

After recording, return to:  
White Bear Ankele Tanaka & Waldron  
2154 E. Common Avenue, Suite 2000  
Centennial, CO 80122

**FIRST AMENDMENT  
TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
SADDLER RIDGE**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SADDLER RIDGE (the “**Amendment**”) is made this 8th day of January, 2019.

**RECITALS**

A. Liberty Savings Bank, FSB, an Ohio for-profit corporation, and Platte Basin Consultants, Inc., a Colorado corporation, recorded that certain Declaration of Covenants, Conditions and Restrictions for Saddler Ridge in the real property records of Weld County, Colorado on June 12, 2015, at Reception Number 4115546, as amended or supplemented from time to time (the “**Declaration**”).

B. Capitalized terms used in this Amendment shall have the meaning set forth in the Declaration unless otherwise defined in this Amendment.

C. Article 11, Section 11.5 of the Declaration provides for and allows this Amendment as follows:

Each and every provision of this Declaration runs with and binds the land, perpetually from the date of recording of this Declaration. Except as otherwise provided in this Declaration, and except for provisions of this Declaration regarding the rights and obligations of Declarant or Declarant’s affiliates, which may not be amended without Declarant’s prior written consent, this Declaration may be amended by a vote or agreement of Owners of at least sixty-seven percent (67%) of the Lots subject to the Declaration at the time notice is provided to Owners of a vote on the proposed amendment, as determined by the Metro District in its discretion; provided that, until the expiration of the Declarant Development Period, no amendment of this Declaration shall be effective without the prior, written consent of the Declarant and the Metro District.

D. It is anticipated that a portion of the Property may be developed into larger Lots, consisting of Lots ranging from approximately 1.5 to 4 acres in size.

E. The Owners of the Lots subject to the Declaration, the Declarant and the Metro District desire to amend the Declaration to establish specific provisions and restrictions applicable to such larger Lots.

F. The Owners of the Lots subject to the Declaration, the Declarant and the Metro District desire to further amend the Declaration in relation to the display of political signs and the American flag within the Property.

G. The undersigned Owners (representing at least sixty-seven percent of the Lots subject to the Declaration), Declarant and the Metro District hereby consent to this Amendment.

H. The Declaration is hereby amended as set forth in this Amendment

#### **AMENDMENTS**

1. **Addition**. The following definitions are added to Article 1 (Definitions), with the corresponding Section numbers as follows:

**1.1.44 “Carriage Lot”** means any Lot which is one (1) acre or greater in area.

**1.1.45 “Standard Lot”** means any Lot which is less than one (1) acres in area.

**1.1.46 “Accessory Building”** means a secondary building or structure on a Lot, the use of which is incidental to the residential use of the single-family residence constructed on the Lot.

**1.1.47 “Accessory Dwelling”** means a living unit integrated within a single-family dwelling or located in an Accessory Building, such as a carriage house or barn, located on the same Lot as the single-family residence constructed on the Lot.

2. **Addition**. The following is added to the end of Article 4, Section 4.2 (Residential Use; Professional or Home Occupation.):

In addition to the business activities permitted within Residential Units set forth above, Residential Units and/or Accessory Buildings located on Carriage Lots may be used for those business activities as permitted by Applicable Law, subject to any additional

review or approval required by the Town of Severance or any other governmental entity having jurisdiction therefor. It is acknowledged that such uses may create additional traffic, parking, noise or smells above and beyond what is permitted above, but in no event shall such uses be permitted to cause a nuisance as set forth in Section 5.4 of this Declaration.

3. **Repeal and Restatement.** Article 5, Section 5.2.1 is hereby repealed in its entirety and the following Article 5, Section 5.2.1 is substituted:

