



**THIRD AMENDMENT TO SECOND AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE GREENS AT DALTON**

This Third Amendment to Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the Greens at Dalton is made on the date set forth by the Greens at Dalton Owners Association, a Colorado nonprofit Corporation (the "Association").

RECITALS

A. The Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the Greens at Dalton ("Declaration") was recorded on July 23, 2020 at Reception No. 1174521 of the records of the La Plata County Clerk and Recorder. It has been amended by that Amendment to Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the Greens at Dalton recorded on October 19, 2021 at Reception No. 1200983 of the records of the La Plata County Clerk and Recorder and by that Second Amendment to Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the Greens at Dalton recorded on December 5, 2022 at Reception No. 1217733 of the records of the La Plata County Clerk and Recorder

B. Pursuant to Article 12 of the Declaration and C.R.S. § 38-33.3-217(l)(a)(l), the Declaration may be amended with a vote or agreement of unit owners of units to which more than fifty percent (50%) of the votes entitled to be cast by members of the Association are allocated. Further, C.R.S. § 38- 33.3-217(5) requires that amendments to the Declaration be prepared, executed, recorded, and certified on behalf of the association by any officer of the association designated for that purpose or, in the absence of designation, by the president of the association.

C. Pursuant to an affirmative vote of not less than 50% of the votes of the members of the Association obtained by written ballot, copies of which are retained in the Association's records, the Declaration is amended as set forth herein.

NOW THEREFORE, the undersigned President of the Association certifies the following amendments to the Declaration:

I. Amendment of Section 7.2 – Owner’s Maintenance Obligation.

Article 7, Section 7.2 is amended by amending the first sentence as set forth below and adding the second sentence below immediately after the first sentence (addition in italics):

Each Owner shall have the obligation, at such Owner’s sole cost and expense, to maintain and keep in good repair the Villa Interior, including the fixtures located therein, to the extent such repairs shall be necessary to avoid damage to other Lots or the Common Elements, *and shall also have the obligation to prevent ice build-up on the roof of their Villa so as to avoid damage to their Unit, other Lots or the Common Elements, including, as necessary, the duty to install and maintain “heat tape” to prevent such ice build-up. The Association shall have the right to demand that the Owner install such “heat tape” if it determines that such is necessary to prevent damage and shall have the right to install*

Return to AREM:
1201 Main Ave Ste 103
Durango CO 81301
arem@arempr.com

and maintain such if the Owner does not do so and then to charge the costs of doing so back to the Owner.

The remainder of Article 7, Section 7.2 shall remain unchanged.

II. Addition of Section 5.12-Real Estate Transfer Assessments.

Article 5 is amended by the addition of the following new Section 5.12 entitled "Real Estate Transfer Assessments":

a) Transfer Assessments. Upon each sale, conveyance or other transfer of title, a transfer assessment shall be paid by or on behalf of the new Owner in the amount of One Thousand Dollars (\$1,000.00). The transfer assessment shall be in addition to, not in lieu of, any Annual, Special or Default Assessments and shall not be considered an advance payment on any such assessments.

b) Working Capital. All transfer assessments shall be paid to and held by the Association as working capital.


c) Exempt Transfers. The following transfers shall be exempt from the transfer assessment required under Section 5.12(a): i) Any transfer by a co-Owner to any person or entity who was a co-Owner immediately prior to such transfer and for which no monetary consideration was paid; ii) any transfer by co-Owners for the sole purpose of creating or severing a joint tenancy; iii) any transfer by operation of law or pursuant to an Owner's will or other estate plan by reason of such Owner's death; iv) any gift; v) any transfer to an entity wholly owned by the grantor and for which no monetary consideration was paid; vi) any transfer to an Owner's lender pursuant to a deed in lieu of foreclosure or pursuant to a foreclosure sale under a deed of trust; vii) any transfer between former spouses pursuant to a court order or separation agreement; or viii) any other transfer of similar kind or nature to those other exempt transfers as described above as determined by the Board in their reasonable discretion on a case-by-case basis.

CERTIFICATION

IN WITNESS WHEREOF, the Association has on file written instruments signed by more than fifty percent (50%) of the Owners of lots within the Greens at Dalton, each lot entitled to one vote, approving, agreeing to and adopting this Third Amendment to Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the Greens at Dalton which is hereby certified and declared to be in full force and effect as of the date set forth below.

Dated this 2 day of August, 2023.

Greens at Dalton Owners Association, Inc.

By: 
Steven Ted Hood, President

