

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS
OF THE FALLS**

RECITALS

A. On October 23, 1980, Robert P. Gerlofs, Sharon M. Gerlofs, Dee A. Brinegar and Evelyn Patricia Brinegar (collectively the "Declarant") submitted the real property described on the plat for the Falls, Filing No. One, as Amended, and as subsequently amended and/or replatted, to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc., which was recorded in the real property records of Mesa County, Colorado at Reception Number 1238074, in Book 1281 at Page 429 ("Original Declaration").

B. In addition, the following documents have also been recorded in the real property records of Mesa County, Colorado:

1. Falls 2004 Homeowners Association, Inc., a Colorado Corporation in the City of Grand Junction, Mesa County, Colorado, Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded in the real property records of Mesa County, Colorado on March 31, 2006, at Reception Number 2309393, in Book 4125 at Page 228.

2. Consent to Proposed Amendment to Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc., dated December 2, 2004, for the Falls Filing No. One, as Amended, recorded in the real property records of Mesa County, Colorado on October 23, 2006, at Reception Number 2344784, in Book 4276 at Page 70.

3. First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions Recorded March 31, 2006, recorded in the real property records of Mesa County, Colorado on May 15, 2007, at Reception Number 2380671, in Book 4424 at Page 824.

C. The Owners within the Falls Community desire to amend and restate the Original Declaration by virtue of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of the Falls ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments, consents and supplements thereto, including all of those listed above, shall be superseded and replaced by this Declaration.

D. The Original Declaration provides for and allows for this Declaration in Article VIII, Section 3, which provides as follows:

The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

E. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217, the required approval of seventy-five percent (75%) of the Owners for amendment is now void.

F. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217, the amendment requirement for this Declaration is now 67% of the Owners.

G. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

H. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;

I. The purpose of the Association as provided in the Declaration is to promote the social welfare, common good and general welfare of the people of the community, to protect the value and desirability and to enhance the safety and habitability of the community, and to bring about civic betterments and social improvements in the community.

J. At least 67% of the Owners have approved this Declaration as required by C.R.S. §38-33.3-217.

NOW THEREFORE, the Original Declaration and all amendments and supplements thereto are replaced and superceded by the covenants, servitudes, easements and restrictions set forth below:

PREAMBLE

In compliance with the Colorado Interest Ownership Act, C.R.S. §38-33.3 -101, et. seq, as applicable to communities created prior to July 1, 1992, all of the properties described in Exhibit A attached hereto and incorporated herein by reference shall be held, sold, and conveyed subject to certain easements, restrictions, covenants and conditions which are for the purpose of protecting the value, desirability, and attractiveness of properties which

shall run with the properties and be binding on all parties having or acquiring any right, title, or interest in the properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

1. Articles shall mean the Articles of Incorporation of the Falls 2004 Homeowners Association which are filed in the office of the Colorado Secretary of State as such Articles may, from time to time, be amended.
2. Association shall mean and refer to the Falls 2004 Homeowners Association, the successor in interest of all rights, obligations and duties of the Falls Homeowners Association, Inc., named in the Original Declaration.
3. Board or Board of Directors shall mean the body elected by the Owners to act on behalf of the Association.
4. Bylaws shall mean the Falls 2004 Homeowners Association Bylaws, as such Bylaws may, from time to time, be amended.
5. Common Area shall mean and refer to all real property, including improvements, owned by the Association for the common use and enjoyment of the Owners.
6. Committees shall mean individuals appointed to committees pursuant to the Bylaws by the Board of Directors to perform certain functions on behalf of the Association for the benefit of the Owners.
7. Governing Documents shall mean this Declaration, the plats or maps of the community, the Articles, the Bylaws and any Rules and Regulations of the Association, as any or all of the foregoing may be amended from time to time.
8. Lot shall mean and refer to any plot of land shown upon any recorded plat of the Property with the exception of Common Area, if any.
9. Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
10. Person shall mean a natural person, a corporation, partnership, trust or other legal entity.
11. Property shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

11. Rules and Regulations shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the community and/or clarification of this Declaration, the Bylaws or the Articles.

ARTICLE 2

POWERS AND DUTIES OF THE ASSOCIATION

1. Compliance with Law. The Association shall observe and comply with the laws of Colorado governing non-profit corporations and community associations.

2. Association's Right to Interpret. The Association, acting through the Board, shall have the right and power to interpret and enforce the provisions of the Governing Documents in its sole discretion, exercised in good faith and independently of the Owners' decisions. Owners shall have the right to appeal any decision of the Board in accordance with any policies and procedures for appeals or dispute resolution as adopted by the Board from time to time.

3. Investigation of Alleged Violations. The Board shall adopt policies and procedures for investigation, determination and decisions regarding alleged violations of the Governing Documents. All Board decisions (e.g. architectural rulings) shall be in writing and signed by not less than two members of the Board of Directors in accordance with any written policies and procedures established by the Board.