5.2.1 Except as provided herein, or as permitted by the ARC and in compliance with the Rules and Regulations and Guidelines, no advertising or signs of any character shall be erected, placed, permitted, or maintained on any Lot or Residential Unit other than a name plate of the occupant, a street number, a “For Sale,” “Sold,” “Open House, or “For Rent,” of not more than five (5) square feet, and one security sign of not more than five (5) square feet. Additionally, signs intended to impact the outcome of an election may be displayed on Lots in accordance with the Rules and Regulations and/or the Guidelines. Further, signs advertising garage sales, block parties, or similar community events, may be permitted if the same are in accordance with Applicable Law, the Governing Documents or have been submitted to the ARC for review, and have been approved by ARC, in writing, prior to posting of such signs. Notwithstanding the foregoing, signs, advertising, or billboards used by Declarant or Declarant’s Affiliates in connection with the sale or rental of Lots or Units, or otherwise in connection with development of or construction on the Lots or Units are permissible. Notwithstanding anything to the contrary set forth in this Section but subject to the limitations set forth in the Rules and Regulations or the Guidelines, the ARC shall not prohibit an Owner or resident from displaying an American flag or military service flag on a Lot, subject to any Rules and Regulations and/or Guidelines relative to the same.

4. **Addition.** The following Section 5.2.5 is hereby added to Article 5, Section 5.2 (Miscellaneous Improvements):

5.2.5 One (1) Accessory Building may be constructed on each Standard Lot, with the prior written approval of the ARC. Up to two (2) Accessories Buildings may be constructed on each Carriage Lot, with the prior written approval of the ARC. The Guidelines may set forth requirements for Accessory Buildings, including but not limited to size, height, materials and colors. An Accessory Building constructed on a Carriage Lot may be used as an Accessory Dwelling or may be used for business activities as provided in Section 4.2 of this Declaration. Accessory Buildings constructed on Standard Lots shall not be used as Accessory Dwellings or for business purposes.

6. **Repeal and Restatement.** Article 5, Section 5.10 (Landscaping) is hereby repealed in its entirety and the following Article 5, Section 5.10 is substituted:

**Section 5.10 Landscaping.**

The Owner of each Lot (other than Declarant or a Builder) shall install landscaping on the Lot in accordance with the Governing Documents and Applicable Laws. For Standard Lots, all portions of the Lot not covered by a building or Improvement shall be landscaped. For Carriage Lots, the Design Guidelines may establish a minimum percentage of each Carriage Lot which must be improved with landscaping. Any areas of a Carriage Lot which are not improved with landscaping or other Improvements must have sufficient ground cover to prevent erosion and unsightliness. All landscaping plans must be submitted to the ARC for review and approval (which may be with conditions and/or requirements), and such approval shall be obtained prior to the installation of landscaping, in accordance with Article 3 of this Declaration.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

*[The remainder of this page intentionally left blank. Signature pages follow.]*

OWNER/DECLARANT:

LIBERTY SAVINGS BANK, FSB, an Ohio for-profit corporation

By: Beth Kelsey, AVP  
Beth Kelsey

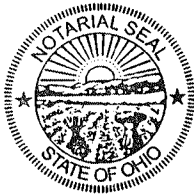
Its: Asst. Vice President

Date: 1/8/19

STATE OF OHIO )  
)ss.  
COUNTY OF CLINTON )

The foregoing was acknowledged before me on this 8<sup>th</sup> day of JAN, 2019, by BETH KELSEY, as ASST VICE PRES of Liberty Savings Bank, FSB, an Ohio for-profit corporation.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.



LISA DYKSTRA RUBIO  
Notary Public, State of Ohio  
My Commission Expires: Nov. 17, 2019  
Recorded in Greene County

Lisa Dykstra Rubio  
Notary Public

*[Signature page 1 of 3 to First Amendment to the Declaration of Covenants, Conditions and Restrictions for Saddler Ridge]*

DECLARANT:  
PLATTE BASIN CONSULTANTS, INC., a  
Colorado corporation

By: *[Signature]*

Its: Manager

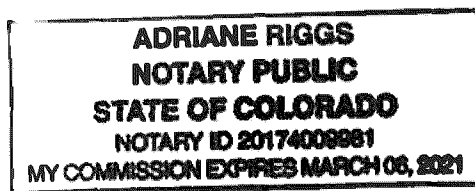
Date: 1/26/19

STATE OF COLORADO )  
 )ss.  
COUNTY OF Arapahoe )

The foregoing was acknowledged before me on this 22nd day of January, 2019,  
by Gene Osborne as Manager of Platte Basin Consultants, Inc.,  
a Colorado corporation.

Witness my hand and official seal.  
My commission expires: 03.06.2021.

*[Signature]*  
Notary Public



*[Signature page 2 of 3 to First Amendment to the Declaration of Covenants, Conditions and  
Restrictions for Saddler Ridge]*

