

**SECOND AMENDMENT TO THE AMENDED & RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR IVORY RIDGE SUBDIVISION
FILING 1**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR IVORY RIDGE SUBDIVISION FILING 1 (the "Second Amendment"), was adopted as hereafter referenced on July 16, 2024, and shall be effective as of the date that this Second Amendment is recorded in the real property records of the Mesa County Clerk and Recorder's office.

RECITALS

A. The Declaration of Covenants, Conditions, and Restrictions for Ivory Ridge Subdivision Filing 1 was recorded in the real property records of the Mesa County Clerk and Recorder's office on March 16, 2023, at Reception No. 3058597 (the "Original Declaration"); and

B. The Original Declaration was modified and superseded by the First Amended & Restated Declaration of Covenants, Conditions, and Restrictions for Ivory Ridge Subdivision Filing 1, which was recorded in the real property records of the Mesa County Clerk and Recorder's office on December 08, 2023, at Reception No. 3080944 (the "First Amended Declaration"); and

C. The First Amended Declaration encumbers the real property more particularly described as the Ivory Ridge Subdivision Filing 1 (the "Subdivision"); and

D. Pursuant to Section 38-33.3-217(1)(a)(I), C.R.S., the First Amended Declaration may be amended by the affirmative vote or agreement of the Lot Owners in the Subdivision to which more than fifty percent (50%) of the votes in the Association are allocated or any larger percentage not to exceed sixty-seven percent (67%) of the votes in the Association; and

E. This Second Amendment was duly adopted by more than fifty percent (50%) of the votes in the Association are allocated or any larger percentage not to exceed sixty-seven percent (67%) of the votes in the Association at a meeting of all Lot Owners in the Subdivision, and sets forth the affirmative amendments to the Amended Declaration as described herein.

AMENDMENT

NOW, THEREFORE, for and in consideration of the premises, the undersigned constituting the requisite percentage of lot owners in the Subdivision as duly attested to and certified by the signatures below of the President and Secretary of the Association, hereby certify under penalty of perjury as follows:

1. **Defined Terms.** Unless otherwise defined in this Second Amendment, defined terms, as indicated by initial capital letters, shall have the same meaning ascribed to them pursuant to the First Amended Declaration.

2. Section 5.8 is hereby added to Article V of the First Amended Declaration:

Section 5.8 Amendment. This Declaration, or provision thereof, may be amended at any time by an instrument signed by the Owners holding not less than fifty-one percent (51%) of the votes possible to be cast as prescribed under this Declaration and as certified and

attested to by the President and Secretary of the Association Any amendment must be recorded, and proof of such recording shall be kept on file by the Association

3. Article IV, Section 4.1(e) of the First Amended Declaration is hereby amended as follows:

(e) No structures, fences, or trees shall be maintained on or within any easement notice of which is recorded with the County Clerk, except that upon issuance of written approval by the ACCO, a fence at or under six feet (6') and structural/retaining walls at or under four feet (4') may be installed and maintained within the drainage easement located in the rear portion of Lot 7, Lot 8, Lot 9, Lot 10, and Lot 11 as otherwise depicted on the Plat Any planned construction to be situated within the easement area shall be depicted on the building site plan The HOA and the HOA's agents, representatives, employees, successors, and assigns assume no liability to the Owners of Lot 7, Lot 8, Lot 9, Lot 10, and Lot 11 if any landscaping, structures, walls, fences, trees, shrubs, grass, or other like things that have been placed or constructed within the drainage easement located on the rear portion of the foregoing Lots are disturbed or destroyed during the process of accessing, utilizing, maintaining, or repairing the drainage easement, and the Owners of Lot 7, Lot 8, Lot 9, Lot 10, and Lot 11 shall bear all costs and expenses associated with replacing or repairing the same

