

RECEIVED JUL 02 2024

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Recording: \$18.00,
Bobbie Gross, Mesa County, CO.
CLERK AND RECORDER

FIRST AMENDMENT OF
THE COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PTARMIGAN RIDGE SUBDIVISION 6TH FILING

This FIRST AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF PTARMIGAN RIDGE SUBDIVISION 6TH FILING ("First Amendment") is made as of April ____, 2024, by the undersigned Owner, representing at least eighty percent (80%) of all of the Owners in Ptarmigan Ridge Subdivision 6th Filing.

- A. The Covenants, Conditions and Restrictions has heretofore been recorded at Book 2019 Page 851 Reception #1658693, Mesa County, Colorado records (the "Declaration").
- B. In GENERAL PROVISIONS Section 5 of the Declaration, amendment is authorized upon approval of eighty percent (80%) of lot owners.

The Declaration is hereby amended as follows:

- 1. Section 5. General Restrictions shall be amended to include the following:

“ f. **Home Occupations.** No Lot or the improvements situated thereon may be used for commercial purposes of any type, excepting home occupations that are allowed by the City, however, notwithstanding any City rule, no “day care”, “group home” or “bed and breakfast” will be allowed. For purposes of this Declaration, home occupation shall have the meaning set forth in the City’s Zoning and Development Code in effect as of the date hereof and “bed and breakfast” includes rentals with a term of less than thirty (30) days, such as are available through services or websites such as “Airbnb” and “VRBO”. All leases and occupancies of the property are subject to the terms and conditions of the Covenants, Conditions and Restrictions and Rules and Regulations. “

Dated as of the date and year first above written.

Signature: A. D. Valentini
 Printed Name: A. D. Valentini
 Title: Board Member

COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PTARMIGAN RIDGE SUBDIVISION, 6TH FILING

COVENANTS, CONDITIONS AND RESTRICTIONS

1. The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling house with a private garage for at least two passenger cars. The townhome Lots in Blocks 4 and 5 shall be generally attached (duplex) single family dwelling homes with a private garage for at least two passenger cars for each unit.

2. Each single family dwelling shall be constructed so that the dwelling space on the first floor, excluding decks, patios, porches, carports and garages, shall not be less than the following minimum square footage:

1 Story: 1,700 Square Feet Minimum
2 Story: 1,200 Square Feet Minimum
(800 Square Feet Minimum First Floor)

If the structure is a trilevel, and the main living area is spread over two continuous and adjacent levels, the combination of such levels shall be construed to be the first floor.

Townhomes: 1400 Square Feet Minimum

3. All building set back requirements are designated on the site plan. Building envelopes are indicated on the site plan.

4. All foundation plans shall be engineered by a licensed Colorado engineer and bear the stamp of the same.

5. General Restrictions

a. No Further Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prevent or require the approval for the transfer or sale of any Lot to more than one person to be held by them as tenants in common or joint tenants.

b. **Temporary Structures.** No structure of a temporary nature, such as a tent, garage, trailer house, barn, or other outbuilding or basement shall be used on any Lot at any time as a residence, either temporarily or permanently. All structures shall be of new construction.

c. **Animals.** No animals of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. (Household pets as defined by Section 5-10-4 of the City of Grand Junction Zoning and Development Code.) A "Reasonable Number" as used in this Section shall ordinarily mean no more than two (2) pets total per household. All pets must be controlled so that they do not become a nuisance to the neighborhood and do not run at large or endanger or harass other animals, including wildlife upon neighboring lands and public domain. Ordinary house pets shall be contained on Owner's property or on leash.

d. **Vehicles.** No vehicles shall be allowed on any Lot that cannot be driven under their own power within twenty-four hours. Storage of recreational vehicles (as defined in Chapter Thirteen-Definitions of the City of Grand Junction Zoning and Development Code) is prohibited in the street. Storage of RV's is allowed on the Lots behind a fenced area, with the exception of the townhome sites which shall provide for no RV vehicle parking.

e. **Landscaping.** Each Lot and the structures thereon shall be kept in good order and repair and free of debris. All front yards shall have at least 60 percent of their total area in planting or plants, not to include weeds as defined by the City of Grand Junction Code. This covenant is not intended to discourage lawn maintenance, low water, or xeriscaping but rather to eliminate paving front yards with gravel, asphalt, or concrete.