4. Enforcement of Violations.

(a) Unless otherwise specified, enforcement of the Governing Documents set forth herein may be by proceedings at law or equity brought by the Association, acting through the Board, or any aggrieved member of the Association, pursuant to the authorization of the Board, against any person or persons violating or attempting to violate any provision of the Governing Documents, either to cure the violation or to recover damages for failure to cure a violation. In addition, the Board may impose reasonable monetary fines, after notice and opportunity for a hearing, which fines shall constitute a lien upon the violator's Lot and shall be collectible by the Association as an assessment. The Board shall establish a schedule of fines for violations of the Governing Documents (See the policies and procedures established by the Board). The Owner's rights in relation to enforcement shall be in accordance with any policies and procedures established by the Board for enforcement of violations.

(b) Hearings Before the Board.

(ii) Any Owner who fails to respond to a notice of violation of the Governing Documents from the Association, or fails to correct a violation, shall be entitled to a hearing before the Board or an impartial decision

maker prior to the imposition of any fine in accordance to the established procedures of the Association. All decisions and rulings by the Board or the impartial decision maker shall be final.

(ii) The Board shall establish a schedule of fines for violation of the Governing Documents.

(iii) If an Owner violates a provision of the Governing Documents, the Board shall have the right and authority to refer the matter to the Association's attorney to initiate legal action, and further to charge the Owner in question with all costs, expenses and attorney fees incurred as a result of such enforcement.

(c) In addition to the foregoing, in the event any Owner fails to comply with a written Board directive or order concerning a violation of the Governing Documents, the Board shall have the right and authority to perform the subject matter of such directive or order and all costs, expenses and attorneys' fees incurred as a result of such enforcement or performance shall be charged to the Owner in question and may be recovered by the Association as an assessment.

(d) If a violation of the Governing Documents occurs, and if the Association, acting through the Board, fails to act pursuant to its powers set forth in the Governing Documents to enforce the violation, and after making an unsuccessful demand in writing to the Association to carry out enforcement, any Owner within the community shall have the right to act as plaintiff in any action against the violating Owner at the plaintiff Owner's sole cost and expense and, if the plaintiff Owner prevails in such action, to recover his or her costs and attorney fees incurred in bringing such action against from the violating Owner, as determined by the Court.

5. Liability. No member of the Board nor any member of any Committee established by the Board, shall be liable because of any action he/she takes, or fails to take, pursuant to the Governing Documents, and Owners agree jointly and severally to hold members of the Board and members of any Committee established by the Board, now, in the past or in the future, free and harmless from any claims and liabilities whatsoever from the operation of this section.

6. Insurance.

(a) The Association shall obtain public liability and property damage liability insurance covering any Common Area, in such limits as the Board may determine from time to time, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

(b) The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees.

(c) The Association shall obtain directors' and officers' personal liability insurance to protect the officers, Board members, Committee members and any person acting at the direction of the Board from personal liability in relation to their duties and responsibilities in acting as officers, Board members, Committee members or otherwise on behalf of the Association.

(d) Each Owner has the responsibility to obtain hazard insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to their Lot, or other property of that Owner located on such Lot, and liability insurance covering any injuries occurring to persons or property damages on a Lot.

ARTICLE 3 ASSOCIATION ASSESSMENTS

1. Creation of Lien and Personal Obligation for Assessments. Each Owner of any Lot within the Property, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as provided in this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney's fees incurred by the Association in the collection of such assessments, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees incurred by the Association in the collection of such assessment, shall also be the personal obligation of the Owner of the Lot against which such assessment is made at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

2. Budget and Rate of Assessments.

(a) Effective the first full fiscal year after this Declaration is adopted and becomes effective, and for each year thereafter, the Board of the Association is to prepare and approve a proposed budget at least annually.

(b) Within 90 days after the Board's adoption of the proposed budget, the Board must mail or deliver a summary of the proposed budget to all Owners and set a date for a meeting to consider the proposed budget.

(c) Notice for the meeting at which the budget will be considered must be mailed not less than 10 days nor more than 50 days before the meeting.

(d) At the meeting, unless at least 51% of the Owners present at the meeting in person or by proxy reject the proposed budget, the proposed budget becomes the approved budget of the Association.

(e) In the event the proposed budget is rejected by at least 51% of the Owners present at the meeting in person or by proxy, the budget last ratified is continued until such time as a subsequent budget proposed by the Board is ratified as provided in this section.

(f) The annual assessment and any special assessments shall be allocated equally to all Lots.

3. Special Assessments. In addition to the annual assessment authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for unexpected, unbudgeted or extraordinary expenses, provided that any such special assessment shall have the assent of 51% of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose. Notwithstanding the above, during the Association's regular business year, if an unexpected or unforeseeable circumstance causes a deficit beyond the Association's available funds, the Board may levy a special assessment for the purpose of defraying, in whole or in part, the amount required to satisfy the particular amount or amounts due without the approval of the Owners.

