

RECEPTION#: 2946836, at 10/9/2020 4:08:35 PM, 1 of 3
 Recording: \$23.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

**FIRST AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 OF
 PALISADE LEGENDS SUBDIVISION**

This First Amendment to Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision ("First Amendment") is made and effective the 1st day of October, 2020.

RECITALS

- A. A Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision (the "Declaration") was recorded on April 10, 2019, at Reception#: 2875950, in the real property records of Mesa County, Colorado.
- B. Capitalized terms in this First Amendment have the same meaning as in the Declaration unless specifically otherwise defined in this First Amendment.
- C. The Property subject to the Declaration is platted as Palisade Legends Subdivision in the Mesa County, Colorado real property records, and legally described on the Plat.
- D. Pursuant to Section 11.5 of the Declaration, the Declaration may be amended by an instrument approved in writing by not less than sixty-seven percent (67%) of the voting rights of the Members.
- E. The undersigned Declarant owns all of the Lots in the Subdivision, represents 100% of the voting rights of the Members, and approves the changes to the Declaration described in this First Amendment.

THEREFORE, the undersigned declares that:

TERMS

1. All of the above Recitals are true and are incorporated into the Terms of this First Amendment.
2. A new Section 3.7 is added to the Declaration as follows:

Section 3.7. Landscaping. Declarant shall install all landscaping on all Common Areas on the Property and each Owner shall install the landscaping on their Lot in accordance with this Declaration. The Association shall maintain all landscaping thereafter except any landscaping within any fenced-in portion of any Lot. The cost for maintaining the landscaping on the Property shall be determined by the Board of Directors and included in the annual budget prepared by the Board. The landscaping fee shall be included in the Assessments levied against each Lot.

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3. Section 6.1 of the Declaration is deleted in its entirety and replaced by the following:

Section 6.1. General. Except as otherwise provided in this Declaration, the maintenance and repair of each Lot, including but not limited to the interior and exterior of the Residence on the Lot, the landscaping within any fenced-in areas on the Lot, the interior of any fence on the boundary line of the Lot, the entirety of any non-boundary line fence on the Lot, and any other structures and improvements on the Lot, shall be the responsibility of the Owner(s) of the Lot.

4. A new Section 6.3 is added to the Declaration as follows:

Section 6.3. Failure to Maintain. In the event any Owner fails to maintain his or her Lot in accordance with this Declaration, the Association may hire out such maintenance as is necessary to bring such Lot into compliance with this Declaration, and may levy an Assessment against the Owner of such Lot for those costs, as provided in this Declaration. In no event shall the Association be required to follow or comply with the dispute resolution process set forth in Article 10 if the Association exercises its right to maintain a Lot in accordance with this Section 6.3. The intent of this provision is to allow the Association to expeditiously remedy a failure of maintenance on a Lot in order to protect the orderliness and appearance of the Subdivision.

5. Section 7.3 of the Declaration is deleted in its entirety and replaced by the following:

Section 7.3. Parking and Storage Units. Each Lot shall be assigned two (2) covered parking spaces by the Association, together with the associated storage unit for those spaces, which shall be Limited Common Areas owned by the Association for the benefit of the Owner(s) of the designated Lot. These parking spaces and storage units shall be appurtenant to the designated Lot, and may not be transferred or assigned by the Owner of the Lot. Notwithstanding the foregoing, however, a parking space or storage unit may be leased by the Owner of the Lot to which the same is assigned, in which case the lessee shall be subject to all terms and conditions in this Declaration as well as any rules or regulations adopted or imposed by the Association. Only one (1) registered automobile or one (1) registered motorcycle may be stored in a covered parking space, regardless of its size. Electricity provided to each parking space and the storage unit associated with that parking space shall be metered to and paid by the Owner of the designated Lot for each parking space/storage unit.

6. The first sentence of Section 7.4 of the Declaration is amended to provide that the dwelling area of each Residence shall be not less than 525 nor more than 1,000 square feet of heated space, by outside measurement, exclusive of open porches, patios and basements. The remainder of Section 7.4 shall remain as written.

