



**LIMITED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
GATEWAY PARK PAIRED HOMES**

THIS AMENDMENT is made this 22 day of September, 2017.

RECITALS

A. Sunriver Development LLC, created Gateway Park Paired Homes ("Community") by recording a Declaration of Covenants, Conditions and Restrictions of Gateway Park Paired Homes, in the real property records of the County of Larimer, State of Colorado, at Reception No. 20150060423, on September 10, 2015 (the "Declaration").

B. Gateway Park Paired Homes Association is the Association as defined in the Declaration.

C. The Declaration provides for and allows for this Limited Amendment to the Declaration of Covenants, Conditions, and Restrictions of Gateway Park Paired Homes, (the "Amendment") in Article 15, Section 15.2, which provides as follows:

Except in the case of amendments that may be executed by the Board of Directors as provided herein or under applicable law or by the Declarant pursuant thereto, including ARTICLE TWELVE and Paragraphs 14.3, and subject to Paragraphs 11.2, 11.3 and 14.5 hereof the Owners shall have the right to amend the Declaration, the Map and the Articles, by the written approval of the Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In particular, any amendment to the Declaration, Map or Articles to (a) create or increase Declarant Rights; (b) increase the number of Units; (c) change the uses to which a Unit is restricted; or (d) change the Allocated Interests of a Unit shall require the written approval of the Owners to which at least sixty-seven (67%) of the votes in the Association are allocated, including at least sixty-seven percent (67%) of the votes allocated to Units not owned by the Declarant. Amendments may be made by the Board of Directors pursuant to Paragraph 1.36 and 8.5 and by Declarant pursuant to ARTICLE TWELVE and Paragraph 14.3.

D. All Owners are aware of the provisions of the Declaration allowing for amendment, by virtue of the recorded 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: (1) protect the property values in the community and ensure that the community remains owner occupied by restricting rentals

G. The undersigned, being the President and Secretary of the Association, hereby certifies 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, the following amendments are hereby adopted.

1. Amendments:

- a. Article 1, Section 1.32 shall be amended to allow for up to 20 Lots.
- b. Article 6, Section 6.13 is hereby deleted in its entirety and replaced as follows:

6.13 Household Pets. No animals, birds, poultry, reptiles or insects of any kind, shall be raised, bred, kept or boarded in or on any portion of the Planned Community; except that dogs, cats or other customary household animals may be kept thereon if they are not raised, bred or maintained for any commercial purpose, and are not kept in such number or in such manner as to create a nuisance or inconvenience to any resident of the Planned Community. Each resident may keep up to three (3) dogs per Lot as permitted by the Town of Berthoud zoning. Each resident shall pick up after their dog, including in their yard so as not to allow such dog waste to become a nuisance.

- c. Article 6 Section 6.17 is hereby amended by adding the following paragraph:

Owners desiring to install a satellite dish on their residence shall, if possible, mount the dish using an under-eave style mount and must not attach to or through the roofing surface. The two coax RG6 Quad Shield cables currently installed on the east side of each attic area shall be used to the extent possible. Two story models should be mounted on the corner boards directly under the eave. Any damage to the roof surfaces shall be charged to the owner for failure to follow these guidelines.

2. Addition:

- a. The following shall be added as Article 5, Section 5.21.5
5.21.5 Fences: Two story units on Lot 2, Block 2 of the Community shall have solid vinyl fencing made by Bufftech, Chesterfield series, almond color. All fencing shall be 6 foot in height. One story units shall have 48 inch HuskerVinyl Weathered Cedar 3-rail fencing. Dog mesh fencing shall be allowed. Board approved vendor must install.



F. The purpose of this Limited Amendment is to: (1) protect the property values in the community and ensure that the community remains owner occupied by restricting rentals within the community; (2) eliminate parking restrictions which prohibit parking in a driveway; and (3) remove Tracts A and B from Association ownership and convey the same to Gateway

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

Gateway Park Paired Homes Association, a Colorado nonprofit corporation

By: Craig Wrigley, Member

STATE OF COLORADO)
COUNTY OF Larimer) ss.

The foregoing was acknowledged before me this 22 day of Sept. 2017, by Gateway Park Paired Homes Association, by CRAIG WRIGLEY, as MEMBER of

Witness my hand and official seal.

My commission expires: 2/26/18

CATHY L BRYAN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19874030730
MY COMMISSION EXPIRES FEB 26, 2018

Cathy L Bryan
Notary Public

AFTER RECORDING RETURN TO:
HindmanSanchez P.C.
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