4. Nonpayment of Assessments. Any assessment not paid within twenty (20) days of the due date shall be delinquent and shall bear interest from the due date at the rate established by the Board of Directors, on a per annum basis to accrue monthly from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board. The Association may bring an action to collect all delinquent assessments against the Owner personally obligated to pay the same, or may foreclose the assessment lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. In addition the policies and procedures established by the Board in relation the collection of assessments and to any other remedies herein or by law provided, the lien herein established may be foreclosed by an action in the court having jurisdiction over the Property in the manner of foreclosure of common law mortgages, pursuant to the law and statutes of the State of Colorado, and subject to all the rights and duties therein provided, including redemption.

5. Subordination of the Lien to Mortgages. The lien of the Association under this Article is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Original Declaration; (2) a first lien security interest on the Lot (except as allowed by Colorado law with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Lot shall not affect the lien for said assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any assessment charges thereafter becoming due, nor from the lien thereof.

ARTICLE 4 USE AND BUILDING RESTRICTIONS

1. Residential Use. Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Article.
2. Sheds. Sheds used for storage shall be allowed if approved by the Association. The shed shall not be visible from any street.
3. Vehicles and Parking.
 - (a) No Lot shall be used to store non-operating unlicensed vehicles or commercial vehicles and equipment.
 - (b) Motor homes, boats, trailers, house trailers, campers and any other recreational items must not be visible from the street.
 - (c) No large commercial trucks, tractors, trucks and trailers, travel trailers, farm machinery, construction machinery, motor homes, boats or any non-operating vehicles or machinery may be parked at the curb or on the sidewalk or left in open driveways, with the exception for the temporary purpose of loading and unloading for a maximum of seventy two (72) hours.
 - (d) Except as provided above, parking of vehicles on any portion of the driveway, except within the enclosed garage located on the Lot, shall be limited to vehicles which must be registered and operable. Exceptional circumstances may be considered by the Board on a case-by-case basis based upon a written request from the Owner. The Board shall document its decision in writing and provide

the requesting Owner a copy of such decision. The Board's written decision shall also be placed in the Association's records.

4. Tents, Shacks and Temporary Structures. No tents, shacks, trailers, vehicles, patio or outbuilding shall be used on any Lot as a residence or storage, either temporarily or permanently, nor shall any residence of a temporary character be constructed, placed or erected on any Lot.

5. Signs.

(a) Common outdoor signs, displayed on private property that do not require prior Board approval are signs such as those advertising "Property for sale", "No soliciting", "Beware of dog", "Private property", personal name plates, house numbers and alarm system signs. The signs must be professionally made, kept in good repair and appearance, and located on the Owner's Lot.

(b) Political signs, defined as signs that carry a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue, may be displayed on an Owner's or resident's Lot no earlier than 45 days before the day of an election and no later than 7 days after the day of the election. The number of political signs that may be displayed on any one Lot is limited to one political sign per political office or ballot issue that is contested in a pending election. The maximum size of any political sign shall be the lesser of the maximum size allowed by the City of Grand Junction or Mesa County, Colorado or thirty-six by forty-eight inches.

(c) Short term, temporary signs such as garage or yard sale signs are allowed on an Owner's or resident's Lot, but must be removed at the end of the sale or event.

(d) Signs of any other nature must have prior Board approval and meet the City of Grand Junction ordinance requirements, if any.

6. Animals.

(a) Keeping, raising and/or breeding of animals and reptiles of any kind on any Lot for commercial purposes is prohibited.

(b) Animals commonly construed as farm animals shall not be kept or allowed on any Lot. Farm animals shall include, but not be limited to, turkeys, chickens, ducks, pigeons, goats, rabbits, horses and cows.

(c) Possession of legally imported rodents, reptiles, subtropical birds, and other exotic species as pets, including any animal considered "wild" native to Colorado, are regulated by federal and state laws. Local health department

regulations also apply for disease control. Owners and residents are required to consult with the Colorado Department of Wildlife and the health department to determine what is legal to have in Colorado. If a license or a permit is required, the Owner or resident must provide proof of such license to the Board.

(d) Possession of any animal, reptile, fowl or any other living species illegally captured or imported is prohibited.

(e) Pet owners must at all times keep their pets on a leash when taking their pets outside of their Lot and into the neighborhood. Pets must not be allowed to run loose in the neighborhood whether accompanied by their owners or not.

(f) Pet owners shall not allow their pets to relieve themselves on other Owner's Lots or on any portion of the Common Area.

(g) Pet owners shall clean up after their pet if it relieves itself on any sidewalk, gutter, street, Common Area or private property.

(f) Grand Junction City Ordinance A-4, chapter 4, section 3 restricts household pets to 3 adult dogs and 3 adult cats. No Owner or resident shall harbor pets in excess of this number.