7. Section 7.26 of the Declaration is deleted in its entirety and replaced by the following:

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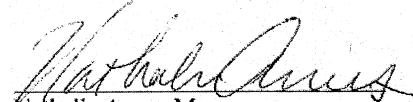
Section 7.26. Easement for Solar Panels. Each Owner shall have an exclusive easement for the installation and maintenance of solar panels and related equipment on the covered parking spaces designated for their Lot. Any solar panels installed by an Owner within this Easement shall be the property of that Owner or the solar company that installed the solar panels, as the case may be.

8. A new Section 7.35 is added to the Declaration as follows:

Section 7.35. Customized Landscaping. If an Owner wishes to install custom landscaping or landscaping that otherwise differs significantly from the remainder of the landscaping on the Property, as determined by the ACC in its reasonable discretion, including but not limited to flower gardens, vegetable gardens and raised-bed plantings, the Owner shall submit a landscaping plan showing the dimensions of the project, plant number and type, and watering requirements to the ACC in accordance with Article 8. The ACC shall evaluate the landscaping plan as provided in Article 8 with the added requirement that it shall determine the additional costs, if any, that the Lot shall be assessed for additional maintenance and/or water that may be required for that Lot as a result of such custom landscaping. The Association shall have no obligation to maintain any custom landscaping approved by the ACC unless the Board agrees, in writing, to include the custom landscaping as a maintenance obligation of the Association. In the event the Board does not agree that the Association will maintain such custom landscaping, it will be the Owner's obligation to maintain the landscaping in accordance with Article 6.

IN ALL OTHER RESPECTS the Declaration shall remain as written.

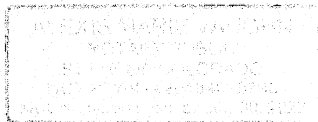
BOPA, LLC

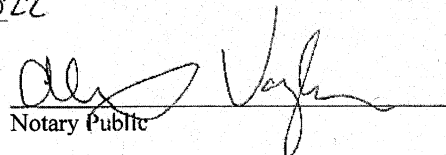

Nathalie Ames, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the 9th day of October, 2020 by Nathalie Ames, Manager of Bopa, LLC.

WITNESS my hand and official seal.
My commission expires: July 30, 2022




Notary Public

RECEPTION#: 2964308, at 2/2/2021 11:48:56 AM, 1 of 2
Recording: \$18.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PALISADE LEGENDS SUBDIVISION**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision ("Second Amendment") is made and effective the 1st day of February, 2021.

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision was recorded on April 10, 2019, at Reception#: 2875950, in the real property records of Mesa County, Colorado. A First Amendment to Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision was recorded on October 9, 2020, at Reception#: 2946836, in the real property records of Mesa County, Colorado. The foregoing documents are together identified in this Second Amendment as the "Declaration".

B. Capitalized terms in this Second Amendment have the same meaning as in the Declaration unless specifically otherwise defined in this Second Amendment.

C. The Property subject to the Declaration is platted as Palisade Legends Subdivision in the Mesa County, Colorado real property records, and legally described on the Plat.

D. Pursuant to Section 11.5 of the Declaration, the Declaration may be amended by an instrument approved in writing by not less than sixty-seven percent (67%) of the voting rights of the Members.

E. The undersigned Declarant owns all of the Lots in the Subdivision, represents 100% of the voting rights of the Members, and approves the changes to the Declaration described in this Second Amendment.

THEREFORE, the undersigned declares that:

TERMS

1. All of the above Recitals are true and are incorporated into the Terms of this Second Amendment.

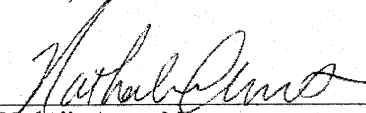
2. Section 4.4 of the Declaration is deleted in its entirety and replaced by the following:

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Section 4.4. Rate of Assessment. Annual Assessments shall be fixed at a uniform rate for all Lots and shall be allocated to each Lot on the basis of a fractional share per Lot, the numerator of which shall be one and the denominator of which shall be the total number of Lots in the Subdivision, and shall be in an amount sufficient to meet the expected needs of the Association. Notwithstanding the foregoing, however, a vacant Lot, which for purposes of this Section 4.4 is a Lot that does not have a completed Residence constructed on it, as evidenced by a certificate of occupancy for that Residence issued by the appropriate governmental authority, shall be assessed 35% of the then-current Assessment(s) that would have been allocated to that Lot if a completed Residence existed on that Lot.

