

**AFTER RECORDING RETURN TO:**  
Altitude Community Law P.C.  
555 Zang Street, Suite 100  
Lakewood, CO 80228  
Attn: DAF

**THIRD RESOLUTION OF AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF COVENANT, CONDITIONS AND  
RESTRICTIONS FOR MONUMENT RIDGE**

THIS AMENDMENT is made this 27 day of February, 2024

**RECITALS**

A. David Wasserman ("Wasserman") and Monument Ridge LLC, ("Monument Ridge") collectively the Declarants (the "Declarant") did create the Monument Ridge Homeowners Association, Inc., ("Community") by recording that Amended and Restated Declaration of Covenants, Conditions and Restrictions for Monument Ridge in the real property records of the County of Garfield, State of Colorado, at Reception No. 679337, on August 2, 2005 (the "Original Declaration") which Declaration has been amended by those certain Resolutions of Amendment to the Amended and Restated Declaration of Covenants Conditions and Restrictions for Monument Ridge on July 27, 2010 at Reception No. 789040 and No. 789041 (the "Resolutions of Amendment"). The Original Declaration and the Resolutions of Amendment are collectively referred to as the Declaration.

B. Monument Ridge Homeowners Association, Inc., is a successor Master Declarant as defined under the Colorado Common Interest Ownership Act; and

C. The Declaration provides for and allows for this Limited Amendment to the Declaration of Covenants, Conditions, and Restrictions of Monument Ridge Homeowners Association, Inc., (the "Amendment") in Article XII, Section D, which provides as follows:

This Restatement may be amended by a majority vote of the votes entitled to be cast by the Members of the Association, said vote to be cast at a meeting of the Members duly held, provided a properly certified copy of the resolution of amendment be placed on record in Garfield County, Colorado, no more than six (6) months after said meeting.

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

E. This Limited Amendment has been prepared and determined by the Association and by the Owners that have approved this Limited Amendment to be reasonable and not burdensome.

F. The purpose of this Limited Amendment is to clarify assessment obligations and remove outdated, inconsistent or inaccurate language.

G. The undersigned, being the President of the Association, hereby certifies that Owners representing at least 50% +1 of the Association votes have consented and agreed to this Limited Amendment.

H. As amended by this Limited Amendment, this amendment shall become part of and incorporated into the "Declaration."

NOW THEREFORE,

I. Amendments. The Declaration is hereby amended and follows:

a. **Repeal and Replacement.** The second sentence of Article III, Section B is hereby deleted in its entirety and replaced with the following:

The gross floor area of an Outbuilding shall not exceed 2,500 square feet.

b. **Repeal and Replacement.** The second paragraph of Article IV, Section B is hereby deleted in its entirety and replaced with the following:

One (1) complete set of the architectural and site development plans and specifications (collectively "Plans") shall be submitted to the Architectural Committee via either electronically or physically. The Plans shall be signed and dated for identification by the Owner or their architect. The Architectural Committee shall have the right to request whatever additional specification information, plans, specifications, reports and the like it deems necessary to evaluate the development proposal throughout the approval and construction process. In addition, the Architectural Committee may adopt rules and regulations which shall specify additional information, reports, plans, specifications and the like required to be submitted to the Architectural Committee and to be deemed part of the Plans for all purposes hereunder. In the event the Architectural Committee fails to take any action within thirty (30) days after the Plans have been submitted to it and the submittal has been certified in writing by the Architectural Committee as complete, then all of such submitted architectural plans shall be deemed to be approved. The Architectural Committee shall not unreasonably disapprove any Plans. The majority vote of the full number of members of the Architectural Committee then in office shall be required for any approvals described herein.

c. **Repeal and Replacement.** Article IV, Section C is hereby deleted in its entirety and replaced with the following:

C. **Improvements - Site Location, Size.** All structures or improvements shall be constructed within the approved building envelopes depicted on the Final

Plat. All Primary Dwelling Units constructed on a Site shall be a minimum of 2,500 square feet of gross living area exclusive of garage and basement square footage. Permitted outbuildings shall be no larger than 2,500 total square feet.

d. **Deletion. Article VII, Section G is hereby deleted in its entirety.**

e. **Addition. Article VIII, Section I is hereby amended by the addition of the following sentence at the end of the paragraph:**

No Owner shall use the Lot for the storage of commercial equipment, including fleet trucks, dumpsters, tractor trailers, or permit parking for employees while employed by the Owner. Additionally, for purposes of this paragraph, grazing livestock is permitted on any undeveloped lot in Monument Ridge Subdivision and shall not be considered a commercial activity, provided such grazing is not conducted in a manner as to allow for overgrazing or causes any nuisance to the other Lot or Exemption Parcel Owners in the Community.

f. **Repeal and Replacement. Article IX, Section A, Paragraph 1 is hereby deleted in its entirety and replaced with the following:**

1. The estimated costs and expenses necessary to operate the community, to operate, maintain, repair and/or replace the water wells and facilities appurtenant thereto serving the Subdivision Lots and Exemption Parcels. These estimated costs and expenses shall include, but not be limited to, those necessary to pay all charges incurred by the Association in the operation and management of the community, and all charges under the Associations' contract with the West Divide Water Conservancy District, wages, utility charges, legal and accounting fees, management fees and the creation of a reasonable contingency or other reserve or surplus fund for said operation, maintenance, repair and or replacement of the common elements and any other cost or expense lawfully incurred by the Association in performance of its duties.

g. **Repeal and Replacement. Article XII, Section C is hereby deleted in its entirety and replaced with the following:**

C. **Termination. This Amended and Restated Declaration, including this Amendment, shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recording, after which time said covenants will be automatically extended for successive periods of ten years unless an instrument signed by 67% of the then Owners has been recorded agreeing to change the covenants in whole or in part.**