7. Exterior Lights. No exterior lighting fixtures shall be installed on any Lot without adequate and proper shielding of the fixtures to avoid becoming an annoyance or nuisance to adjoining neighbors. Violations shall be within the discretion of the Board. With Association approval, neighbors may join together and approve a neighbor's installation of an "arc light", similar to a street light, for security purposes.

8. Drainage. Owners shall not in any way deliberately or through negligence, cause drainage from their Lot onto another Owner's Lot, but shall make adequate provisions for proper drainage.

9. Wells. There shall be no wells for the production of water, oil or gas operated on any Lot, nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business. If the mineral rights have been severed from the title to the Lot and the mineral rights are held by a third party, that third party shall have a right to excavate or otherwise exploit such mineral rights in accordance with any applicable laws or ordinances.

10. Commercial Business. If a Lot is to be used for commercial or business purposes, the Owner or resident of that Lot shall notify the Board of Directors as to the nature of the business prior to transacting business. The business shall not adversely impact other Owners or residents or the neighborhood through noise, traffic, parking, or become an annoyance or nuisance in any way. The Owner or resident conducting the business shall obtain and comply with the requirements of the City of Grand Junction's home occupation permit, if applicable.

11. Leasing.

(a) Owners who rent their Lots to any non-Association member shall notify the Association Secretary in writing providing the names and telephone number of the tenants and date of occupancy of the Lot by the tenants. In addition, the Owner shall provide the Association with current contact information for the Owner.

(b) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the Governing Documents of the Association.

(c) The Owner shall be held responsible for any violation of the Governing Documents committed by the tenant or tenants and shall be subject to the provisions of their enforcement.

12. New Construction Only. No buildings of any kind shall be moved from any other place onto any Lot, or from one Lot to another Lot, without the prior written approval of the Board.

13. Non-Permitted Uses. Owners and any other persons occupying a Lot agree that nothing shall be done or kept on the Lot which would be in violation of any law. No obnoxious or offensive activity shall be carried on within any Lot, nor shall anything be done thereon which may be or becomes an annoyance nuisance to others.

**ARTICLE 5
ARCHITECTURAL REVIEW AND APPROVAL**

1. Prior Approval Required. No structures, including residences, outbuildings, accessory buildings, fences, walls, exterior lighting, landscaping, or any other improvements shall be constructed, erected, relocated, removed or installed on a Lot, nor shall any alteration or change to the exterior of a home or any other exterior improvements on a Lot or to any structure or any attachment to the exterior of a home or other improvement on a Lot (including paint, awnings, patios, decks, or shutters), be commenced until complete plans and specifications have been approved in writing by the Board. No building shall be located on any Lots in front of the setback line as shown on any recorded plat for the community.

2. Painting. Prior to exterior house painting, selection of colors must be approved, in writing, by the Board, in advance of painting.

3. Fences. Written approval by the Board or its representative is required prior to fences being installed on any Lot. The plans and specifications must show location, material, color and height, which shall not exceed six feet. Owners planning to install a

fence should consider how their fence will impact their neighbors as this will be taken into consideration by the Board. Except for wood fences in existence on the date of the recording of this Declaration, no wood fences shall be allowed, and all new or replacement fences shall be constructed of non-wood materials as approved by the Board.

4. Reply and Communication. In the event the Board, in its sole discretion, fails to approve or disapprove any plans and specifications submitted to it for approval within thirty-five (35) days after submission to the Board and acknowledgement of receipt thereof by the Board to the Owner submitting such plans and specifications, such approval will not be required and this section will be deemed to have been fully complied with.

5. Liability. Neither the Board nor any member thereof shall be responsible for structural inadequacies or other defects of any kind or nature whatsoever, in any plans and specifications submitted to the Board and/or in the structure or improvements erected in accordance therewith.

6. Grandfather Clause. Any exterior structures or improvements, such as fences, storage sheds, patios, decks and landscaping that existed prior to the recording date of this Declaration, shall be grandfathered in and accepted as they existed, subject to normal up-keeping, repair and maintenance. Any replacement of any such grandfathered structures or improvements shall require approval by the Board as provided herein.

7. Permits. The Board must be notified before any Owner or resident requests any building permit required by the City of Grand Junction.

ARTICLE 6 MAINTENANCE

1. Lot Maintenance.

(a) It shall be the sole responsibility of each Owner to keep his or her Lot, including all structures and improvements on the Lot, in a good and sound condition. Such maintenance shall include but not be limited to keeping the Lot free of trash and debris, keeping any and all vegetation (lawns, bushes, trees, flower gardens) trimmed and cut at regular intervals to maintain the same in a neat and attractive manner.

(b) No weeds, rubbish, debris, garbage, objects or large articles taller than the fence level, waste materials, inoperable and/or unregistered motor vehicles shall be placed or permitted to accumulate upon and remain on any portion of a Lot, which would render it unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof.