IN ALL OTHER RESPECTS the Declaration shall remain as written.

BOPA, LLC

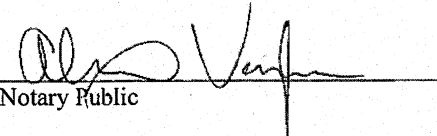


Nathalie Ames, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the 1st day of February, 2021 by Nathalie Ames, Manager of Bopa, LLC.

WITNESS my hand and official seal.
My commission expires: July 30, 2022



Notary Public

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PALISADE LEGENDS SUBDIVISION**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision ("Third Amendment") is made and effective the 14th day of April, 2023.

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision was recorded on April 10, 2019, at Reception#: 2875950, in the real property records of Mesa County, Colorado. A First Amendment to Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision was recorded on October 9, 2020, at Reception#: 2946836, in the real property records of Mesa County, Colorado. A Second Amendment to Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision was recorded on February 2, 2021, at Reception#: 2964308, in the real property records of Mesa County, Colorado. The foregoing documents are together identified in this Third Amendment as the "Declaration".

B. Capitalized terms in this Third Amendment have the same meaning as in the Declaration unless specifically otherwise defined in this Third Amendment.

C. The Property subject to the Declaration is platted as Palisade Legends Subdivision in the Mesa County, Colorado real property records, and legally described on the Plat.

D. Pursuant to Section 11.5 of the Declaration, the Declaration may be amended by an instrument approved in writing by not less than sixty-seven percent (67%) of the voting rights of the Members.

E. Owners holding not less than sixty-seven percent (67%) of the voting rights of the Members have approved the changes to the Declaration described in this Third Amendment.

THEREFORE, the undersigned President of the Association declares that:

TERMS

1. All of the above Recitals are true and are incorporated into the Terms of this Third Amendment.
2. Section 2.3 of the Declaration is deleted in its entirety and replaced by the following:

Section 2.3. Renting of Common Area. Portions of the community center, pool, and other Common Area may, in the Board's discretion, be rented to Owners or their tenants for private parties and other gatherings pursuant to rules and regulations and a fee schedule adopted by the Board; provided, however, that Declarant and its affiliates and designees shall have the right to utilize the community center and pool, free of charge, so long as Declarant pays any cleaning or related expenses resulting from such use. The terms, conditions and approval of the Owners' or their tenants' use of the Common Area shall be in the Board's sole discretion, taking into consideration the impact on other Owners and residents in the Subdivision.

3. Section 7.2 of the Declaration is deleted in its entirety and replaced by the following:

Section 7.2. Driveway. The common area driveway right-of-way, as depicted on the Plat (the "Driveway"), shall be used only for ingress and egress in the Subdivision. Parking on the Driveway is expressly prohibited except in designated parking spaces by vehicles not more than twenty-three (23) feet in length, specifically including pickup trucks up to one (1) ton in size and camper vans, which shall not be considered recreational vehicles for purposes of Section 7.18. The Driveway may also be used temporarily for loading or unloading purposes. If the Driveway is blocked by a vehicle or other obstruction the Association may have the vehicle towed or the obstruction removed and assess the Owner of the Lot who caused or permitted such vehicle or obstruction to remain on the Driveway for those costs.

4. Section 7.24 of the Declaration is deleted in its entirety and replaced by the following:

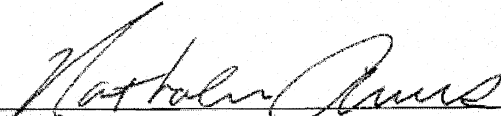
Section 7.24. Fencing and Gates. All fencing and gates shall be subject to the review and approval of the ACC. No fence or gate of any kind shall be taller than six (6) feet. All privacy and screening fences, including ornamental types, shall be within the building envelope for the Lot. Fencing and gate styles, height and location shall be as originally designed and constructed. Fences or gates not matching the original design intent of the Subdivision or the existing fencing on the Property are not allowed. Chain link fencing is not permitted for any reason.

