

Proposed Amendments to Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Montclair Subdivision.

THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
MONTCLAIR SUBDIVISION

THIS THIRD AMENDMENT TO THE DECLARATION is made and entered into this \_\_\_\_\_ day of March, 2014, by ~~MONTCLAIR PROPERTIES, LLC, a Colorado limited liability company, hereinafter referred to as the "Declarant."~~ sixty-seven (67) percent of the Members of Montclair Subdivision Home Owners Association, Inc., hereinafter referred to as the "Association," and sixty-seven (67) percent of the First Mortgagees [based upon one (1) vote for each first mortgage owned].

R E C I T A L S :

WHEREAS, Declarant, ~~MONTCLAIR PROPERTIES, LLC, a Colorado limited liability company,~~ has heretofore caused to be recorded on March 3, 2005, in Book 3847 at Page 385, and re-recorded April 21, 2005, in Book 3880 at Page 369, of the records of the Mesa County Clerk and Recorder's Office, a Declaration of Covenants, Conditions and Restrictions of Montclair Subdivision, and on July 26, 2005, in Book 3949 at Page 704, of the records of the Mesa County Clerk and Recorder's Office, a First Amendment to the Declaration of Covenants, Conditions and Restrictions of Montclair Subdivision, and on July 27, 2005, in Book 3950 at Page 842, of the records of the Mesa County Clerk and Recorder's Office, a Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Montclair Subdivision, hereinafter referred to as the "Declaration," affecting real Property described on Exhibit "A" attached hereto and by this reference incorporated herein;

WHEREAS, pursuant to ~~Article IX, Section 7, "Duration, Revocation and Amendment,"~~ Declarant, in its own right and ~~as Article VIII, Section 1,~~ sixty-seven (67) percent of the Members of the Association and sixty-seven (67) percent of the First Mortgagees [based upon one (1) vote for each first mortgage owned] holder of in excess of sixty seven (67) percent Member ownership, reserves may the powers and privilege to modify and amend the Declaration by executing and recording an instrument setting forth the amendment; and

WHEREAS, ~~Declarant~~ Members of the Association in excess of sixty-seven (67) percent Member ownership and sixty-seven (67) percent of the First Mortgagees [based upon one (1) vote for each first mortgage owned] desires to amend Sections 1, 2 and 3 of Article VI and subsection (b) of Section 7 of Article VII of the Declaration in its entirety to read as submitted herewith.

NOW, THEREFORE, in consideration of the recitals and premises contained herein, Sections 1, 2 and 3 of Article VI and subsection (b) of Section 7 of Article VII of the Declaration ~~is~~are fully amended to read as follows:

## ARTICLE VI

### Exterior Lot and Common Area Maintenance

Section 1. General. ~~Except as otherwise provided herein,~~ The maintenance and repair of the exterior of the Dwelling Units and improvements constructed thereon shall be the responsibility of the ~~Association~~ Owners. ~~The maintenance, repair and replacement of landscaping and vegetation thereon shall be the responsibility of the Association.~~

Section 2. Lot Maintenance. The Owners shall keep, maintain and repair their Lots, buildings and improvements in a neat, clean, cultivated, attractive and well-maintained condition, free from the accumulation of trash or debris or visual deterioration. The Association shall maintain all landscaping and vegetation ~~of the Property, including Common Area, maintenance of same and~~ improvements and amenities ~~thereon~~ of the Common Area.

Section 3. Maintenance of Landscaping. The Owners shall not cause or permit any damage, deterioration or the accumulation of trash and debris upon the grassed or landscaped areas. ~~The Owners shall be responsible for repair and maintenance of utilities, sewer lines, walkways and private drives located on the respective Lots. All repair, maintenance or replacement obligated to be performed by the Owners shall be consistent and in conformity to the overall appearance of the Subdivision.~~ Landscaping maintenance shall be the responsibility of the Association and shall be funded by assessments and/or monthly charges to Owners, and Owners shall, by assessments, fund for trash removal, electrical service for irrigation, maintaining recreational areas and insurance policies required.

## ARTICLE VII

### Restrictions

Section 7. Miscellaneous Structures.

b. ~~Except as may otherwise be permitted by the Architectural Control Committee, all antennae, including~~

~~satellite receivers, shall be installed inside any Dwelling Unit. Deleted in its entirety.~~

IN WITNESS WHEREOF, the undersigned ~~Declarant~~ Association as hereunto set its hand and seal the day and year first above written.

MONTCLAIR SUBDIVISION HOME OWNERS ASSOCIATION, INC.

By \_\_\_\_\_  
Rand E. Fay, President  
P.O. Box 812  
Palisade, CO 81526

ATTEST:

\_\_\_\_\_  
Secretary  
\_\_\_\_\_

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF MESA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2014, by RAND E. FAY, President, and \_\_\_\_\_, Secretary, of MONTCLAIR SUBDIVISION HOME OWNERS ASSOCIATION, INC., a Colorado non-profit corporation.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

Lots 1 through 8, inclusive, in Block 1,  
Lots 1A through 9A, inclusive, in Block 1,  
Lots 1 through 12, inclusive, in Block 2,  
Lots 1B through 6B, inclusive, in Block 2, and  
Tract A, Tract B and Tract C of  
of MONTCLAIR SUBDIVISION,

County of Mesa,  
State of Colorado.