(c) All front and side yards visible from the streets shall be satisfactorily landscaped and include at least 20% living landscape vegetation. Any redesign of

existing landscaping or replacement of existing landscaping requires the prior written consent of the Board or its designated representative who shall have the right to approve or reject such landscaping, on the basis of aesthetic consideration and the impact on the neighborhood properties.

(d) If an Owner paints or stains the fence on his or her Lot, it must be kept in continuous maintained condition. Warped rails or posts and any missing or split pickets, must be replaced immediately.

(e) The City of Grand Junction Municipal Code, Section 32-9, requires sidewalks adjoining any residential property to be cleared of snow, ice and debris within 24 hours after a snow fall. Accordingly, Owners are responsible for snow removal on sidewalks adjoining their Lots.

(f) Upon the failure of an Owner to maintain his or her Lot as provided herein, the Board, at its discretion by a majority vote, shall have the right to arrange for the correction, repair, clean-up or restoration of the exterior of the Lot to its original or satisfactory condition at the expense of the Owner.

(g) If any structure or improvement on a Lot is damaged by fire or other casualty, the Owner agrees to make repairs and/or reconstruct the damaged or destroyed structure or improvement within a reasonable time, whether they have insurance or not.

2. Common Area Maintenance. The Association is charged with the direct and continuing responsibility for maintenance, repair, replacement, operation, protection, extension and improvement of the Common Area and for the promulgation of Rules and Regulation governing its use. The Common Area shall not be used as a dumping ground for rubbish, trash, parking of vehicles, storage of vehicles, boats, trailers, campers, house-trailers, and/or any other object or equipment.

3. Party Walls. Concerning party walls built as a part of the original construction of the homes upon the Lots and placed on the dividing line between the Lots, the general rules of law regarding party walls and liability for property damage due to negligence or willful act or omissions shall apply thereto. The Association will not be a party in the event of any dispute concerning a party wall.

ARTICLE 7 MISCELLANEOUS PROVISIONS

1. Notices. Any notice permitted or required to be delivered as provided herein may be delivered personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after said correspondence has been deposited in the United States Mail, postage prepaid. Depending upon the nature of the correspondence, it may be sent by "regular" or certified mail, addressed to each such person at the last known residence or domicile on record with the Association secretary.

2. Ownership Changes by Sale of Lot. Within 15 days of a closing on any Lot, the new Owner shall register his or her mailing address with the Association. If such address changes subsequently, the Owner shall provide the Association with the updated mailing address within 15 days of such change.

3. Informing Heirs. Each Lot Owner who plans to transfer his/her Lot to an heir shall inform the heir or heirs of this Declaration prior to the time of inheritance.

4. Waiver. No delay or omission in the enforcement of any of the provisions in the Governing Documents by the Association shall impair the enforcement thereof or be construed as a waiver. The consent to or approval of any act not in compliance with the Governing Documents shall not be deemed to constitute a waiver of the requirements of compliance therewith. Any such waiver must be in writing by the Board and must be by unanimous vote of the Board. The Board may make no waiver that would violate any Federal, State or local law or ordinance. Any such waiver obtained pursuant to this section shall not be deemed a subsequent waiver of the same or any other provision of the Governing Documents.

5. Attorneys' Fees. If an Owner fails to pay any assessment as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner shall be charged as an assessment and shall constitute a lien against the Lot.

6. Severability. The provisions hereof shall be deemed independent and severable. The invalidity, partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

7. Amendment. Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of at least 51% of the Owners. An amendment with requisite approval shall be effective upon recording in the office of the Clerk and Recorder of Mesa County, Colorado.

8. Transfer or Sale of Common Area.

- (a) The right of the Association to transfer, sell or dedicate any part of the Common Area requires the approval of sixty-seven percent (67%) of the Owners eligible to vote.
- (b) Approval by the Owners for the transfer, sale or dedication of any part of the Common Area authorizes the Board to:
- (i) Prepare the purpose and conditions and/or stipulations pertaining to the transfer, sale or dedication, such as landscaping, maintenance, repairs, construction or otherwise;
 - (ii) Prepare a notice of sale, and to indicate the kind of sale, such as limited or general public bids, auction or real estate listing.
 - (iii) Evaluate all prospective buyers that it considers would best benefit the members of the Association and present the Board's selection to the members.
- (c) The approval by sixty-seven percent (67%) of the Owners eligible to vote will consist of all members of record of the Association who have fully paid all assessments. Members who have not paid their assessments or who owe money to the Association will not be entitled to vote, and for purposes of calculating the sixty-seven percent (67%), their membership interest will be excluded.
- (d) The request for proposals and responses, if any, will be maintained by the Board's Secretary and may be inspected by any Owner prior to or at any meeting of the Owners held to consider such sale. The specific proposals and responses will not be mailed to Owners as part of the notice process.

The undersigned, being the President and the Secretary of the Falls 2004 Homeowners Association, hereby certify that this Declaration has been approved by at least 67% of the Owners as required by C.R.S. §38-33.3-217.

