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RETURN PURPORTED COPY TO: JENSEN HOMES
4828 SOUTH COLLEGE AVE.
FORT COLLINS, CO. 80525

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE COMMONS AT RIDGEWOOD, A
PORTION OF RIDGEWOOD HILLS P.U.D., FIRST FILING**
(A Planned Community of Patio Homes which is part of
Ridgewood Hills P.U.D., a Large Planned Community)
City of Fort Collins, County of Larimer

\$31.00
\$.00

PAGES - 6 FEE -
STATE DOC FEE -

RCPTN # 98047364 06/08/98 16:25:10 # PAGES - 6 FEE -
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THIS First Amendment to Declaration of Covenants, Conditions and Restrictions for The Commons at Ridgewood, a Portion of Ridgewood Hills P.U.D., First Filing is made by the record undersigned Owners of not less than sixty-seven percent (67%) of the Units within this Planned Community.

Now therefore the undersigned Owners hereby amend the Declaration of Covenants, Conditions and Restrictions for The Commons at Ridgewood, a Portion of Ridgewood Hills P.U.D., First Filing recorded December 13, 1995 at Reception No. 95079724 in the office of the Larimer County Clerk and Recorder as set forth below.

I.

**ARTICLE 2
DEFINITIONS**

Article 2.20 is amended to read in its entirety as follows:

2.20 "Patio Home" means either a single-family detached Residence or a Residence joined with one other Residence in one building separated by a Party Wall.

II.

**ARTICLE 6
MAINTENANCE, UTILITIES AND SNOW REMOVAL**

Article 6.2 is amended to read in its entirety as follows:

6.2 Individual Units. The utilities, maintenance, repair and replacement obligations for the individual Units are as follows:

(A) Residences. All Owners shall maintain, replace and keep in good repair all windows, doors, screens, skylights and patio areas on, in or about their Residences. The Association shall maintain the exterior of each Residence which is joined with one other Residence in one building separated by a Party Wall, including roofs, exterior wall materials and trim. Owners of single-family detached Residences shall maintain the exterior of the Residences in this Planned Community, including roofs, exterior wall materials and trim unless, at the time of the closing of the initial sale of such Residence, the Owner elects to have the Association perform such maintenance

and the Landscaping/Other Improvements maintenance described in the following Article 6.2(B). Owners of single-family detached Residences whose Residence are being maintained on the exterior by the Association may request, in writing, to assume responsibility for such exterior maintenance and the Landscaping/Other Improvements maintenance described in the following Article 6.2(B) and such responsibility shall be shifted from the Association to the respective Owners within thirty (30) days thereafter. In the event Owners of single-family detached Residences who are maintaining the exterior of their Residences pursuant to the terms of this Article 6.2(A) request to be relieved of such responsibility and to have the Association assume such maintenance and the Landscaping/Other Improvements maintenance described in the following Article 6.2(B), the Association will be obligated to assume such maintenance only upon the execution of a written agreement between the Association and such Owners which sets forth in detail the requirements of the Association for assuming such maintenance, including establishment of a reasonable level of funding for reserve maintenance to place such Owners' Residence in a position of parity with other Owners whose Residences have been continuously maintained by the Association.

(B) Landscaping/Other Improvements. The Association shall maintain, repair and replace all exterior landscaping installed on the Units of each Residence which is joined with one other Residence in one building separated by a Party Wall. Owners of single-family detached Residences shall maintain, repair and replace all exterior landscaping installed on the Units, driveways, parking spaces, sidewalks, all sprinkling systems, and utility lines to the point where such lines enter a Residence unless, at the time of the closing of the initial sale of such Residence, the Owner elects to have the Association perform such maintenance and the maintenance of the exterior of the Owner's Residence as described in the above Article 6.2(A). Owners of single-family detached Residences whose Landscaping/Other Improvements are being maintained by the Association may request, in writing, to assume responsibility for such maintenance and the maintenance of the exterior of the Owner's Residence as described in the above Article 6.2(A) and such responsibility shall be shifted from the Association to the respective Owners within thirty (30) days thereafter. In the event Owners of single-family detached Residences who are maintaining their Landscaping/Other Improvements pursuant to the terms of this Article 6.2(B) request to be relieved of such responsibility and to have the Association assume such maintenance and the maintenance of the exterior of the Owner's Residence as described in the above Article 6.2(A), the Association will be obligated to assume such maintenance only upon the execution of a written agreement between the Association and such Owners which sets forth in detail the requirements of the Association for assuming such maintenance, including establishment of a reasonable level of funding for reserve maintenance to place such Owners' Landscaping/Other Improvements in a position of parity with other Owners whose Landscaping/Other Improvements have been continuously maintained by the Association. Unit Owners shall not impair or impede the Association's ability to conduct such maintenance, repair and replacement. Unit Owners shall maintain, replace, and keep in good repair all patios located on their Units, together with such other exterior improvements as are not otherwise the responsibility of the Association.

(C) Additional Maintenance. Notwithstanding any other provision herein, the Executive Board may, at any time and from time to time, determine that the Association shall

provide other maintenance to the exterior of the Residence or to any other improvements on the Units. Any such determination by the Executive Board must apply uniformly to all like Units requiring such maintenance. Any such additional maintenance services provided in accordance herewith may be terminated at any time as determined by the Executive Board.

