



**AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR GREENCREST SUBDIVISION NO. 4**

WHEREAS, METZLER SALES CORP., a Colorado corporation, (hereinafter called the "Original Declarant") was the Owner of the following described real property:

Greencrest Subdivision No. 4 in the City of Colorado Springs, El Paso County, Colorado (hereinafter collectively called the "Subdivision"); and

WHEREAS, the Original Declarant recorded that certain Declaration of Restrictions and Protective Covenants on March 6, 1978, in Book 3014 beginning at Page 410, of the real property records of El Paso County, Colorado (hereinafter called the "Original Declaration"), and

WHEREAS, the Original Declaration allowed amendment by a majority of the Owners of the Lots agreeing to change those covenants; and

WHEREAS, a majority of the Owners of the Lots do desire, as shown by the attached consents, to change the covenants and provisions of the Original Declaration by adopting and substituting the Amended and Restated Declaration of Restrictions and Protective Covenants for Greencrest Subdivision, which was approved by Greencrest Subdivisions No. 1-3 and recorded on October 26, 2009 in Reception No. 209124256 of said records (hereinafter called "Amended Declaration").

NOW, THEREFORE, the above required percentage of Owners have amended the Original Declaration as provided herein and declare that the following covenants, terms, provisions, restrictions and easements of this Amended Declaration shall run with the real property described as the Subdivision and shall be a burden upon any person or party acquiring, encumbering, owning, leasing or otherwise holding any right, title, or interest in the real property described as the Subdivision.

1. Effect of Amended Declaration. Upon the recording of this Amended Declaration, the Original Declaration shall be amended, restated, repealed, replaced, superseded and completely terminated by the Amended Declaration which is hereby incorporated herein by this reference, and the Amended Declaration shall thereafter be the binding declaration of restrictions and protective covenants for the Subdivision. It is hereby declared that all of the above described real property is and shall be used, held, transferred and conveyed and subject to those certain protective covenants and restrictions set forth in the Amended Declaration recorded in that certain instrument on October 26, 2009 in Reception No. 209124256 of the El Paso County, Colorado public records as though said protective covenants were set forth fully herein.

2. Binding Effect.

(a) The covenants, conditions and restrictions of the Amended Declaration shall apply only to the Owners of the fee title of any Lot and the heirs, legal representatives, successors or assigns of such Owner, and said restrictions shall not apply to or in any manner operate to prejudice the Owners of valid liens on the property affected hereby. However, if the Owner of a valid lien becomes the Owner of the fee title to the said property, then the said restrictions shall thereupon become applicable to such lien holder as such Owner. All the

provisions contained in this instrument shall be construed together, but if it shall at any time be held that any provision or part hereof becomes unenforceable, no other provision or part hereof shall be affected or impaired.

(b) Every person, who by deed becomes the Owner of any Lot, tract or parcel of land hereinabove described, will be deemed to have accepted such deed and title to the land here described, or any portion thereof, subject to all the restrictions and conditions herein contained.

(c) Every person, who by written contract agrees to purchase any Lot, tract or parcel of land hereinabove described, will be deemed to have made and accepted such contract and agreed to purchase the lands herein described, subject to all the restrictions and conditions herein contained.

(d) The heir, executor, administrators, representatives, successors or assigns of every person who shall accept a deed or contract shall be bound by all the provisions of this instrument to the full and same extent as the original purchaser is bound, but no person who has conveyed his right and interest in and of any of the lands covered by these restrictions shall be held personally liable for the violation of provision hereof by the subsequent Owner.

(e) The provisions hereof may be amended as provided in the Amended Declaration, all of which provisions shall apply to the Subdivision.

3. CCIOA. Neither the Subdivision, the Lots, the Owners nor the Association shall be subject to the provisions of the Colorado Common Interest Ownership Act (C.R.S. 38-38-33.3-101, et. seq.) because any assessment hereunder shall never exceed the limitations imposed by C.R.S. 38-33.3-116 as provided therein.

Dated at Colorado Springs, Colorado, this 1 day of JUNE, 2010.

GREENCREST HOMEOWNERS ASSOCIATION, INC.,
a Colorado non-profit corporation

By: Marglin Wersockky
President

STATE OF COLORADO)
) ss:
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 1ST day of June, 2010, by Marglin Wersockky as President of Greencrest Homeowners Association, Inc.

Witness my hand and official seal.

{SEAL} 
My Commission Expires:

Rhonda A. Reynolds
Notary Public
My Commission Expires: 11-24-12