Falls 2004 Homeowners Association,
a Colorado nonprofit corporation,

By: 

President

ATTEST:

By: 

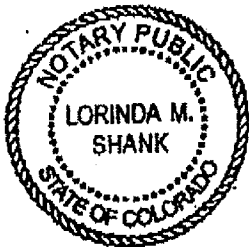
Secretary

STATE OF COLORADO

COUNTY OF

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) ss.
)

The foregoing Declaration was acknowledged before me by Benjamin Lee, as President and by Muriel L. Myers, as Secretary, of the Falls 2004 Homeowners Association, a Colorado nonprofit corporation, on this 21 day of August, 2009.



My Commission Expires 02/23/2013

Lorinda M Shank
Notary Public

My commission expires: 02/23/2013

EXHIBIT A

PROPERTY SUBJECT TO THE DECLARATION

All of the property depicted on the plat for the Falls 2004, recorded in the real property records of the Clerk and Recorder of Mesa County, Colorado on February 23, 2006, in Book No. 4100, at Pages 120 through 124 and at Reception Number 2303304, with the exception of Lot 1, Block 2.

Lot 1 on the plat of New Falls, recorded in the real property records of the Clerk and Recorder of Mesa County, Colorado on October 20, 2008, in Book No. 4747, at Pages 653 through 654 and at Reception Number 2463671.

Lot 20, Block 1 on the plat of the Falls – Filing No. One as Amended, recorded in the real property records of the Clerk and Recorder of Mesa County, Colorado on November 20, 1979, in Plat Book 12 at Pages 216 and 216 and at Reception Number 1208645.

Lots 1 and 2 on the plat of Jordan #2 Subdivision, recorded in the real property records of the Clerk and Recorder of Mesa County, Colorado on April 1, 2003, in Plat Book 19 at Page 293 and at Reception Number 2113268.

Lot 1 on the plat of Sheets Subdivision, recorded in the real property records of the Clerk and Recorder of Mesa County Colorado on October 24, 2003, in Plat Book 20 at Page 41 and at Reception Number 2155492.

Lots 3 and 4 on the Replat of Lots 1 through 4 and Tract A of the Falls Filing No. 4, recorded in the real property records of the Clerk and Recorder of Mesa County, Colorado on August 6, 1993, in Plat Book 14 at Page 138 and at Reception Number 1648390.

Lot 5 on the plat of the Falls Filing No. 4, recorded in the real property records of the Clerk and Recorder of Mesa County, Colorado on April 28, 1993, in Plat Book 14 at Page 106 and at Reception Number 1636872.

RECEPTION #: 2502748, BK 4907 PG 486 08/24/2009 at 11:32:36 AM, 18 OF 55, R
\$275.00 S \$1.00 Janice Rich, Mesa County, CO CLERK AND RECORDER

After Recording, Return To:

HindmanSanchez, P.C.
5610 Ward Road, Suite 300
Arvada, CO 80002
Attn: TKH

Aug 18 09 10:47a joseph leo

970-255-0923

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**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
583 1/2 Grand Cascade Way
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

The undersigned hereby consent(s) to the adoption of the Proposed Amended and Restated Declaration with minor revisions, if any, as authorized by the Board.

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The undersigned further authorizes the Board of Directors of the Association to take such further action as may be necessary, including but not limited to executing any necessary contracts and/or deeds, to effectuate the sales and conveyance of good title of Tract E and Tract B described above.

Finally, the undersigned hereby approves the sales of Tract E and Tract B as described above pursuant to the terms of the Proposed Amended and Restated Declaration, if the Proposed Amended and Restated Declaration is approved by 67% of the Owners in the Association.

Printed Name of Owner/s:

Dorothy A McDaniel ^{dm} 7/31/09 Erin R. McDaniel

Signature/s:

Dorothy A McDaniel Erin R. McDaniel

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

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585 GRAND CASCADE WAY GRAND JUNCTION, CO 81501
(insert your property address in the Falls community), acknowledge(s) that their property is subject to
that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners
Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and
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Finally, the undersigned hereby approves the sales of Tract E and Tract B as described above
pursuant to the terms of the Proposed Amended and Restated Declaration, if the Proposed Amended and
Restated Declaration is approved by 67% of the Owners in the Association.

Printed Name of Owner/s:

Joseph A. Leo

Gail P. Leo

Signature/s:

Joseph A. Leo

Gail P. Leo
8-3-09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

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585 1/2 Grand Cascade Way
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Printed Name of Owner/s:

Mary Ann Rayside

Signature/s:

Mary Ann Rayside

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
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AREA**

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587 1/2 Grand Cascade Way
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Printed Name of Owner/s:

Barrie Hudson Jacqueline Hudson

Signature/s:

Barrie Hudson Jacqueline Hudson 11/31/09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

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**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
589 Grand Cascade Way Grand Junction, Colorado
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Printed Name of Owner/s:

AM Myers & Co
Alvin J. Myers Muriel L. Myers

Signature/s:

Alvin J. Myers Muriel L. Myers

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

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8-10-09

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at 591 Grand Cascade Way Grand Junction, CO 81501 (insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

John L. Fitzgerald Maxine M. Fitzgerald

Signature/s:

John L. Fitzgerald Maxine M. Fitzgerald
S.P.O.A.

