

THIRD AMENDMENT TO MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
THE GRASSLANDS AT COMANCHE

THIS THIRD AMENDMENT to Master Declaration of Covenants, Conditions and Restrictions of the Grasslands at Comanche is made this 30<sup>th</sup> day of September, 2019.

WHEREAS, Holly Investment Co., a/k/a Holly Investment Company, a Colorado corporation ("Holly"), was Declarant pursuant to the Master Declaration of Covenants, Conditions and Restrictions of The Grasslands at Comanche, a copy of which was recorded on March 13, 2014 at Reception No. 2014000015263 in the records of the Adams County Clerk and Recorder (the "Declaration");

WHEREAS, the Declaration was amended by that Amendment of the Covenants, Conditions and Restrictions of The Grasslands at Comanche, a copy of which was recorded on May 9, 2014 at Reception No. 2014000028534 in the records of the Adams County Clerk and Recorder, and by that Amendment of the Covenants Conditions and Restrictions of the Grasslands at Comanche, a copy of which was recorded on April 27, 2015 at Reception No. 2015000030297 in the records of the Adams County Clerk and Recorder;

WHEREAS, Holly assigned all of its right, title and interest as Declarant under the Declaration to Grasslands at Comanche LLC, a Colorado limited liability company ("Grasslands"), pursuant to that certain assignment of Special and Reserved Declarant Rights dated July 19, 2019, a copy of which was recorded on July 19, 2019 at Reception No. 2019000057057 in the records of the Adams County Clerk and Recorder;

WHEREAS, more than Sixty-Seven Percent (67%) of the owners of Lots with The Grasslands at Comanche Subdivision have approved the amendments set forth herein as required by Section 10.06 of the Declaration.

NOW THEREOFRE, the Declaration is amended as follows:

1. *Recitals.* The foregoing Recitals are incorporated as if fully set forth herein.
2. *Declarant.* The definition of Declarant is changed to "Grasslands at Comanche LLC, a Colorado limited liability company."
3. *Article I.* The terms "Major Recreational Facilities" and "Equestrian Center" are hereby deleted in Article I. The Equestrian Center shall no longer be considered a common element of the Association.
4. *Horses.* The following definition of "Horse" shall be added to Article I:

**HORSE.** The term "Horse" shall include donkeys and mules.

5. *Section 3.11.* Section 3.11 is restated in its entirety as follows:

No livestock shall be permitted on any Lot except for Horses and chickens and a maximum of Two (2) 4-H Program animals, subject to the restrictions set forth in this Declaration. Owners of lots where Horses are allowed will be liable for the well-being, upkeep and cleanliness of the Horses on such Owner's Lot. All Horses must be provided with shading and shelter from the elements within one month of the placement of such horse on a Lot. A manure management plan, which shall include collection and disposal provisions, shall be submitted for review and approval to the Board. 4-H Program animals will only be permitted on a Lot between April 1 and September 30 of each year.

6. On May 9, 2014, the First Amendment of Covenants, Conditions and Restriction of The Grasslands at Comanche was recorded at Reception No. 2014000028534 in the records of the Adams County Clerk and Recorder. The First Amendment was not signed by any authorized representative of the Executive Board or the Declarant. The First Amendment is hereby repealed in its entirety and of no further force and effect and the original language of the Declaration is reinserted, except where amended herein.

7. *Section 3.18.* Section 3.18 is restated in its entirety as follows:

No off-road motorized vehicles, including any all-terrain vehicles, either registered or unregistered, are permitted in or on the Common Elements.

8. *Section 3.22.* The following Section 3.22 is added to the Declaration:

Section 3.22 Chickens. No more than 12 chickens shall be allowed on each Lot. Roosters shall not be permitted on any Lot. Chickens shall be maintained in a chicken coop and/or chicken run at all times. The Lot Owner shall be responsible for the well-being, upkeep and cleanliness of the chickens maintained on his/her Lot.

9. *Section 6.11.* The following Section 6.11 shall be added to the Declaration:

Fees. The ARC shall have the right to charge a design review fee for any submittals to the ARC. Such fees may be changed from time to time by the Executive Board. The initial submittal fees shall be \$200.00 for the first submittal and \$100.00 for any subsequent submittals for the same Improvements. Upon the submission of plans to construct a new residential dwelling, the ARC shall have the right to charge the Lot Owner a \$300.00 clean-up fee. The ARC shall have the right to change the amount of the fees as it deems appropriate.

10. *Article VII.* Article VII is restated in its entirety as follows:

The Executive Board may from time to time adopt Architectural Requirements and Guidelines. All Lot Owners should contact the Architectural Review Committee to

obtain a copy of the Architectural Requirements and Guidelines before commencing construction of any Improvements upon a Lot.

