

**FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CLEVELAND PLACE SUBDIVISION**

This First Amendment of Declaration of Covenants, Conditions, and Restrictions for Cleveland Place Subdivision is made this 11th day of February, 2020 for the purposes set forth herein.

RECITALS

- A. The Declaration of Covenants, Conditions, and Restrictions for Cleveland Place Subdivision were executed and recorded in the real property records of Garfield County, Colorado, at Reception No. 678761, Book 1709, Page 283 on July, 22, 2005 (the "Declaration").
- B. Section 4.10 of the Declaration provides that the Declaration may be amended by a majority of owners.
- C. A meeting of the Cleveland Place Subdivision owners was held on February 11, 2020 for the purpose of amending the Declaration.
- D. The Owners, by a majority vote, elected to amend the Declaration as set forth herein.

WHEREFORE, the Cleveland Place Homeowners Association has executed and caused to be recorded this First Amendment to the Declaration ("First Amendment") pursuant to the procedures contained in the Declaration, the Bylaws and as set forth in the Colorado Common Interest Ownership Act.

- I. **First Amendment Controls.** The provisions of this First Amendment shall supersede and take precedence over any provision, or provisions, of the Declaration, which are in conflict with this First Amendment.
- II. **Recitals Correct.** The undersigned hereby certify and affirm that the statements of fact set forth above as Recitals in this First Amendment are true and correct.
- III. **Definitions.** Definitions in this First Amendment shall have the same meaning as the definitions in the Declaration.
- IV. **Amendment:** The Declaration is hereby amended as follows:

Article 1.24 is hereby added to the Declaration:

1.24 "Domestic Pets" shall mean cats and dogs and shall exclude all other animals, including, but not limited to, horses, cows, goats, chickens and all other domestic farm animals, fowl or reptiles.

Article 2.2 is hereby amended and superseded as follows:

2.2 Occupancy Limits. Occupancy of any residential building located upon a Lot shall not exceed a total of two (2) persons per bedroom located in the residential building. For illustrative purposes, the maximum number of people who may occupy a 2-bedroom residential building shall be four (4); and the maximum number of persons who may occupy a 3-bedroom residential building shall be six (6). Failure to adhere to the Occupancy Limits shall constitute a violation of the Declaration.

Article 2.3 is hereby amended and superseded as follows:

2.3 Owner's Responsibility. Except as may be otherwise provided herein, each Owner shall furnish and be responsible, at his expense, for all maintenance, repairs and replacements within and upon his Lot. Each Owner shall, at his sole cost and expense, prepare his residential buildings in any approved appurtenant structures, keeping the same in a condition comparable to the condition of such improvements at the time of their initial installation and construction excepting only normal wear and tear. Each Owner shall be responsible for any violation of the Declaration caused by Owner's guests, tenants, invitees, and/or licensees.

Article 2.7 is hereby amended and superseded as follows:

2.7 Animals. No animals, including horses or other domestic farm animals, fowl or reptiles of any kind may be kept, bred or maintained on any Lot. After the date of this First Amendment, no Owner shall keep more than a total of three (3) Domestic Pets on any Lot and no Owner shall keep more than two (2) dogs on any Lot, provided that this provision shall not apply to Domestic Pets owned by an Owner before the adoption of the First Amendment. No animals shall be kept, bred or raised within the subdivision for commercial purposes. All dogs must be leashed when not on the Owner's Lot.

Article 2.21 is hereby amended and superseded as follows:

2.21 Re-subdivision and Re-designation Prohibited. Subject to the provisions of Section 2.1 hereof, the re-subdivision or re-designation of any Lot is prohibited. Boundary line adjustments which do not result in the creation of additional lots shall not constitute re-

subdivision but shall require written approval of the Association and shall comply with all requirements of the Town. The Designation of any Lot shall not be changed without the written approval of the Association and shall comply with all requirements of the Town.

Article 3.9 is hereby added to the Declaration:

3.9 Interference with Easements. It shall be a violation of the Declaration to interfere with, block or otherwise impede any of the easements within the Cleveland Place Subdivision.

Article 3.10 is hereby added to the Declaration:

3.10 Parking Restrictions. No Owner or their guests, tenants, invitees and/or licensees shall park in any "No Parking" zone, as delineated by signs within the subdivision, or shall park in such a manner as to interfere with any of the easements in the subdivision. Failing to adhere to these parking restrictions shall be a violation of the Declaration. Owners shall be responsible for any parking violations by their guests, tenants, invitees and/or licensees.

Article 4.3 is hereby amended and superseded as follows:

4.3 Association Duties and Powers. The Association, by Association Action, and the Managers shall enforce the provisions of this Declaration, and shall have the authority to:

- A. Adopt and amend bylaws and rules and regulations;
- B. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from the Owners;
- C. Hire and terminate managing agents and other employees, agents, and independent contractors;
- D. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting the common interest community;
- E. Make contracts and incur liabilities;
- F. Regulate the use, maintenance, repair, replacement, and modification of common elements;
- G. Cause additional improvements to be made as a part of the common elements;

- H. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property;
- I. Grant easements, leases, licenses, and concessions through or over the common elements;
- J. Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements;
- K. Impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, and rules and regulations of the association.
- L. Impose reasonable charges for the preparation and recordation of amendments to the declaration or statements of unpaid assessments;
- M. Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
- N. Exercise any other powers conferred by the Declaration or bylaws;
- O. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
- P. Exercise any other powers necessary and proper for the governance and operation of the Association.

