



60

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE CERISE RANCH SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE CERISE RANCH SUBDIVISION (this "Amendment") is made and declared this 23rd day of September, 2003.

A. That certain Declaration of Covenants, Conditions, Restrictions and Easements for the Cerise Ranch Subdivision, Phase 1 (the "Original Declaration"), was recorded in the records of the Clerk and Recorder for Garfield County, Colorado (the "Recorder's Office") on December 12, 2000, in Book 1221 at Page 942 at Reception No. 573540; and was supplemented by that certain Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for the Cerise Ranch Subdivision (Phase 2) (the "Supplemental Declaration"), recorded on September 27, 2001 in Book 1290 at Page 168 at Reception No. 589154. (The Original Declaration as supplemented by the Supplemental Declaration is referred to herein as the "Declaration".)

B. Phase 1 of the property subject to the Declaration (the "Phase 1 Property") is described in that certain Cerise Ranch Subdivision, Phase 1, Final Plat, recorded in the Recorder's Office on December 12, 2000, at Reception No. 573538. Phase 2 of the property subject to the Declaration (the "Phase 2 Property") is described in that certain Cerise Ranch Subdivision, Phase 2, Final Plat, recorded in the Recorder's Office on September 27, 2001, at Reception No. 289152. The Phase 1 Property and the Phase 2 Property are collectively referred to herein as the "Property." The Property consists of 68 lots, which are referred to herein individually each as a "Lot" and collectively as "Lots."

C. The Declarant under the Declaration is Cerise Ranch LLC, a Colorado limited liability company.

D. Cerise Ranch Property Owners Association, Inc., a Colorado nonprofit corporation (the "Association"), is the association of all of the owners of the Property (the "Owners") incorporated for the purposes set forth in the Declaration.

E. The undersigned President of the Association does hereby certify that this Amendment has been approved by not less than sixty-seven percent (67%) of the Owners.

NOW THEREFORE, the Declaration is hereby amended and modified as follows:

1. **Section 15.1 A.** Section 15.1 A. of the Declaration is hereby amended by inserting the following language at the end of the section:

The owner of the real property described on Exhibit A hereto shall, at its option, have the right to have such real property added to the Property and thus be included as part of the property subject to the provisions of the Declaration with the owner thereof becoming a Member of the Association in

Return to:



135
25/11
(5)



accordance with Section 4.1 of the Declaration, on and subject to the following conditions: (i) the owner of the real property described on Exhibit A must request such inclusion by written notice to the Association on or before September 27, 2005; and (ii) the inclusion of the real property described on Exhibit A must comply with the then current requirements of the Declaration, the Act and all other state and local codes and regulations.

2. **Section 17.1 P.** Section 17.1 P. of the Declaration is hereby amended by inserting the following language at the end of the section:

Notwithstanding anything to the contrary contained herein, one (1) motor home, motor coach, motorcycle (with or without a trailer), all-terrain vehicle (with or without a trailer), snowmobile (with or without a trailer), or boat on a trailer (each individually referred to herein as a "Leisure Vehicle") may be parked on an Owner's Lot outside of an enclosed garage in accordance with the following conditions: (1) the location of the Leisure Vehicle must be approved by the Design Review Board; (2) the Leisure Vehicle must be well maintained and operable and parked on a paved surface within the boundaries of a Lot. The Leisure Vehicle may not be parked on any common area within the Property or on any road within the Property; (3) only one (1) Leisure Vehicle will be permitted to be parked on a Lot; (4) the Leisure Vehicle must have a current, valid registration from the state in which it is licensed; and (5) any violation of the foregoing requirements may result in the offending Owner being fined by the Association and may result in the loss of the right to park a Leisure Vehicle on such Owner's Lot.

3. **Section 17.1 R.** Section 17.1 R. of the Declaration is hereby revised to amend the second sentence of the provision to read as follows:

"Abandoned or inoperable vehicle" is defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this will not include vehicles parked by Owners while on vacation or residing away from the Property, or a Leisure Vehicle parked in accordance with the terms of Section 17.1 P. of this Declaration.

4. **Exhibit A.** In order to correct Exhibit A to the Declaration, which is erroneously titled "Mumbert Family Cerise Property Description," and in which the legal description contains an error, Exhibit A to the Original Declaration is hereby replaced by the Exhibit A attached hereto and entitled "Dennis Cerise Parcel," for all purposes. All of the property described on Exhibit A attached hereto is subject to all provisions of the Declaration that reference or otherwise affect Exhibit A.

