

## **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DUSTY HILLS**

THIS FIRST AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by **Dusty Hills Incorporated**, a Colorado corporation (“Declarant”), and amends the Declaration of Covenants, Conditions and Restrictions for Dusty Hills recorded on August 5, 2016 at Reception No. 216087737, records of El Paso County, Colorado (the “Declaration”).

### **Background and Purpose**

A. Pursuant to Section 10.2 of the Declaration, Declarant and at least 67% of all Members may approve an amendment to the Declaration. Declarant is the “Declarant” under the Declaration and also the Owner of 100% of the land within the Community subject to the Declaration and desires to amend the Declaration as set forth in this First Amendment.

B. The purpose of this First Amendment is to i) amend Section 3.30 (g) to clarify the size of a Dwelling to be constructed on a Site; (ii) amend Section 7.5 to extend the Period of Declarant’s Control from 7 to 9 years; (iii) amend Section 8.1 to clarify the Association is not responsible for snow removal on driveways; and (iv) to identify the name change of the Association from “Dusty Hills Homeowners Association” to “Stage Station at Woodmen Valley Homeowners Association.”

C. The Association joins in the execution of this First Amendment to confirm the Board of Directors’ approval of the amendments to the Declaration contained in this First Amendment.

Accordingly, Declarant amends the Declaration as follows:

### **Amendment**

1. Section 3.30 General Design and Planning Requirements is amended by the deletion of Section 3.30 (g) in its entirety and replacement of a new subsection (g) as follows:

(g) Each principal residential Improvement on a Site (“Dwelling”) with no lower-level walk out or upper-level in addition to the main-level (Ranch-style) must contain a minimum of two thousand (2,000) square feet of above-ground living area, exclusive of basements, garages (attached or detached), terraces, porches, decks, breezeways or patios.

A Dwelling with a lower-level walk out or an upper-level, in addition to the main level, must contain a minimum finished area of two thousand five hundred (2,500) square feet for all levels. The main level may be less than 2000 square feet, provided the total of all levels is at least 2500 square feet. Total square foot allocation toward the 2500 square foot minimum shall be counted as follows: 100% of main level finished square footage, plus credit given for 50% of finished lower-level square footage, plus credit given for 75% of finished upper-level square footage (as an example, if the main level is 1700 square feet, and there is a 1700 square foot finished lower-level, then the minimum total square feet of the Dwelling is met by 1700 square feet (main level) plus 850 square feet (50% of lower-level) = 2550 square feet). No credit will be given toward minimum dwelling size for any unfinished areas on any level.

The Design Review Committee may impose additional size or design requirements beyond the minimum square footage to Dwellings to ensure they remain consistent with the desired architectural appearance of the Community.

2. Section 7.5 Appointment and Election of Directors is amended by revising the Period of Declarant's Control from seven (7) years to nine (9) years after recordation of the Declaration.

3. Section 8.1 General Duties and Powers of the Association is amended by the addition of the following at the end of the paragraph:

The Association shall have no snow removal responsibilities on Lot driveways, including shared driveways on Tract B, during the Period of Declarant's Control. After the termination of the Period of Declarant's Control, the Association may assume the responsibility for snow removal on Lot driveways, if approved by a majority of the Association members.

4. Association Name Change. The Association Board of Directors approved a change in name of the Association to "Stage Station at Woodmen Valley Homeowners Association." Any reference to the Association in the Declaration including, without limitation, Sections 2.3 and 2.5, shall mean and refer to "Stage Station at Woodmen Valley Homeowners Association."

5. Capitalized Terms. Any capitalized term used in this First Amendment shall have the same meaning ascribed to it in the Declaration.

6. Conflicting Provisions. If the provisions of this First Amendment conflict with any of the provisions set forth in the Declaration, the provisions of this First Amendment shall control.

This First Amendment is approved by Dusty Hills Incorporated, as Declarant and Owner of all of the land in the Community, and by the Board of Directors of Stage Station at Woodmen Valley Homeowners Association, effective as of the date set forth above.

**DECLARANT:**

**DUSTY HILLS INCORPORATED**

a Colorado corporation

By: \_\_\_\_\_  
Michael West, President

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Michael West, President of Dusty Hills Incorporated, a Colorado corporation.

Witness my hand and official seal.

My commission expires \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

