

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GRANITE FALLS SUBDIVISION**

This **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRANITE FALLS SUBDIVISION** First Amendment to (“Second Amendment”) is made and declared this 31 day of August, 2023, by the undersigned Director of the Granite Falls Homeowners Association, Inc. (“Association”) who by signing below certifies that at least fifty-one percent (51%) of the owners of lots within Granite Falls Subdivision voted to approve and adopt this Second Amendment, as required pursuant to Article VIII, Section 8.4 of the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision.

RECITALS:

A. Granite Falls Subdivision was created by the recordation of the Granite Falls Subdivision plat in the records of the Clerk and County Recorder of Mesa County, Colorado on June 1, 2018 under Reception #2842589 (the “Plat”) and as supplemented by the following replats of the Property: Granite Falls Filing Two recorded under Reception No. 2871161, Granite Falls Filing Three recorded under Reception No. 2929321, and Granite Falls Filing Four recorded under Reception No. 2980938, and by recordation of the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision under Reception No. 2842592 in the records of the Mesa County Clerk and Recorder (“Declaration”). The Declaration was amended on February 28, 2019, by recordation of the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision under Reception No. 2871281 in the records of the Mesa County Clerk and Recorder.

B. The property that is subject to this Second Amendment is all of the Property as described on the Declaration (the “Property”).

C. Granite Falls Subdivision consists of 104 residential lots and common property as described and depicted in the Plat and Declaration.

D. The Declaration can, by its terms, be amended by affirmative vote of 51% of the lot owners / members of the Association, pursuant to Article VIII, Section 8.4 thereof.

E. An association of members has been organized as a Colorado nonprofit corporation in accordance with the Colorado Nonprofit Corporation Act under the name of Granite Falls Homeowners Association, Inc. (“Association”).

F. The Association, acting by and through its Board of Directors, recommended, and the members/Lot Owners voted to approve, the amendments to the Declaration as set forth herein.

G. No provisions other than those expressly set forth below are amended, modified, terminated, restricted, or limited hereby, and all other provisions of the Declaration are intended to remain in full force and effect.

NOW THEREFORE, the Property and every part thereof shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

Subsection 3.1(j) is amended to provide as follows in its entirety:

(j) Signs and Advertising. No commercial signage, including without limitation any poster, billboard or advertising device of any kind, shall be allowed to be displayed on any Lot. "Commercial signage" shall not include signs that may be required by legal proceedings, signs as may be required for traffic control, "for sale" or "for rent" signs by Owners not exceeding six (6) square feet in connection with the sale or lease of a lot and address identification affixed to the exterior of a Building or painted on the curb. Other signage is limited as follows: no more than one sign, no greater in size than two (2) feet by two (2) feet, shall be placed upon any Lot at any given time. Such signage shall not be placed in such a manner as to cause a sight-distance problem for pedestrians or vehicles.

Section 3.6 is amended to state as provide in its entirety:

3.6 Landscape Requirements. Each Owner shall landscape the front and backyard of their Lot within one year after receiving a Certificate of Occupancy (CO) of any Building on the Lot. If weather does not permit compliance with this deadline, the Owner may request an extension of time from the DRC, which extension shall not be unreasonably withheld. Should the Lot Owner fail to comply with the landscaping guidelines set forth herein, the Association may, at its sole discretion, cause such landscaping to be completed at the Owner's expense, and assess such Owner for such costs under article 5.4.

Subsection 5.7(d) is amended to provide as follows in its entirety:

(d) Penalty: Beginning with the second month of delinquency, interest at the maximum rate allowed under the ACT will be added to all delinquent amounts each month until payments are current.

Section 6.1 is amended to provide as follows, in its entirety:

6.1 Establishment of the DRC. The Association shall establish and maintain the DRC, consisting of at least three (3) Members, each of whom shall be appointed and removed by the Executive Board of the Association from time to time in its discretion. The DRC and the members thereof shall not be liable for damage to any Person submitting requests for approval or to any Owner within the Property by reason of any act, omission, approval, disapproval or failure to

approve or disapprove with regard to any request. The actions of the DRC shall be deemed conclusively binding upon the Owners.

Section 6.2 is amended to provide as follows, in its entirety:

6.2 Guidelines and Standards. The DRC shall establish, and from time to time amend, rules, procedures, standards, guidelines and requirements, including design standards and guidelines, governing the review and approval of landscaping, fencing, and all Improvements proposed for new construction or the restoration or modification of existing construction within the Subdivision consistent with this Declaration, subject to the review and approval by the Board of Directors of the Association.

Section 6.3 is amended to provide as follows, in its entirety:

6.3 Submission of Plans. Prior to the commencement of any work to accomplish any proposed Improvement, the Owner proposing such Improvement shall submit such plans, designs, drawings, specifications and samples as the DRC shall require pursuant to its design and development standards and guidelines, which shall include foundation design approved by an engineer licensed in Colorado based upon a lot specific soils test, and which shall include but which are not necessarily limited to the following: construction plans and specifications, including floor plan and exterior elevations; site plan of house to be built on the Lot; sample of exterior colors; sample of trim and soffit colors; sample of exterior lighting; sample of roofing materials; landscape plan, including sprinkler system, drainage and grading; and application for DRC approval in the form required by the DRC.

Section 8.6 is amended to provide as follows, in its entirety:

8.6 Notice. Except where otherwise specifically required by the Act, notice of matters affecting Lot Owners may be given to such Owners by electronic communication (email) if the Owner has provided such contact information, or mailing such notice by first class mail to the last address provided by the Owner to the Association. If no address had been provided by Owner, such notice shall be mailed to the address of Owner's Lot.

No provisions other than those specifically set forth above are amended hereby, and all other provisions not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hand:

CERTIFICATION OF VOTES:

I hereby certify that the foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision was presented to the members of the Granite Falls Homeowners Association, Inc., and was approved by written ballot by an affirmative "yes" vote of at least 51% of the members, as required pursuant to the Declaration of Covenants, Conditions and Restrictions for Granite Falls Subdivision, and approved by a majority of the directors of the Granite Falls Homeowners Association, Inc.

GRANITE FALLS HOMEOWNERS ASSOCIATION, INC.

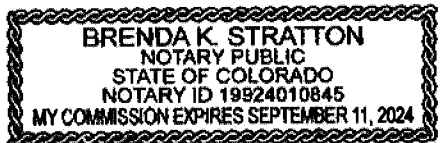
BY: Brian Langfitt
Brian Langfitt, President

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing was acknowledged before me this 31 day of August, 2023
by Brian Langfitt as President of Granite Falls Homeowners Association, Inc.

Witness my hand and official seal.

My commission expires: 9-11-2024



Brenda K Stratton
Notary Public

ATTEST:

Sam Marutzky
Sam Marutzky, Treasurer