

AFTER RECORDING RETURN TO:
Altitude Community Law P.C.
555 Zang Street, Suite 100
Lakewood, CO 80228
Attn: DAF

**FOURTH AMENDMENT TO THE
DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR
RIDGEWOOD HEIGHTS, GRAND JUNCTION, COLORADO**

THIS FOURTH AMENDMENT is made this 15 day of November, 2023.

RECITALS

A. Ridgewood Heights Development LLC created RIDGEWOOD HEIGHTS HOMEOWNERS ASSOCIATION, INC. ("Community") by recording a Declaration of Covenants, Conditions and Restrictions of Ridgewood Heights Homeowners Association, Inc., in the real property records of the County of Mesa, State of Colorado, at Reception No. 2397244, on August 21, 2007 (the "Original Declaration"). The Original Declaration was further amended by the First Amendment to the Declaration of Restrictions, Covenants and Easements for Ridgewood Heights, Grand Junction Colorado recorded on February 8, 2017 at Reception No. 2789868, the Second Amendment to the Declaration of Restrictions, Covenants and Easements for Ridgewood Heights, Grand Junction Colorado recorded on February 8, 2017 at Reception No. 2789869, and the Third Amendment to the Declaration of Restrictions, Covenants and Easements for Ridgewood Heights, Grand Junction Colorado recorded on January 25, 2019 at Reception No. 2867948 (collectively the "Declaration").

B. Ridgewood Heights Homeowners Association, Inc., is a successor Master Declarant as defined under the Colorado Common Interest Ownership Act; and

C. The Declaration provides for and allows for this Limited Amendment to the Declaration of Covenants, Conditions, and Restrictions of Ridgewood Heights Homeowners Association, Inc., (the "Amendment") in Article 17, Section 17.1, which provides as follows:

This Declaration may be amended by the affirmative vote or agreement of Owners of Lots to which more than sixty-seven percent (67%) of the votes in the Association are allocated, subject to the other requirements of this Article. The amendment shall bear the notarized signature of the Association and either (a) the notarized signature of each Owner that voted in favor of or agreed to the amendment, or (b) a certification, signed by an Officer and notarized, that Owners of Lots to which the requisite votes in the Association are allocated voted in favor of or agreed to the amendment.

D. All Owners are aware of the provisions of the Declaration allowing for amendment, by virtue of the record notice of the Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

E. This Limited Amendment has been prepared and determined by the Association and by the Owners that have approved this Limited Amendment to be reasonable and not burdensome.

F. The purpose of this Limited Amendment is to amend the insurance requirements within the community requiring each owner to provide insurance on the Lots and all improvements constructed thereon.

G. The undersigned, being the President of the Association, hereby certify that Owners representing at least 67% of the Association votes have consented and agreed to this Limited Amendment.

H. As amended by this Limited Amendment, this amendment shall become part of and incorporated into the "Declaration."

NOW THEREFORE,

I. Amendments. The Declaration is hereby amended as follows:

a. **Repeal and Replacement.** Article 10, Section 10.1.11 is hereby deleted in its entirety and replaced with the following:

10.01.11 Signs and Advertising Devices. The Association may adopt content neutral rules and regulations regarding the placement of signs on a Lot. No Owner or occupant may place more than one sign and one flag on a Lot.

b. **Repeal.** Article 10 Section 10.3.2(c) is deleted in its entirety.

c. **Repeal.** Article 12, Section 12.2.4 is deleted in its entirety.

d. **Repeal and Replacement.** Article 13, Section 13.1.1 is hereby deleted in its entirety and replaced with the following:

13.1.1 Property Insurance on Association-Insured Property. The Association shall maintain Property Insurance on the Association-Insured Property. Association Insured Property means (a) the Common Elements and Improvements on them, (b) Association Property wherever located in the Development. The Association shall not be obligated to insure any property or damage to property or Improvements on a Lot. All Association Insurance obtained pursuant to this Article 13.1 shall be written on an "All Risk" or "Special Perils" policy form on a one hundred percent (100%) replacement cost basis (excluding land, excavations, foundations and other items not normally covered under property insurance policies), based on the appraised value of the insured property, and waiving co-insurance or endorsed as Agreed Amount.

e. **Addition. The following shall be added as Article 13, Section 13.1.1.5.**

13.1.1.5 **Owner Insured Property.** Each Owner has the responsibility to obtain hazard insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to their Lot, or other property of that Owner located on such Lot, and liability insurance covering any injuries occurring to persons or property damages on a Lot. Each Owner shall provide a certificate of insurance to the Association annually on the date of renewal. In the event an owner fails to provide such insurance or allows such insurance to lapse, the Association, at the Owner's sole cost and expense may acquire an insurance policy naming the owner and the Association as an additional insured on the policy. No policy may be canceled without notification to the Association. In the event an Owner fails to obtain insurance required herein, the Association, at the Association's option, may obtain a policy of insurance as is required herein at the Owner's sole cost and expense.

II. No Further Amendments. Excepted as specifically amended herein, the Declaration shall remain unamended and in full force and affect.

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

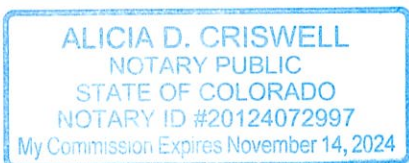
RIDGEWOOD HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing was acknowledged before me this 15 day of November, 2023 by Ridgewood Heights Homeowners Association, Inc., Klaus Schattleitner, as President of Ridgewood Heights Homeowners Association.

Witness my hand and official seal.
My commission expires: 11-14-2024



Alicia D. Criswell
Notary Public