5. A new Section 7.36 is added to the Declaration as follows:

Section 3.7. Exemptions for Certain Lots. Notwithstanding anything in Sections 7.4 and 7.14 to the contrary, the Residences on Lot 13, 20 and 21, Block 1, may be multiple stories and may contain up to 1,400 square feet of heated space, by outside measurement, exclusive of open porches, patios and basements, so long as these Residences otherwise comply with the approved site plan for the Subdivision.

IN ALL OTHER RESPECTS the Declaration shall remain as written.

PALISADE LEGENDS HOMEOWNERS ASSOCIATION

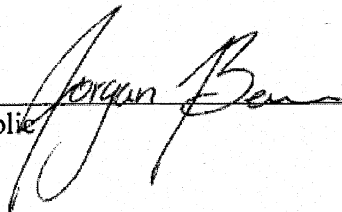


Nathalie Ames, President

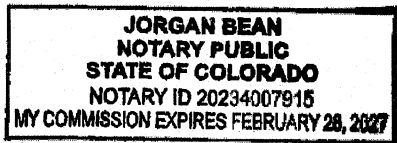
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the 19 day of April, 2023, by Nathalie Ames, President of Palisade Legends Homeowners Association.

WITNESS my hand and official seal.
My commission expires: 2/28/27



Notary Public



**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PALISADE LEGENDS SUBDIVISION**

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision ("Fourth Amendment") is made and effective the 16th day of April, 2024.

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision was recorded on April 10, 2019, at Reception#: 2875950, in the real property records of Mesa County, Colorado. A First Amendment to Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision was recorded on October 9, 2020, at Reception#: 2946836, in the real property records of Mesa County, Colorado. A Second Amendment to Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision was recorded on February 2, 2021, at Reception#: 2964308, in the real property records of Mesa County, Colorado. A Third Amendment to Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision was recorded on April 20, 2023, at Reception#: 3061541, in the real property records of Mesa County, Colorado. The foregoing documents are together identified in this Fourth Amendment as the "Declaration".

B. Capitalized terms in this Fourth Amendment have the same meaning as in the Declaration unless specifically otherwise defined in this Fourth Amendment.

C. The Property subject to the Declaration is platted as Palisade Legends Subdivision in the Mesa County, Colorado real property records, and legally described on the Plat.

D. Pursuant to Section 11.5 of the Declaration, the Declaration may be amended by an instrument approved in writing by not less than sixty-seven percent (67%) of the voting rights of the Members.

E. The undersigned Owners hold not less than sixty-seven percent (67%) of the voting rights of the Members and have approved the change to the Declaration described in this Fourth Amendment.

THEREFORE, the undersigned Owners declare that:

TERMS

1. All of the above Recitals are true and are incorporated into the Terms of this Fourth Amendment.

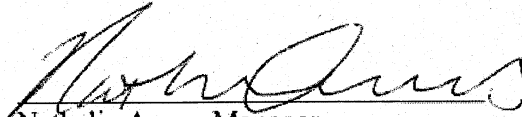
2. New Section 7.36, as described in the Third Amendment to Declaration of Covenants, Conditions and Restrictions of Palisade Legends Subdivision, is amended to remove Lot 21 from the Lots listed in Section 7.36. Also, the numbering is corrected from "Section 3.7" to "Section 7.36" consistent with the remainder of the Declaration.

IN ALL OTHER RESPECTS the Declaration shall remain as written.

[signature pages follow]

OWNER OF LOTS 13-28 and 33-36:

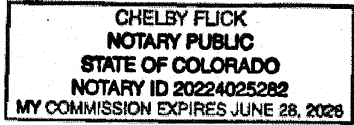
BOPA, LLC

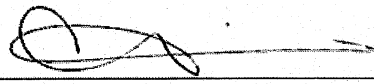

Nathalie Ames, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me the 19th day of April, 2024, by Nathalie Ames, a Manager of Bopa, LLC, owner of Lots 13-28 and 33-36.