5. **The Supplemental Declaration:** The Supplemental Declaration is revised to correct certain scrivners' errors as follows: (a) The signature block for Cerise Ranch LLC should indicate that Wintergreen Homes Limited Liability Company is manager of Cerise Ranch LLC, and that Jeffery M. Spanel is manager of Wintergreen Homes Limited Liability Company; (b)

The notary acknowledgment for Cerise Ranch LLC, which incorrectly reflected Cerise Ranch LLC as manager of Cerise Ranch LLC, is hereby amended to reflect that Wintergreen Homes Limited Liability Company is the manager of Cerise Ranch LLC; and (c) the correct reception number under which the Original Declaration was recorded in Garfield County, Colorado is 573540.

6. **Architectural Exemption for Lot 68.** So long as Declarant controls the Association and so long as the Mumbert Cerise Family Co. retains ownership of Lot 68, the existing structures contained within Lot 68 shall be exempt from the Association's architectural restrictions and conditions. This exemption shall apply to existing structures only; any and all new structures constructed within Lot 68 shall be subject to all of said architectural restrictions and conditions.

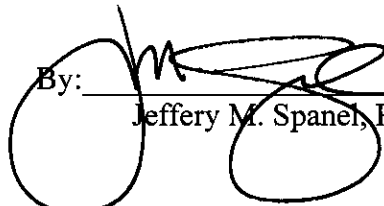
7. **Defined Terms.** Except as otherwise defined herein, all capitalized terms in this Amendment shall have the same meaning that was given to such terms in the Agreement.

8. **Amendment Controls.** In the event of any conflict between the Declaration and this Amendment, the provisions of this Amendment shall govern and control.

9. **Declaration Remains in Effect.** Except as expressly or by necessary implication amended or modified herein, the terms and conditions of the Declaration are hereby ratified and confirmed and shall continue in full force and effect.

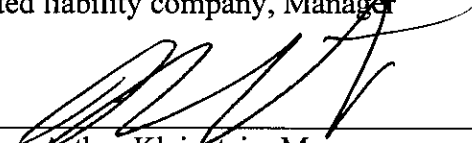
IN WITNESS WHEREOF, this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Cerise Ranch Subdivision is executed as of the date first above stated.

CERISE RANCH PROPERTY OWNERS
ASSOCIATION, a Colorado non-profit
corporation

By:  _____
Jeffery M. Spanel, President

CERISE RANCH LLC,
a Colorado limited liability company, Declarant,

By: WINTERGREEN HOMES LIMITED
LIABILITY COMPANY, a Colorado
limited liability company, Manager

By:  _____
Arthur Kleinstein, Manager

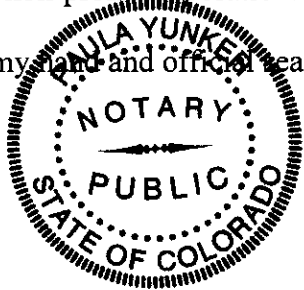


ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF Eagle)

The foregoing instrument was acknowledged before me this 22 day of September, 2003, by Jeffery M. Spanel, as President of Cerise Ranch Property Owners Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

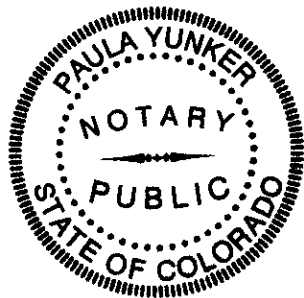


Paula Yunker
Notary Public
My Commission expires: 12-24-05

STATE OF COLORADO)
) ss.
COUNTY OF Eagle)

The foregoing instrument was acknowledged before me this 22 day of September, 2003, by Arthur Kleinstein, as manager of Wintergreen Homes Limited Liability Company, a Colorado limited liability company, manager of Cerise Ranch LLC, a Colorado limited liability company.

Witness my hand and official seal.



Paula Yunker
Notary Public
My Commission expires: 12-24-05

EXHIBIT A

Dennis Cerise Parcel

A parcel of land situated in the E½ NW¼ Section 32, Government Lot 7, Township 7 South, Range 87 West of the Sixth Principal Meridian, County of Garfield, State of Colorado; said parcel being more particularly described as follows:

Commencing at the Northwest Corner of Section 33, a Garfield County Surveyor brass cap in place, thence S 76°23'23" W a distance of 2744.88 feet to a point on the North-South Centerline of Section 32, also being a point on the West boundary line of Phase 1, Cerise Ranch Subdivision, a rebar and cap L.S. #26626 in place, The Point of Beginning; thence S 01°41'13" W along said North-South Centerline of Section 32, also being said Westerly line of Phase 1, Cerise Ranch Subdivision, a distance of 1093.06 feet to a point on the Northerly right-of-way of State Highway No. 82, a rebar and cap L.S. #26626 in place; thence along said Northerly right-of-way, N 78°56'10" W a distance of 682.89 feet; thence leaving said right-of-way, N 02°49'32" E a distance of 1066.52 feet to a rebar and cap illegible in place; thence S 80°56'02" E a distance of 658.02 feet to the Point of Beginning; said parcel containing 16.44 acres, more or less.