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

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7-31-09

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RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

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592 GRAND CASCADE WAY
(insert your property address in the Falls community); acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

LAUREN E. GUNDERSON

Signature/s:

Lauren E. Gunderson

AUGUST 19, 2009

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at

1792 S CO CASCADE WAY SJ
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

Larry Bolzer

ABZ

Signature/s:

Meredith Bolzer

Meredith Bolzer

8-3-09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

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**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

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594 Grand Cascade Way G.J. CO 81501
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Printed Name of Owner/s:

Robert K. Shaffer

Signature/s:

Robert K. Shaffer

8-03-09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520935.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
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Printed Name of Owner/s:

Dusty Geest

Dusty Geest

8-6-08

Signature/s:

Casey Geest

Casey Geest

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

595 GRAND CASCADE WAY

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
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Printed Name of Owner/s:

MICHAEL P. ROBERTS

7-31-2009

Signature/s:

Michael P. Roberts

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
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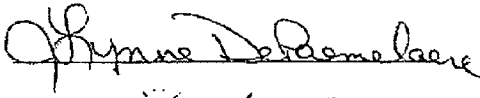
Printed Name of Owner/s:

Louis DeBemelaere

J. Lynne DeBemelaere

{05520955.DOC.1}

Signature/s:

 
8-4-09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
2840 CASCADE CT. GRAND JUNCTION, CO
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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The undersigned ratifies and approves the sale of Tract E of Falls 2004 ("Tract E"), to Ashbury Heights Cache, LLC, via warranty deed dated October 31, 2007, recorded in the real property records of the County of Mesa, State of Colorado, on November 2, 2007, at Reception Number 2410523.

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The undersigned further authorizes the Board of Directors of the Association to take such further action as may be necessary, including but not limited to executing any necessary contracts and/or deeds, to effectuate the sales and conveyance of good title of Tract E and Tract B described above.

Finally, the undersigned hereby approves the sales of Tract E and Tract B as described above pursuant to the terms of the Proposed Amended and Restated Declaration, if the Proposed Amended and Restated Declaration is approved by 67% of the Owners in the Association.

Printed Name of Owner/s:

Cheryl DiDonato

Randy DiDonato

Signatures:

Cheryl DiDonato
8-4-09

[Signature] 8-4-09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
2841 GRAND CASCADE CT
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

Joy Hibbert
Joy Hibbert
Signature/s:

Witnessed by Linda Rosenberg

8-4-09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
2841 1/2 Grand Cascade Pl. G.J., CO 81501
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

Jason Goetz

Ashley Beesley

Signature/s:

[Signature]

[Signature]

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
2842 Grand Cascade Ct
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:


Signature/s:

Lloyd W. TOMBAY July 31, 2009
RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

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2842 Grand Cascade Ct GT 81501
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

Benjamin Lee Bottoms
AMA
Benjamin L Lee

 8-1-09

Signature/s:

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
2843 GRAND CASCADE CT. G.J. CO 81501
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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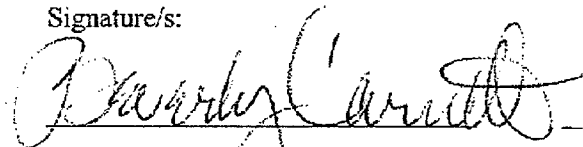
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Printed Name of Owner/s:

BEVERLY CARNEIT 08-09-2009

Signature/s:



RETURN TO:
Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
2843 1/2 Grand Cascade Ct. Grand Junction, CO
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

Natisha R. Littlejohn _____

Signature/s:

Natisha R Littlejohn 8-6-09 _____

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
2844 Grand Cascade Ct GJ Co 81501
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

Edward W. Boxwell 7-31-09
Signature/s: Edward W. Boxwell

A Baywell 7/31/09
Anna Boxwell

RETURN TO:
Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955,DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
2844 1/2 Grand Cascade St
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

Theresa Bowley Aug 1 2009

Signature/s:

Theresa Bowley Aug 1-2009

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC:1}

7/31/09

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA** 2845 GRAND CASCADE CT

The undersigned, as the owner(s) of the property and residence located at

(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

ROBERT A. DAHLIN

Mr. D. A. 7/31/09

Signature/s:

DONNA DAHLIN

Donna Dahlin 7/31/09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520953.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
2845 1/2 GRAND CASCADE COURT, GRAND JUNCTION, CO 81501
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

RICHARD T. NISLEY

STARR L. NISLEY

Signature/s:

7/31/09

Richard T. Nisley

Starr L. Nisley

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

7-31-09

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at

2846 GRAND FALLS DR.

(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

VINCE POPISH

Signature/s:

Vince Popish 8/3/09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

(05520935.DOC;1)

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
587 28 1/2 Rd Grand Jct, CO.
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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The undersigned further authorizes the Board of Directors of the Association to take such further action as may be necessary, including but not limited to executing any necessary contracts and/or deeds, to effectuate the sales and conveyance of good title of Tract E and Tract B described above.

