

**FIRST AMENDED
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
THE ESTATES AT STONE RIDGE**

THIS FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR THE ESTATES AT STONE RIDGE (First Amended Declaration), made effective the 16th day of March, 2020 (Effective Date), is made and entered into by Coker Family Partnership, LLLP, a Colorado limited liability limited partnership (Declarant).

Pursuant to Section 8.4 of the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for the Estates at Stone Ridge (Declaration) the Declarant may amend the Declaration as necessary to make non-material changes, such as for the correction of a technical, clerical or typographical or clarification of a statement without obtaining the approval of any Lot Owner or the Association.

This First Amended Declaration is made to make such non-material changes and corrections.

1. The first sentence of Section 1.1 (a) The Estates at Stone Ridge is amended to read as follows:

The final plat of The Estates at Stone Ridge Filing No. 1 (the Plat) is incorporated into this Declaration by this reference as though fully set forth.

2. Section 1.1 (d) Identification of Lots is amended in its entirety to read as follows:

Pursuant to C.R.S. §38-33-204, every contract for sale, deed, written conveyance, lease First Lien Security Interest, encumbrance, will or other legal instrument shall legally describe a Lot within Stone Ridge as follows:

Lot ____, Estates as Stone Ridge Filing No. ____, according to and subject to that certain Declaration of Covenants and Plat Map recorded in the office of the Montrose County Clerk and Recorder at Reception No. _____, respectively, Montrose County, Colorado.

3. Section 2.1(a) Act or CCOIA is amended to read as follows:

Act or CCOIA. The Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time.

4. Section 2.1(e) Assessment is amended to read as follows:

Assessment. The Annual, special and Default Assessments levied pursuant to Article IV, below. Assessments are also referred to as a common expense liability as defined under the Act.

5. Section 3.1(a) Restrictions Fences is amended in its entirety to read as follows:

Fences. Only almond colored vinyl fencing shall be allowed. All fencing must be approved by the DRC. Fencing shall be allowed only on the lot boundaries and shall not project beyond the plane created by the most set back portion of front of the houses on the lots it separates. No fencing shall be allowed in the front yard of any home. If the fence is built upon the property line, Ownership and the obligation can vest in the owner erecting the fence, but in the situation where two homeowners cooperate in the construction of a fence, the ownership and maintenance shall be pursuant to an agreement between the two homeowners. Such agreements shall be negotiated solely between the homeowners. However, the DRC and the Executive Board shall be provide a copy of such agreement. All lot boundary fencing shall be no more than 6' high, with specifications approved or selected by DRC. Some specific lots may not be allowed to erect a perimeter fence. Such lots shall be designated by the DRC, pursuant to section 4.2.6 of the Design Guidelines.

6. The last sentence of Section 4.1 **Powers** is amended to read as follows:

In general, the Association may do all acts that may be reasonably necessary or desirable to keep and maintain the Estates at Stone Ridge as a safe, attractive and desirable community.

7. The third sentence of Section 4.3 **Annual Assessment/Commencement of Common Expense Assessments** is amended to read as follows:

The budget shall be submitted to the Lot Owners for consideration pursuant to the Act.

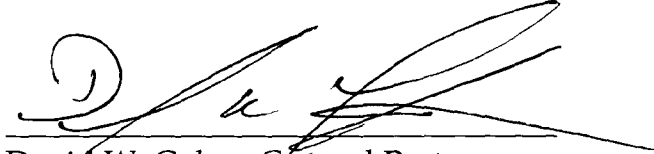
8. The first sentence of Section 4.4 **Nonpayment of Assessments** is amended to read as follows:

Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 20 days after the due date thereof, as established by the Executive Board, shall bear interest at the rate of 21 % per annum from the due date, and the Association may assess a reasonable late fee as determined by the Executive Board.

In all other respects the Declaration shall remain the same.

IN WITNESS WHEREOF, Declarant executes this First Amended Declaration on the date set forth below.

COKER FAMILY PARTNERSHIP, LLLP,
a Colorado limited liability limited partnership

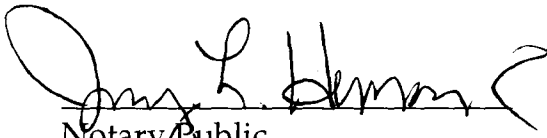


David W. Coker, General Partner

STATE OF COLORADO)
)ss.
COUNTY OF MONTROSE)

The foregoing instrument was duly acknowledged before me this 3rd day of March, 2020, by David W. Coker, as General Partner of Coker Family Partnership, LLLP, a Colorado limited liability partnership.

Witness my hand and official seal.



Notary Public