4. Article III, Section 3.6(a) of the First Amended Declaration is hereby amended as follows:

(a) After the date this Declaration is recorded, no fence shall be permitted unless written permission is given therefor by the ACCO and the City has issued its fence permit Where allowed by the City of Grand Junction Code all fences shall be six-foot (6') tan vinyl fencing with six-inch (6'') wide vertical pickets, and 5x5 posts, and constructed in such a manner as to ensure no gaps between the pickets and posts and as to ensure that one cannot view the interior portion of the fenced in area. Provided, however, that fences under six feet (6') and walls under four feet (4') may be installed and maintained within the rear portion of Lot 7, Lot 8, Lot 9, Lot 10, and Lot 11, while all other fenced portions of Lot 7, Lot 8, Lot 9, Lot 10, and Lot 11 that are not the rear portion thereof which do not abut or otherwise share a boundary with the designated wetlands area shall be six-foot (6') tan vinyl fencing with six-inch (6'') wide vertical pickets, and 5x5 posts, and constructed in such a manner as to ensure no gaps between the pickets and posts and as to ensure that one cannot view the interior portion of the fenced in area Each Lot Owner shall maintain each fence on an SF Lot, or on the boundary of an SF Lot, in good order and repair Any variations must be approved in writing by the ACCO In determining whether such approval for a variation should be given, the ACCO shall consider if the fence is compatible with the neighborhood and other existing fences The HOA may adopt fence rules regarding the type, style and height of all fences Except, that these fence standards are not applicable to any Owner of a Lot that fronts, abuts, or that is otherwise contiguous to the wetlands area as specifically designated on the Plat In no circumstance shall there be allowed a fence line on the front property line

IN WITNESS WHEREOF, the undersigned, being the Owners of the Lots in the Association being subject to the First Amended Declaration and the President and Secretary of the Association hereby amend and certify the required number of votes were cast by the Lot Owners to cause for the amendment of the First Amended Declaration.

[SIGNATURE PAGE TO FOLLOW]

Docusign Envelope ID: D072FC52-5474-4C2D-ABB5-FA6EB78B2C3A

721 IVORY GLADE COURT (LOT 8):

By: Brown Built Custom Homes, LLC, Tristan Brown
Brown Built Custom Homes, LLC, Tristan Brown

One (1) Vote Entitled to be Cast Per Lot: x (In Favor); (Against)

719 IVORY GLADE COURT (LOT 9):

Declassified by
GKB1 Investments, LLC, Tristan Brown
Declassification Authority
By: GKB1 Investments, LLC, Tristan Brown
GKB1 Investments, LLC, Tristan Brown

One (1) Vote Entitled to be Cast Per Lot: x (In Favor); (Against)

717 IVORY GLADE COURT (LOT 10):

By: _____
Stephen Smith Revocable Trust, Stephen Smith Trustee

By: Joan Aneloski Smith

One (1) Vote Entitled to be Cast Per Lot: _____ (In Favor); _____ (Against)

715 IVORY GLADE COURT (LOT 11):

By: United One, LLC, Michael Roberts
United One, LLC, Michael Roberts

One (1) Vote Entitled to be Cast Per Lot: x (In Favor); (Against)

713 IVORY GLADE COURT (LOT 12):

By: United One, LLC, Michael Roberts
United One, LLC, Michael Roberts

One (1) Vote Entitled to be Cast Per Lot: x (In Favor); (Against)

712 IVORY GLADE COURT (LOT 1):

By:  Jon Erle Pedersen

By: Jon Pedersen
Constance Marie Pedersen

One (1) Vote Entitled to be Cast Per Lot: **X** (In Favor); (Against)

718 IVORY GLADE COURT (LOT 4):

By: DocuSigned by:
726 26 Road LLC, Stephanie Black
726 26 Road, LLC, Stephanie Black

One (1) Vote Entitled to be Cast Per Lot: X (In Favor); (Against)

720 IVORY GLADE COURT (LOT 5):

By: DocuSigned by:
Brandi Penner
Brandi Penner

By: DocuSigned by:
Derrick Nelson
Derrick Nelson

One (1) Vote Entitled to be Cast Per Lot: X (In Favor); (Against)

724 IVORY GLADE COURT (LOT 7):

By: DocuSigned by:
GKB1 Investments, LLC, Tristan Brown
GKB1 Investments, LLC, Tristan Brown