Finally, the undersigned hereby approves the sales of Tract E and Tract B as described above pursuant to the terms of the Proposed Amended and Restated Declaration, if the Proposed Amended and Restated Declaration is approved by 67% of the Owners in the Association.

Printed Name of Owner/s:

KENNETH D SMITH / Lori R Anderson Smith

Signature/s:

Kenneth D Smith / Lori R Anderson Smith

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520953.DOC;1}

Aug 17 09 08:38p
joseph leo

970-255-0923
p.1

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
587 1/2 28 1/2 Rd NJ CO 81501
(insert your property address in the Falls community), acknowledge(s) that their property is subject to
that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners
Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and
supplemented by documents of record (the "Original Declaration"). The undersigned has/have been
provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions,
Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if
approved, will replace the Original Declaration in its entirety.

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Number 2469414.

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action as may be necessary, including but not limited to executing any necessary contracts and/or deeds,
to effectuate the sales and conveyance of good title of Tract E and Tract B described above.

Finally, the undersigned hereby approves the sales of Tract E and Tract B as described above
pursuant to the terms of the Proposed Amended and Restated Declaration, if the Proposed Amended and
Restated Declaration is approved by 67% of the Owners in the Association.

Printed Name of Owner/s:

Barny Wirtzel

Signature/s:

B Wirtzel

8-17-09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND LIENS OF THE FALLS AND TO THE
CONVEYANCE OF COMMON AREA**

The undersigned, as the owner(s) of the property and residence located at 589 28 1/2 Rd., Gd. Trl., CO 81901 (insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

Vera Mae Burkes Aug 08, 2009

Signature/s:

Dora Mae Burkes Aug. 08, 2009

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{03520933DCCJ}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at

591 28 1/2 Road

(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Finally, the undersigned hereby approves the sales of Tract E and Tract B as described above pursuant to the terms of the Proposed Amended and Restated Declaration, if the Proposed Amended and Restated Declaration is approved by 67% of the Owners in the Association.

Printed Name of Owner/s:

Jefferson Been

7-31-09

Signature/s:

J. Been

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

(05520955.DOC;1)

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
591 1/2 2nd Rd. Apt. 81501
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

Charles W Bader

Signature/s:

Charles W Bader

7-31-09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
597 1/2 28th RD GRAND JUNCTION, CO 81501
(insert your property address in the Falls community), acknowledge(s) that their property is subject to
that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners
Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and
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pursuant to the terms of the Proposed Amended and Restated Declaration, if the Proposed Amended and
Restated Declaration is approved by 67% of the Owners in the Association.

Printed Name of Owner/s:

Janice Rich

DORTHY JONES

Signature/s:

Harry A Jones

Dorthy Jones

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

7-31-09

{05520955.DOC:1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

599 28 1/2 G S CO 81501

The undersigned, as the owner(s) of the property and residence located at

(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

Patrick Brady

8-3-09

Signature/s:

Patrick Brady

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC:1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND LIENS OF THE FALLS AND TO THE
CONVEYANCE OF COMMON AREA**

The undersigned, as the owner(s) of the property and residence located at 2846 GRANDVIEW CT. - 67- CO-8101 (insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

Alexandrea Tome

{05520955.DOC;1}

Signature/s:

A handwritten signature in black ink, appearing to be "J. Rich", written over a horizontal line.

8-4-09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at
2847 GRAND VIEW COURT GRAND JUNCTION CO
(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

John R. Hall MARJORIE L HALL

Signature/s:

8-5-09

John R. Hall Marjorie L Hall

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

{05520955.DOC;1}

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIENS OF THE FALLS AND TO THE CONVEYANCE OF COMMON
AREA**

The undersigned, as the owner(s) of the property and residence located at

595 N. Grandeur Ct

(insert your property address in the Falls community), acknowledge(s) that their property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Liens of the Falls Homeowners Association, Inc. as recorded in the real property records of Mesa County, Colorado, as amended and supplemented by documents of record (the "Original Declaration"). The undersigned has/have been provided with a copy of the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Liens of The Falls (the "Proposed Amended and Restated Declaration") which, if approved, will replace the Original Declaration in its entirety.

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Printed Name of Owner/s:

Lillian M. Rossini 7/31/09

Signature/s:

Lillian M. Rossini 7/31/09

RETURN TO:

Falls 2004 Homeowners Association, Inc.
c/o Joseph Leo
585 Grand Cascade Way
Grand Junction, CO 81501

(05520955.DOC:1)