

**AMENDMENT  
TO  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
COUNTRY CLUB HEIGHTS HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT DECLARATION is made this 22nd day of July, 2000 by Country Club Heights Homeowners Association, Inc., a Colorado non-profit corporation (herein, the "Association").

**R E C I T A L S**

1. On August 11, 1981 Country Club Heights Joint Venture, a Colorado general partnership as "**Declarant**" filed a document styled "Declaration of Covenants, Conditions and Restrictions for Country Club Heights Homeowners Association, Inc.," which document was filed as Reception No. 268574, Misc. File #5556 of the Moffat County, Colorado records (herein, the "**Declaration**"). All definitions set forth in Article II thereof are incorporated herein, and when stated herein shall have the meaning set forth in said **Declaration**.

2. The **Association** is a Colorado non-profit corporation formed to provide for maintenance, preservation and control of the property in the **Common Area** and **Privately Owned Sites** and to further the common interests of the **Members** as those terms are defined in the **Declaration**.

3. The **Members** of the **Association** were granted the right to amend the **Declaration**, all as provided in Article XI, Section 11.3, of the **Declaration**.

4. At the regular annual meeting of the **Association** held at 6:30 o'clock p.m. on the 22nd day of July, 2000 at The Golden Cavy Restaurant, 538 N. Yampa Avenue, Craig, Colorado, the following amendments to the **Declaration** were approved by the affirmative vote of at least 75% of the **Members** of the **Association** with voting power.

**ARTICLE V**

**ASSOCIATION PROPERTIES**

A new Section 5.11 shall be added to the **Declaration** which shall read as follows:

**Section 5.11. Fences.** Fences are the responsibility of the Property Owners and shall be maintained in good repair at all times. Perimeter fences shall be maintained by the **Association**. Repair costs will be billed to the owners of the property needing repair. Interior fences may be maintained by the Property Owners with Board approval with the cost divided evenly between the Property Owners.

Fences shall be stained or painted a color approved by the **Architectural Committee** or **Board of Directors**. No fencing shall be replaced or repaired without prior written approval of the **Architectural Committee** or **Board of Directors**.

A new Section 5.12 shall be added to the **Declaration** which shall read as follows:

**Section 5.12. Ownership of Property.** Individual Property Owners own from interior wall to interior wall. The exterior boundaries are from property line to property line and up to the inside edge of the sidewalk in the front of each **Privately Owned Site** and up to and including fences in the back yards of each **Privately Owned Site**. All Property Owners shall maintain their property in accordance with Article VIII, Section 8.1 of these **Covenants, Conditions and Restrictions**. The **Association** owns and shall maintain all exterior buildings and all **Common Areas** in the **Project Area**.

ARTICLE VIII

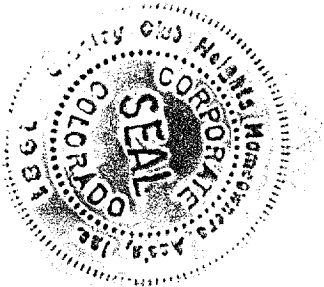
GENERAL RESTRICTIONS APPLICABLE TO PROPERTY

Section 8.20 shall be amended to read as follows:

**Section 8.20. No Outside Pets.** No cat, dog or other animal shall be allowed (herein defined as "Outside Pet") on a **Privately Owned Site** at any time, unless such cat, dog or animal is kept exclusively indoors. Any allowed cat, dog or animal shall be on a leash at all times when transported or walked off the **Project Area**. The **Owner** of any **Privately Owned Site** harboring a prohibited pet will be served notice that he or she has seven (7) days to remove the **Outside Pet**. If, after notice, the **Owner** fails to remove the **Outside Pet** from the **Privately Owned Site** the **Owner's Common Assessments** shall be doubled for any time the **Outside Pet** is on the premises and these **Assessments** shall be collectable in the same manner as provided in Article VII of the **Declaration**. The **Owner** of each **Privately Owned Site** shall be responsible for enforcing this provision and is responsible for his or her tenants. Additionally, the **Owner** is responsible for the increase in **Assessments** when this Article is violated.

IN WITNESS WHEREOF, the **Association** has executed this "Amendment to Declaration of Covenants, Conditions and Restrictions for Country Club Heights Homeowners Association, Inc." the day and year first above written.

Country Club Heights Homeowners Association, Inc.



By: *Lana Cook*  
President

ATTEST:

*Doreen L. McIntyre*  
Secretary

**C E R T I F I C A T E**

I HEREBY CERTIFY that I am the duly appointed and acting Secretary for Country Club Heights Homeowners Association, Inc., and that the foregoing "Amendment to Declaration of Covenants, Conditions and Restrictions for Country Club Heights Homeowners Association, Inc." was presented to the **Members** of the **Association** at the annual meeting, held in accordance with the **Bylaws** at 6:30 o'clock p.m. on the 22nd day of July, 2000 at The Golden Cavy Restaurant, 538 N. Yampa Avenue, Craig, Colorado, and that after discussion and consideration of the same upon motion duly made and seconded, the same were approved by the affirmation vote of at least 75% of the **Members** in person or by proxy as provided by Article XI, Section 11.3 of the **Declaration**.

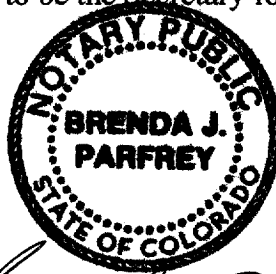
Doreen L. McIntyre  
Secretary for  
Country Club Heights Homeowners Association, Inc.

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF MOFFAT    )

Subscribed and sworn to before me this 09 day of August, 2000 by  
Doreen L. McIntyre known to me to be the Secretary for Country Club Heights  
Homeowners Association, Inc.

WITNESS my hand and official seal.

My Commission Expires:  
2/17/01



Brenda J. Parfrey  
Notary Public

[ S E A L ]