One (1) Vote Entitled to be Cast Per Lot: X (In Favor); (Against)

722 IVORY GLADE COURT (LOT 6):

By: DocuSigned by:
726 26 Road LLC, Stephanie Black
726 26 Road, LLC, Stephanie Black

One (1) Vote Entitled to be Cast Per Lot: X (In Favor); (Against)

716 IVORY GLADE COURT (LOT 3):

By: DocuSigned by:
726 26 Road LLC, Stephanie Black
726 26 Road, LLC, Stephanie Black

One (1) Vote Entitled to be Cast Per Lot: X (In Favor); (Against)

714 IVORY GLADE COURT (LOT 2):

By: DocuSigned by:
726 26 Road LLC, Stephanie Black
726 26 Road, LLC, Stephanie Black

One (1) Vote Entitled to be Cast Per Lot: X (In Favor); (Against)

721 IVORY GLADE COURT (LOT 8):

By: DocuSigned by:
Brown Built Custom Homes, LLC, Tristan Brown
Brown Built Custom Homes, LLC, Tristan Brown

One (1) Vote Entitled to be Cast Per Lot: _____ (In Favor); _____ (Against)

719 IVORY GLADE COURT (LOT 9):

By: DocuSigned by:
GKB Investments, LLC, Tristan Brown
GKB Investments, LLC, Tristan Brown

One (1) Vote Entitled to be Cast Per Lot: _____ (In Favor); _____ (Against)

717 IVORY GLADE COURT (LOT 10):

By: DocuSigned by:
Stephen Smith Revocable Trust, Stephen Smith Trustee
Stephen Smith Revocable Trust, Stephen Smith Trustee

By: _____
Joan Ancloski Smith

One (1) Vote Entitled to be Cast Per Lot: X (In Favor); _____ (Against)

715 IVORY GLADE COURT (LOT 11):

By: DocuSigned by:
United One, LLC, Michael Roberts
United One, LLC, Michael Roberts

One (1) Vote Entitled to be Cast Per Lot: _____ (In Favor); _____ (Against)

713 IVORY GLADE COURT (LOT 12):

By: DocuSigned by:
United One, LLC, Michael Roberts
United One, LLC, Michael Roberts

One (1) Vote Entitled to be Cast Per Lot: _____ (In Favor); _____ (Against)

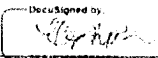
712 IVORY GLADE COURT (LOT 1):

By: _____
Jon Erle Pedersen

By: _____
Constance Maric Pedersen

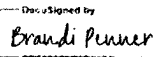
One (1) Vote Entitled to be Cast Per Lot: _____ (In Favor); _____ (Against)

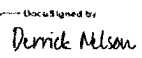
718 IVORY GLADE COURT (LOT 4):

By: 
726 26 Road, LLC, Stephanie Black

One (1) Vote Entitled to be Cast Per Lot: X (In Favor); (Against)

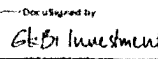
720 IVORY GLADE COURT (LOT 5):

By: 
Brandi Penner

By: 
Derrick Nelson

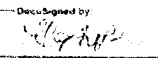
One (1) Vote Entitled to be Cast Per Lot: (In Favor); (Against)

724 IVORY GLADE COURT (LOT 7):

By: 
GKBI Investments, LLC, Tristan Brown

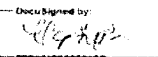
One (1) Vote Entitled to be Cast Per Lot: (In Favor); (Against)

722 IVORY GLADE COURT (LOT 6):

By: 
726 26 Road, LLC, Stephanie Black

One (1) Vote Entitled to be Cast Per Lot: X (In Favor); (Against)

716 IVORY GLADE COURT (LOT 3):

By: 
726 26 Road, LLC, Stephanie Black

One (1) Vote Entitled to be Cast Per Lot: X (In Favor); (Against)

714 IVORY GLADE COURT (LOT 2):

By: 
726 26 Road, LLC, Stephanie Black

One (1) Vote Entitled to be Cast Per Lot: X (In Favor); (Against)