6. Duties Of The Homeowners Association

a. Upon the establishment of Ptarmigan Ridge Homeowners Association For Filing No. 6, for the single family dwelling sites only, every Lot Owner will be a member. Membership passes automatically with the conveyance of the Lot. The Association shall have the duty to administer the water rights and irrigation practices for Ptarmigan Ridge Filing No. 6. It shall have the right to assess members on any reasonable basis for their fair share of the costs of irrigation water, and such charges shall be a lien against each Owner's Lot. In the event that any such charges become more than thirty (30) days overdue, the Association may assess a reasonable penalty, and may add to the assessment all costs of

collection, including attorney's fees. The lien, if foreclosed, shall be foreclosed in the manner of a mechanic's lien under Colorado law. The members of the Association, by majority vote, may elect officers. Both may, but are not required to, adopt By-Laws governing their organizations. There shall be one vote per Lot in any filed portion of the total Ptarmigan Ridge Subdivision Filing No. 6 and Ptarmigan Ridge Filing No. 6 Blocks 4 and 5 (two Associations).

b. The Association for the single family dwelling sites only shall maintain drainage facilities in a manner to assure it functions as designed.

c. A separate Homeowners Association shall be established for the townhome sites located in Blocks 4 and 5. Every Lot Owner will be a member. Membership passes automatically with the conveyance of the Lot. The Association shall have the duty to administer the water rights and irrigation practices for Ptarmigan Ridge Filing No. 6 Blocks 4 and 5. It shall have the right to assess members on any reasonable basis for their fair share of the costs of irrigation water, and such charges shall be a lien against each Owner's Lot. It shall have the right to assess members on any reasonable basis for their fair share of costs for exterior building maintenance, exterior building insurance, exterior landscaping care and snow removal. In the event that any such charges become more than thirty (30) days overdue, the Association may assess a reasonable penalty, and may add to the assessment all costs of collection, including attorney's fees. The lien, if foreclosed, shall be foreclosed in the manner of a mechanic's lien under Colorado law.

GENERAL PROVISIONS

1. Any provision contained in these Covenants may be amended or repealed by recording of a written instrument or instruments specifying the amendment or the repeal, executed by eighty percent of the Owners of Lots within Ptarmigan Ridge, as shown by the records in the office of the Mesa County Clerk and Recorder.

2. Each provision of these Covenants, and all provisions necessarily implied therefrom, shall be deemed incorporated in each deed or instrument of conveyance; be deemed accepted, ratified and declared as a personal covenant of each Owner and binding thereon; be deemed and declared for the benefit of the Declarant and each Owner and shall be deemed a real covenant and an equitable servitude running as a burden with and upon the title to each parcel of land.

3. Only persons holding title to land in Ptarmigan Ridge, Filing No. 6, shall have the right to seek remedy at law or in equity against any person or persons violating or attempting to violate any of these covenants.

4. Invalidity or unenforceability of any provision of these Covenants whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of these Covenants.

5. The above covenants may be modified and/or amended by a vote of members of the Homeowners Association with approval by no less than 80% of the members, for either Association.

ASSOCIATION

1. **Membership.** Every Owner shall be entitled and required to be a member of the Association, a non-profit corporation organized under the laws of the State of Colorado and be subject to the Articles of Incorporation and By-Laws if any are ratified. If title to a Lot is held by more than one person, the membership related to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Lot is held. An Owner shall be entitled to one membership for each Lot owned by him and one vote per membership. No person or entity other than an Owner may be a member of the Association and the memberships in the Association may not be transferred except in connection with the transfer of a Lot.

2. **Association Duties.** The Association shall have the obligation, subject to, and in accordance with, the Articles of Incorporation and By-Laws of the Association, if any, to perform each of the following duties for the benefit of the Owners of each Lot within the Property:

a. The Association shall have the general powers to enforce any lien for assessment as provided at 38-33.3-316 C.R.S.

b. The Association for single family sites only, shall not levy an assessment of more than \$300.00 (three hundred dollars) per Lot in any one fiscal year.


Ptarmigan Investments, LLC.
John Siegfried, Declarant