

679

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CASTLE VALLEY RANCH  
A Planned Unit Development**

This First Amendment to Declaration of Covenants, Conditions and Restrictions is made this  
8<sup>th</sup> day of February, 1996, by Eric C. Williams (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of at least seventy-five percent (75%) of the total lots and units authorized within the Castle Valley Ranch, A Planned Unit Development, as the same appear upon plat thereof filed for record on August 10, 1983 as Reception No. 344590 in the office of the Clerk and Recorder of Garfield County, Colorado; and

WHEREAS, Declarant heretofore published and declared the Declaration of Covenants, Conditions and Restrictions for Castle Valley Ranch, A Planned Unit Development, by document recorded in the office of the Clerk and Recorder of Garfield County, Colorado as Reception No. 344748 in Book 632 at Page 961 (hereinafter referred to as the "Declaration");

NOW, THEREFORE, Declarant, in furtherance of the desires stated in the Declaration to protect the property values and to protect the health, convenience and welfare of the owners of the lots and units in Castle Valley Ranch, A Planned Unit Development, does hereby publish and declare the following amendments to the Declaration to become effective upon date of recordation of this First Amendment to Declaration of Covenants, Conditions and Restrictions:

1. Article II of the Declaration is hereby amended by adding thereto the following, to-wit:

Section 26. Landscaping Required. In the event a structure is substantially completed during the months of March through October, both inclusive, the Owner of the structure shall immediately landscape the front yard of the property by planting grass in all areas of the yard not covered by asphalt or concrete and which are not otherwise landscaped with trees, bushes or other appropriate landscaping. As to all structures completed between the months of November and February, both inclusive, the landscaping above required shall be installed no later than the succeeding April 1st.

16<sup>00</sup>

Section 27. Garage Required for Single Family Structure. Each single family structure shall have attached to it a garage of sufficient size to house at least one (1) automobile.

Section 28. Driveway Required. The driveway leading from the garage on each Lot or Tract shall be paved with asphalt or concrete the entire length from the garage to the street and be of sufficient width to accommodate at least one (1) automobile.

Section 29. Minimum Roof Pitch for Residential Structure. At least ninety percent (90%) of the roof of each residential structure shall have a roof pitch of no less than five:twelve (5:12) — for each one (1) foot of horizontal length, the roof must have a vertical rise of five (5) inches. If the remaining portion of the roof is less than five:twelve (5:12), the design and location of such remaining portion shall be subject to the approval of the ACC.

Section 30. Airconditioning Units. No airconditioning unit shall be installed on the roof of any structure and, if installed in the yard of a Lot or Tract, it shall be screened by landscaping or other suitable screening so that the unit cannot be viewed from a street.

2. Article V, Section 2, is hereby amended to read in its entirety as follows, to-wit:

Section 2. Enforcement. The ACC, or any Owner, shall have the right to enforce by any proceeding, at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendments thereto. Failure by the ACC or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The ACC shall not be liable to any Owner for failure to enforce any restriction, covenant or condition contained herein. In the event suit is filed to enforce the provisions of the Declaration or any amendments thereto, the costs of the proceeding shall be awarded to the prevailing party, including reasonable attorney fees.

3. Except as herein provided, all other terms and conditions of the Declaration are hereby ratified and confirmed.

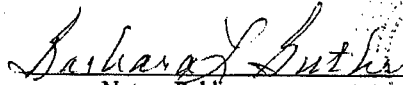
Dated the day and year first above written.

  
ERIC C. WILLIAMS

STATE OF COLORADO    )  
                              ) ss.  
COUNTY OF GARFIELD )

The above and foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 1996, by Eric C. Williams.

Witness my hand and seal.

  
Notary Public



Address: 9125 Cty Rd 241, New Castle, CO  
My commission expires: 9/3/98

*First Amendment to Declaration of Covenants, Conditions and Restrictions  
for Castle Valley Ranch, A Planned Unit Development*

*Page 3 of 3*

Return to: JAT, Delaney & Balcomb, P.O. Drawer 790, Glenwood Springs, CO 81602