RECEPTION#: 3055410, at 2/3/2023 3:58:40 PM, 1 of 9
Recording: $53.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
REDLANDS 360
(Grand Junction, CO)

This Amendment (the "Amendment") is made and declared this 1st day of Feb., 2023, by Redlands Three Sixty, LLC, a Colorado limited liability company ("Declarant").

A. The Declaration of Covenants, Conditions, and Restrictions for Redlands 360 was recorded October 7, 2021, at Reception No. 3002815 (the "Declaration") in the records of the Mesa County Clerk and Recorder (the "Clerk").

B. Pursuant to Chapter 21, Section 21.2(a) of the Declaration, the Declarant reserved the right to make amendments to the Declaration without the consent or approval of any other Owner or any other Person, in order to correct clerical, typographical, or technical errors, or to clarify the Declaration or any provision thereof during the Development and Sale Period. Declarant has similar rights pursuant to §38-33.3-205(4), C.R.S.

C. At the time of this Amendment, the Development and Sale Period has not terminated. Declarant and Declarant Affiliates own real property in the Community and Declarant has unexpired options to expand the Community pursuant to Chapter 13 of the Declaration.

D. In an abundance of caution, Declarant also obtained the affirmative consent and agreement to this Amendment from the Owners of Units other than itself as shown on the attached consents, below.

THEREFORE, the Declarant makes the following amendments to the Declaration:

1. The Declaration erroneously makes reference to the "Design Review Committee" and "DRC" in various places when the proper terminology is "Design Review Board" and "DRB", respectively. The Declaration is amended to change all references to "Design Review Committee" so that they read "Design Review Board", and all referenced to "DRC" so that they read "DRB".

2. Chapter 7, Section 7.1(a)(iii) is amended by the deletion of the words "clients, customers" from the list contained so that it reads in its entirety as follows:

(iii) does not involve regular visitation of the Unit by employees who do not reside in the Unit, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

3. To further clarify the limitations of the Declaration with respect to home occupations and related uses following recent modifications to the City of Grand Junction Municipal Code, Chapter 7, Section 7.1 is further amended by the addition of a new sub-section 7.1(a.5) which reads in its entirety as follows:

Marijuana Uses Prohibited. No person shall cultivate, cause to be cultivated, permit or suffer the cultivation of marijuana or to store, create, manufacture, sell or distribute any marijuana containing product, in any stage of production, upon any part of the Community, including the Units, when such activities can be observed, by any means, from the outside of the Unit, regardless of whether the particular activity involved is lawful under applicable federal, state or local law. This is a private covenant adopted pursuant to the provisions of Colorado statutory and common law, and may be enforced by the Association, or any individual Owner, through an enforcement action under the provisions of this Declaration, or by any other means available at law or in equity, including, without limitation, through a fine determined, levied and collected under the applicable policies, procedures, rules and regulations of the Association, as they may exist from time to time.

4. Chapter 7, Section 7.1(f) requires clarification and correction and is amended by the deletion of certain language and the addition of other language so that it reads in its entirety as follows:

Vehicles and Garages. No automobile of any kind may be left upon any portion of the Community, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Any such vehicle not in a garage shall be considered a nuisance and may be removed from the Community. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles authorized by the Board.

Recreational vehicles of every kind and type shall be stored and parked only within fully enclosed garages. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, trailers, other towed vehicles, motorcycles, minibikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle parked or stored in violation of this provision in excess of seven days shall be considered a nuisance and may be removed from the

Community. The Declarant and/or the Association may, but have no obligation to, designate certain parking areas within the Community for recreational vehicles subject to reasonable community regulations and fees, if any.

No vehicle of any type shall be parked on any unpaved surface of a Unit that is visible from any street or any other Unit, nor shall any vehicle be parked on the east side of Canyon Rim Trial; provided, however, that vehicles may be parked in any area specifically approved or designated by the DRB or the Association for vehicular parking.

Parking on any cul-de-sac street with a landscape island is restricted to the inside curb of the island. No vehicles, except for public safety vehicles temporarily parked, may be parked along the outside curb of any street with a cul-de-sac island.

All vehicles shall be subject to such reasonable community regulations as the Board may adopt. The Board may establish and levy fines and Specific Assessments for violation of such community regulations. The Association may also tow, at the expense of the Owner, any vehicle parked within the Community in violation of community regulations or any Governing Document.

5. Chapter 7, Section 7.1(i) requires correction and is amended by the deletion of the final sentence so that it reads in its entirety as follows:

Outdoor Play Equipment, etc. The Board shall have the power to adopt Community regulations that limit or prohibit outdoor play equipment and similar items. Without limiting the scope of such Community regulations, the regulations may limit the location of any such items.