(D) Damage by Owner. Notwithstanding anything to the contrary contained herein, in the event the need for the Association to maintain, repair or replace a Common Element or an improvement located on a Unit is caused by the willful act or gross negligence or misconduct of a Unit Owner or a member of such Unit Owner's family or a guest, invitee or tenant of a Unit Owner or a member of such tenant's family, the cost of such repair, replacement or maintenance, to the extent not covered by Association insurance, shall be the personal obligation of such Unit Owner, and any costs, expenses and fees incurred by the Association for the same shall be assessed to such Unit Owner as a Reimbursement Assessment as forth in Article 7.4 below.

(E) Association's Right to Perform Work. In the event any Unit Owner shall fail to satisfactorily perform any maintenance, repair or replacement obligations of such Unit Owner, the Association may give written notice to the Unit Owner of the work required to be performed, and, if such failure to perform the work continues for a period of thirty (30) days after such notice has been given, the Association may enter upon the Unit and perform the necessary maintenance, repairs or replacements. The cost of any such maintenance, repair or replacement shall be the obligation of the Unit Owner and shall be added to and become a part of the Assessment to which the Unit is subject and the Association shall have a lien to secure such Assessment as provided by the Act and this Declaration.

(F) Association's Easement to Perform Work. The Association shall have an easement across each Unit permitting the Association, its agents, employees and independent contractors to enter upon the Unit as reasonably necessary in order to perform the work to be performed on the Unit by the Association pursuant to the Declaration. All persons performing such work shall use their best efforts to minimize interference with the Unit Owner's use and enjoyment of the Unit when performing such work.

Notwithstanding any other provision of this Declaration to the contrary, including those set forth in Article 7, the allocation of assessments among Units shall take into consideration whether the Association or the Owners are performing the exterior maintenance for each Residence, the landscaping and other improvements.

III.

ARTICLE 7 ASSESSMENTS

Article 7.6 is amended to read in its entirety as follows:

7.6 Allocation of Assessments. Special Assessments shall be allocated among the Units as follows: Each Unit's share of the liability for Special Assessments shall be a fraction of the total Special Assessments, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units within this Planned Community. There shall be two levels of Common Expense Assessments. One Common Expense Assessment level will be established for Units where Residences and Landscaping/Other Improvements are being maintained by the Association. The second Common Expense Assessment level will be established for Units whose Residences and Landscaping/Other Improvements are being maintained by the Owners thereof. Each Unit's share of the liability for Common Expense Assessments shall be a fraction of the Common Expense Assessments for its respective Common Expense Assessment level, the numerator of which shall be one (1) and the denominator of which shall be the number of Units within this Planned Community which are within the same Common Expense Assessment level.


IV.

Except as amended herein, all terms, conditions, covenants, easements, restrictions, reservations, limitations and obligations contained in the Declaration of Covenants, Conditions and Restrictions for The Commons at Ridgewood, a Portion of Ridgewood Hills P.U.D., First Filing, a tract of land located in Section 14, Township 6 North, Range 69 West of the 6th P.M., Larimer County, Colorado are hereby republished and reaffirmed as applicable as to said real property.

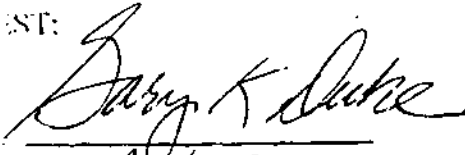
IN WITNESS WHEREOF, the undersigned Owners, representing more than sixty-seven percent (67%) of the Units within this Planned Community have executed this document as of the dates set forth by their respective signatures.

MELODY HOMES, INC.,
a Delaware corporation, Owner of Units
LOTS 6, 7, 11, 12, 13, 14, 15, 17, 19, 20
RIDGEWOOD HILLS FILING #1

Dated: 6/4/98

By: 
David L. Oyler, President

ATTEST:


Ass't. Secretary

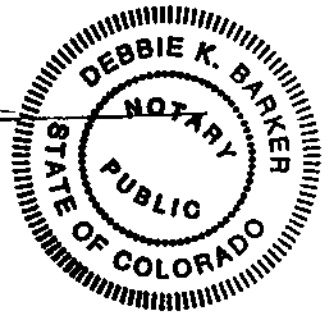
STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing First Amendment to Declaration of Covenants and Restrictions for The Commons at Ridgewood Hills, a Portion of Ridgewood Hills P.U.D., First Filing was subscribed, sworn to, and acknowledged before me this 4th day of June, 1998, by David L. Oyler as President and Mary K Duke as Secretary of Melody Homes, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: 4-10-2002

Debbie K. Barker
Notary Public



ROSSI HOMES, INC.,
A Colorado corporation, Owner of Units
LOTS 1, 2, 3, 5, 8, 9, 21, 22
RIDGEWOOD HILLS FILINGS #1

Dated:

6-4-98

By:

Michael Scott Rossi
Michael Scott Rossi, President

ATTEST:

Lisa Rossi
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing First Amendment to Declaration of Covenants and Restrictions for The Commons at Ridgewood Hills, a Portion of Ridgewood Hills P.U.D., First Filing was subscribed, sworn to, and acknowledged before me this 4th day of June, 1998, by Michael Scott Rossi as President and Michael Scott Rossi as Secretary of Rossi Homes, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 4.10.2002

Debbie K. Barker
Notary Public

