lots in Filing 7a is a Patio Home Lot as defined in Section 1.26 of the Declaration and Section 1.31 of the Ninth Amendment.

2. Plat Map. A map or plat of Filing 7a is recorded as Reception Number 2719246 and incorporated herein by this reference. That map shall constitute a supplemental parcel map under Section 14.05(d) of the Declaration. This Tenth Amendment is recorded to make the Declaration operative to Filing 7a as provided in Section 14.05(d) of the Declaration and Section 15.05(d) of the Ninth Amendment and applicable law.

3. Effect of Expansion on Assessments. Assessments levied by the Association as provided in the Declaration after the recording of this Tenth Amendment shall reflect the increase in the number of Units caused by the expansion of the lands covered by the Declaration to include Filing 7a and shall be levied against all Units, including Units on Lots which are part of Filing 7a. The recording of this Tenth Amendment shall not alter the amount of, or liability for, the Assessments assessed to a Unit prior to its recording. Despite inclusion of additional Units under the Declaration by this Tenth Amendment, each Owner shall remain fully liable with respect to their obligation for the payment of all prior Assessments of the Association, including without

limitation, those relating to the expenses for all Common Area and any related costs and fees.

4. Noise Mitigation Disclosure. This provision shall apply to all Lots in Filing 7a. Declarant states that Filing 7a is located in proximity of Walker Field Airport and that, as a result, prospective Owners should be aware that sound insulation and construction measures to mitigate noise impact are suggested, but not required, for design of new construction of all Lots within Filing 7a to address this issue, which include but are not limited to:

- (a) Orientation of structures so that noise sensitive areas, such as TV rooms and bedrooms, are shielded from the flight path;
- (b) Use of additional external cladding, such as brick or masonry, rather than siding whenever practical;
- (c) Where siding is used, external cladding of sound-deadening board, multi-layer gypsum board or furred-out interior wall construction;
- (d) Use of heavy roofing materials, preferably with an attic rather than single-joint construction and with use of R-19 or better insulating batts in the attic and R-11 to R-15 insulating batts in the wall construction; open beam ceilings are not recommended or advisable;
- (e) Use of properly installed acoustical windows of an appropriate STC rating;
- (f) Avoidance of large picture windows and sliding glass doors on dwelling walls facing the flight path;
- (g) Use of solid-core exterior doors with storm windows or, preferably, specialty acoustical doors;
- (h) Elimination of unnecessary openings, for example, through-the-wall air- conditioners, vents, chimneys, skylights and whole-house attic fans. Baffle or shield those areas utilized and give careful attention to weatherstripping and seals;
- (i) Forced-air HVAC systems with fresh air replenishment are recommended;

The Walker Field Airport Master Plan and your building contractor should be consulted for further information regarding these guidelines for design of new construction.

5. Party Walls. This provision shall apply to all Lots that are subject to this Tenth Amendment.

(a) For purposes of this provision, the term "Party Wall" shall mean any single common wall between Townhomes on adjacent Patio Home Lots ("Adjacent Townhomes"), plus all exterior materials joining Adjacent Townhomes, whether or not they share a single common wall, including without limitation exterior walls and finishes on those walls, sub-roof and shingles or other surface roofing materials, plus any structural materials (such as roof trusses, stem walls and framing) joining or spanning any gap between Adjacent Townhomes, whether or not they share a single common wall.

(b) Maintenance, Repair and Replacement. The Owners of Lots on which are located Adjacent Townhomes shall share equally in the cost of all maintenance, repair and replacement of the Party Wall between the Adjacent Townhomes, unless such maintenance, repair or replacement is caused or necessitated solely by the act or omission of the Owners of one of those Adjacent Townhomes or the family member, household member guest, invitee, tenant, employer agent or other person or entity under the direct or indirect control of that Owner (together "Related Parties"), in which case that Lot Owner shall be solely responsible for the cost of such maintenance, repair or replacement. If any maintenance, repair or replacement is caused or necessitated by the act or omission of Owners or Related Parties from both Adjacent Townhomes and in anything but equal proportions, the Owners of the Lots on which those Adjacent Townhomes are located shall bear the costs of such maintenance, repair or replacement in proportion to the fault of those Owners, including their Related Parties. Any costs under this subsection (b) may be the subject of any Assessment by the Association, if the Owner of one or both of the Adjacent Townhomes fails to pay for or perform maintenance, repair or replacement of the Party Wall in accordance with this Declaration.

(c) Right to Contribution. An Owner's right to contribution from the Owner of the other of the Adjacent Townhomes under subsection (b) shall run with the land and shall pass to such Owner's heirs, personal representatives, successors and assigns.

(d) Design Control. Any change in the structure, construction or exterior appearance of a Party Wall shall be submitted to the ACC prior to such change as required in the Declaration. If the Owners of Adjacent Townhomes are unable to agree on any aspect of the maintenance, repair or replacement of the Party Wall between the Adjacent Townhomes, each such Owner agrees, by

acceptance of ownership of the subject Patio Home Lot, to submit the dispute to the ACC as a submission for architectural control under the Declaration. The ACC's decision shall be treated as an arbitrator's decision, binding on both parties, and the parties shall be obligated to complete the maintenance, repair or replacement in accordance with the decision of the ACC.

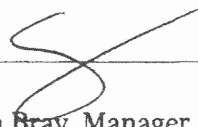
6. Additional Common Area. Tracts 3-4, 7-1, 7-2, 7-3 and 7-4 in Summer Hill Filing No. 7a shall be held and maintained by the Summer Hill Subdivision Homeowners Association as Common Area in accordance with the Original Declaration, as amended.

7. Severability. Invalidation of any covenant, restriction or provision contained in this document 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 case of conflict between the Declaration (as supplemented by this Tenth Amendment) and the Articles or the Bylaws of the Association, the Declaration as amended and supplemented shall control.

DECLARANT:

PARADISE HILLS PROPERTIES, LLC
a Colorado limited liability company



By: Kevin Bray, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this day of 27th day
March 2015 by Kevin Bray as Manager of Paradise Hills Properties, LLC, a
Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 11-4-2018



Notary Public