11. *Article VIII.* Pursuant to C.R.S. §38-33.3-210(5), the Special and Reserved Declarant Rights are extended for a period of ten (10) years, and shall expire and terminate on March 13, 2031.

IN WITNESS WHEREOF, this Third Amendment to Master Declaration of Covenants, Conditions and Restrictions of The Grasslands at Comanche is executed, approved and adopted on the date first set forth above.

GRASSLANDS AT COMANCHE LLC,  
a Colorado limited liability company

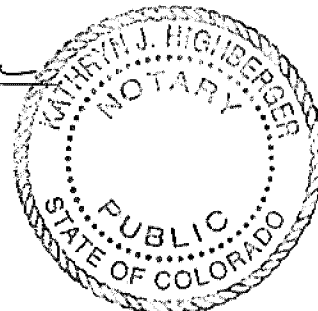
By: David Rebol  
David Rebol, Manager

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF MORGAN    )

The foregoing instrument was acknowledged before me on this 30<sup>th</sup> day of September, 2019 by David Rebol, as Manager of Grasslands at Comanche LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

Kathryn J. Highberger  
Notary Public



My commission expires Feb. 1, 2020.

### ASSIGNMENT OF SPECIAL AND RESERVED DECLARANT RIGHTS

**THIS ASSIGNMENT** is entered into this 15<sup>th</sup> day of July, 2019, by and between HOLLY INVESTMENT CO., a/k/a Holly Investment Company, a Colorado corporation (the "Company"), and GRASSLANDS AT COMANCHE LLC ("Grasslands"). Collectively, the Company and Grasslands shall be referred to as the "Parties."

WHEREAS, the Company is the Declarant pursuant to the Master Declaration of Covenants, Conditions and Restrictions of The Grasslands at Comanche, a copy of which was recorded on March 13, 2014 at Reception No 2014000015263 in the records of the Adams County Clerk and Recorder (including all amendments and supplements thereto recorded from time to time, which collectively are referred to as the "Declaration");

WHEREAS, pursuant to the Declaration, Declarant reserved certain Special and Reserved Declarant Rights in Article VIII of the Declaration (the "Special and Reserved Declarant Rights"); and

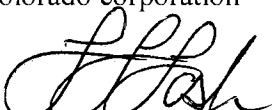
WHEREAS, the Company desires to assign to Grasslands the Special and Reserved Declarant Rights pursuant to C.R.S. §38-33.3-304 and according to the terms set forth herein.

NOW THEREOFRE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

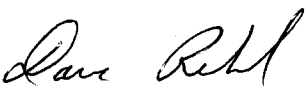
1. *Recitals:* The foregoing Recitals are incorporated as if fully set forth herein.
2. *Definitions:* Any and all initial capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Declaration.
3. *Assignment:* The Company hereby assigns and transfers to Grasslands, and Grasslands hereby accepts, all of the Special and Reserved Declarant Rights, including each and every right, benefit and privilege of the Declarant as set forth in the Declaration.
4. *Choice of Law:* This Assignment shall be interpreted and construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties execute this Assignment of Special and Reserved Declarant Rights on the date first set forth above.

HOLLY INVESTMENT CO.  
a Colorado corporation

By:   
Loren L. Losh, President

GRASSLANDS AT COMANCHE LLC  
a Colorado limited liability company

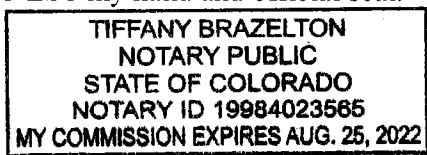
By:   
David Rebol, Manager




STATE OF COLORADO                    }  
  } ss.  
COUNTY OF Weld                    }

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2019, by Loren L. Losh, as President of Holly Investment Co., a Colorado corporation.

WITNESS my hand and official seal.



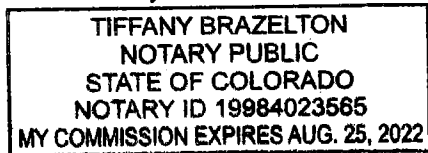
  
Notary Public

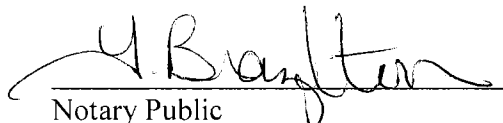
My commission expires: \_\_\_\_\_.

STATE OF COLORADO                    }  
  } ss.  
COUNTY OF Weld                    }

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2019, by David Rebol, as Member/Manager of Grasslands at Comanche LLC, a Colorado limited liability company.

WITNESS my hand and official seal.



  
Notary Public

My commission expires: \_\_\_\_\_.