6. Chapter 7, Section 7.1(k) requires correction and is amended by the addition of the words "or side" in the last sentence so that it reads in its entirety as follows:

Artificial Turf. Lawn areas of Units may be a combination of sod, shrubs, trees, other landscape materials and xeriscape materials, as may be approved by the Reviewer upon application of the Owner. However, no artificial turf may be used on any Unit outside of the structure on such Unit, except that the DRB may, in its absolute discretion, approve the use of artificial turf in rear or side yards.

7. Except as amended above, all provisions of the Declaration remain in full force and effect.

DATED as of the day and year first written above.

DECLARANT:

Redlands Three Sixty, LLC, a Colorado limited liability company

By: La Plata Communities, Inc., a Colorado corporation, its Manager

By B. Douglas Quimby
B. Douglas Quimby, President

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 25th day of January, 2023, by B. Douglas Quimby as President of La Plata Communities, Inc., a Colorado corporation and the Manager of Redlands Three Sixty, LLC, a Colorado limited liability company, on behalf of such company.

Witness my hand and official seal.

My Commission expires: 8/4/23

DENISE JORDAN WALLACE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034025810
MY COMMISSION EXPIRES AUGUST 4, 2023

Denise Jordan Wallace
Notary Public

CONSENT

The undersigned, having all power and authority as an Owner of one or more Units within the Community as defined by the Declaration, consents to, approves and agrees with the foregoing amendments to the Declaration.

Redlands Three Sixty, LLC, a Colorado limited liability company

By: La Plata Communities, Inc., a Colorado corporation, its Manager

By B. Douglas Quimby
B. Douglas Quimby, President

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 25th day of January, 2023, by B. Douglas Quimby as President of La Plata Communities, Inc., a Colorado corporation and the Manager of Redlands Three Sixty, LLC, a Colorado limited liability company, on behalf of such company.

Witness my hand and official seal.

My Commission expires: 8/4/23

DENISE JORDAN WALLACE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034025810
MY COMMISSION EXPIRES AUGUST 4, 2023

Denise Jordan Wallace
Notary Public

CONSENT

The undersigned, having all power and authority as an Owner of one or more Units within the Community as defined by the Declaration, consents to, approves and agrees with the foregoing amendments to the Declaration.

Goetzmann Custom Homes Inc
a Colorado Corporation

By: _____
_____, its President

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 19 day of Jan, 2023, by Philip A. Goetzmann as President of Goetzmann Custom Homes Inc a Colorado Corporation.

Witness my hand and official seal.
My Commission expires: 4/29/26

EILEEN M WOLFF
Notary Public
State of Colorado
Notary ID 19944005413
My Commission Expires: April 29, 2026

_____
Notary Public

CONSENT

The undersigned, having all power and authority as an Owner of one or more Units within the Community as defined by the Declaration, consents to, approves and agrees with the foregoing amendments to the Declaration.

Maves Construction Inc
a corpulan

By: _____
Michael Maves, its Pres

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 26th day of January 2023, by Michael Maves as President of Maves Construction, Inc a Corporation.

Witness my hand and official seal.
My Commission expires: 5/15/23

LESLIE SWETT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20154019369
MY COMMISSION EXPIRES MAY 15, 2023

Leslie Swett
Notary Public

CONSENT

The undersigned, having all power and authority as an Owner of one or more Units within the Community as defined by the Declaration, consents to, approves and agrees with the foregoing amendments to the Declaration.

DISTINCTIVE DESIGN BUILD, LLC,
a COLORADO LIMITED LIABILITY COMPANY

By: MARK JENKINS / Mark Jenkins
_____, its PARTNER

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

AMY CONNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #2[illegible]001156
My Commission Expires November 3, 2024

The foregoing instrument was acknowledged before me this 23rd day of January, 2023, by Mark Jenkins as Partner of Distinctive Design Build, a _____.

Witness my hand and official seal.
My Commission expires: 11-3-2024

Amy Conner
Notary Public

CONSENT

The undersigned, having all power and authority as an Owner of one or more Units within the Community as defined by the Declaration, consents to, approves and agrees with the foregoing amendments to the Declaration.

Fixture Studio Holdings, LLC
a Colorado Limited Liability Co.

By: _____
_____, its Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 30th day of January, 2023, by Jeffrey J. Huber as Managing member of Fixture Studio Holdings, LLC a Colorado LLC.

Witness my hand and official seal.
My Commission expires: 9/27/2026

MARY ELLEN DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024031494
MY COMMISSION EXPIRES SEP 27, 2026

Mary Ellen Davis
Notary Public