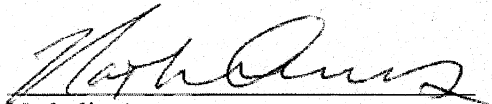
Witness my hand and official seal.
My commission expires: June 28, 2026





Notary Public

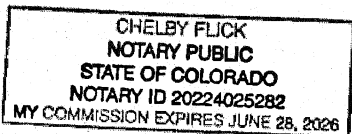
OWNER OF LOT 4:



Nathalie Ames

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me the 19th day of April, 2024, by Nathalie Ames, owner of Lot 4.

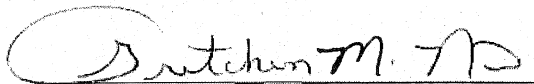
Witness my hand and official seal.
My commission expires: June 28, 2026






Notary Public

OWNERS OF LOT 3:


Gretchen M. Nies

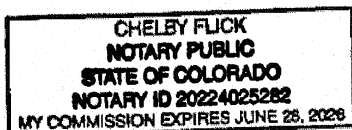

Kirsten H. Gilb

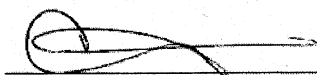
STATE OF Colorado)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me the 19th day of April,
2024, by Gretchen M. Nies and Kirsten H. Gilb, owners of Lot 3.

Witness my hand and official seal.

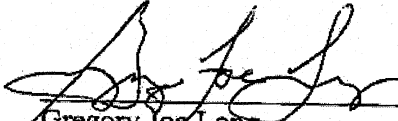
My commission expires: June 28, 2026



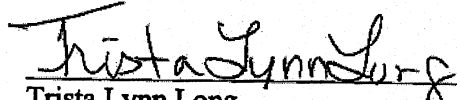


Notary Public

OWNERS OF LOT 6:



Gregory Joe Long

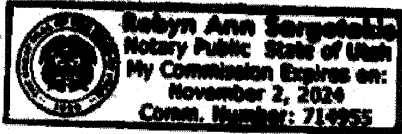


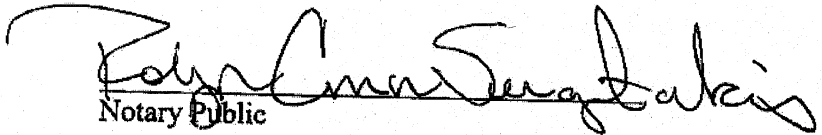
Trista Lynn Long

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me the 26 day of APRIL, 2024, by Gregory Joe Long and Trista Lynn Long, owners of Lot 6.

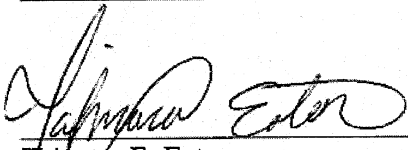
Witness my hand and official seal.
My commission expires: 11/2/2024



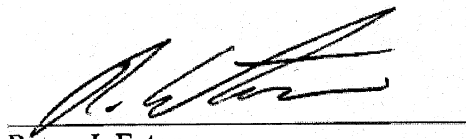


Notary Public

OWNERS OF LOT 11:



Tajmara E. Eaton

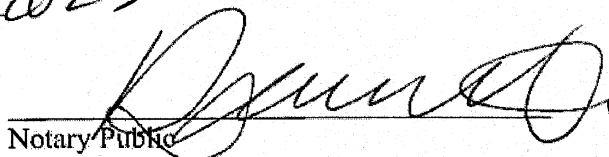


Roger J. Eaton

STATE OF colorado)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me the 27th day of 2024,
2024, by Tajmara E. Eaton and Roger J. Eaton, owners of Lot 11.

Witness my hand and official seal.
My commission expires: 10-01-2025



Notary Public

REBECCA WATTERS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054033464
MY COMMISSION EXPIRES OCTOBER 01, 2025