Article 4.10 is hereby amended and replaced as follows:

4.10 Amendment to Declaration. Except as otherwise provided in Section 2.26 above, the Association, by Association Action, may amend this Declaration from time to time, provided that no such amendment shall be operative or effective retrospectively, i.e., no such amendment shall have the effect of depriving an Owner of any right to continue to use or retain his lot in a manner or condition which was in conformance with this Declaration immediately prior to the adoption of any such amendment, and no such amendment shall affect the makeup of the DRC as initially established as set forth in Subsection 4.9 above. Amendments to the Declaration may be prepared, executed, recorded and certified by the President of the Association.

The following provisions are hereby added to the Declaration:

7.4 Binding Effect. The Declaration and all amendments thereto shall run with the land and shall be binding on all subsequent owners of properties within the Cleveland Place Subdivision .

7.5 Governmental Compliance. No use shall be made of any of the Lots which will in any manner violate the municipal code of the Town of Carbondale, or the statutes, rules or regulations of any governmental authority having jurisdiction over the subdivision and any easements thereon.

Except as amended hereby, the Declaration shall be and remain in full force and effect without modification.

IN WITNESS WHEREOF, the Association has executed this First Amendment of Declaration of Covenants, Conditions, and Restrictions for Cleveland Place Subdivision on February 11, 2020.

I, the undersigned do hereby certify:

That I am the duly elected and acting President of Cleveland Place HOA, a Colorado non-profit corporation, and,

That the foregoing First Amendment of Declaration of Covenants, Conditions, and Restrictions for Cleveland Place Subdivision was duly adopted at a meeting of the Members by a vote in excess of 51% of the required Votes, held on February 11, 2020.

In Witness Whereof, I have subscribed my name and affixed the seal of said Association on March 09, 2020.



Teresa Fink, President

ACKNOWLEDGEMENT

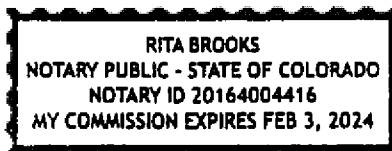
STATE OF COLORADO

)

)ss

COUNTY OF GARFIELD

)



The foregoing First Amendment of Declaration of Covenants, Conditions, and Restrictions for Cleveland Place Subdivision was sworn to and acknowledged before me on 3/9 2020, by Teresa Fink, as President of the Cleveland Place HOA, a Colorado nonprofit corporation.

Witness my hand and official seal.

A handwritten signature in cursive script that reads "Rita Brooks".

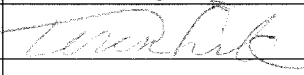



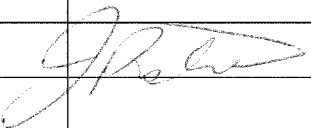
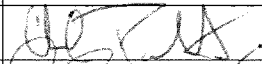
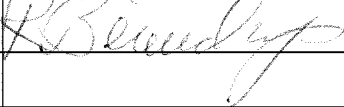
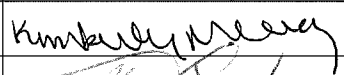


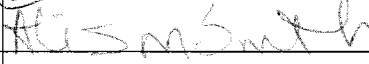
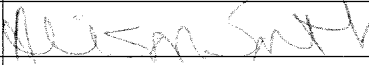
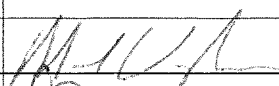
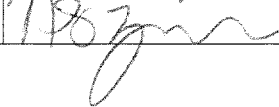
Notary Public

My Commission expires:

**FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CLEVELAND PLACE
SUBDIVISION**

WRITTEN APPROVAL OF LEGAL OWNERSHIP

I hereby declare I have been provided with and have read the **FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CLEVELAND PLACE SUBDIVISION** as contained herein and hereby approve the adoption of same.

Property Address	Lot No.	Owner	Signature
301 Cleveland Place	18	Shaggy & Teresa Fink	
302 Cleveland Place	19	Gina Perkins	
303 Cleveland Place	17	Mathew & Beverly Patera	
304 Cleveland Place	20	Kate Liu	
305 Cleveland Place	16	Katrina Toews & Aaron Aeschliman	
306 Cleveland Place	21	Hector Maglione & Lindsay Van Orman	
307 Cleveland Place	15	Anne Goldberg	
308 Cleveland Place	22	Matt Wagner & Becky McCarthy	
309 Cleveland Place	14	David Brooke & Linda Coon	
311 Cleveland Place	13	Jackie Pistoia	
313 Cleveland Place	12	Heather Handy & Harley Stroh	
315 Cleveland Place	10	Lori & Chad Patrick	
317 Cleveland Place	11	Robert Beauchamp	
319 Cleveland Place	9B	Cleveland Place LLC / Barbi Sheffer	
321 Cleveland Place	9A	Kimberly McCleary & Richard Kihnley	
323 Cleveland Place	8	Karen Bradshaw	
325 Cleveland Place	7	Oni Butterfly	
327 Cleveland Place	6	Mac-G LLC (Mary Beth Minion)	
329 Cleveland Place	5	Evan Zislis & Jeet Khalsa	
331 Cleveland Place	4A	Catherine Leonaitis	
333 Cleveland Place	4B	Kandra Vaughn	
335 Cleveland Place	3A	Jim & Kerri Genung	
337 Cleveland Place	3B	Mike & Janne Uncapher	
338 Cleveland Place	23	Alicia Schuller & Eric Zeringue	

339 Cleveland Place	2A	Megan Olenick & Molly Garland	
340 Cleveland Place	24	David & Angela Nickamin	
341 Cleveland Place	2B	Bonnie Draina & Matthew Heck	<i>Bonnie Draina</i>
342 Cleveland Place	25	Alison & Whelan Smith	<i>Alison Smith</i>
343 Cleveland Place	1A	TRUU / Unitarian Universalist (Shawna Foster)	
344 Cleveland Place	26	Gabriel Mead / Red House Tool LLC	
345 Cleveland Place	1B	Thae Dunn	