

**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
THE MEADOWS AT POUDBRE RIVER RANCH,  
A PLANNED COMMUNITY,  
AND THE MEADOWS AT POUDBRE RIVER RANCH  
OF GREELEY SUBASSOCIATION**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE MEADOWS AT POUDBRE RIVER RANCH, A PLANNED COMMUNITY, AND THE MEADOWS AT POUDBRE RIVER RANCH OF GREELEY SUBASSOCIATION ("Third Amendment") is made and entered into as of the 10<sup>th</sup> day of February, 2006, by THE MEADOWS AT POUDBRE RIVER RANCH OF GREELEY SUBASSOCIATION, a Colorado Non-Profit Corporation (the "Association").

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for The Meadows at Poudre River Ranch, a Planned Community, and The Meadows at Poudre River Ranch of Greeley Subassociation was recorded December 8, 1999, at Reception No. 2737253 of the Weld County, Colorado records; and said Declaration was amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for The Meadows at Poudre River Ranch, a Planned Community, and The Meadows at Poudre River Ranch of Greeley Subassociation recorded April 11, 2002, at Reception No. 2941987 of the Weld County, Colorado records and was amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Meadows at Poudre River Ranch, a Planned Community, and The Meadows at Poudre River Ranch of Greeley Subassociation recorded January 31, 2005, at Reception No. 3257569 of the Weld County, Colorado records (collectively, the "Declaration"); and

WHEREAS, Article X, Section 2 of the Declaration reserved to the Owners the right and power to amend the Declaration in accordance with the provisions of Colorado statutes, and the applicable Colorado statutes provide for amendment of the Declaration, in certain respects by vote or agreement of Owners to whom more than fifty percent (50%) of the votes in the homeowners association are allocated; and

WHEREAS, Article XII, Section 2 of the Declaration requires the written consent of at least sixty-seven percent (67%) of the Owners with respect to changes in the method of assessment or modifications of maintenance responsibilities; and

WHEREAS, at a meeting of the Owners, after proper notice, the Owners, by more than sixty-seven percent (67%) of the votes entitled to vote thereon have agreed to amend the Declaration as set forth herein, and at least sixty-seven percent (67%) of such Owners have evidenced their approval of such amendment by written consent; and

WHEREAS, the Association, acting on behalf of the Owners, desires to amend the Declaration in the following respects:

1. The Association hereby publishes and declares that the Property shall be held, sold, conveyed, transferred, leased, subleased and occupied subject to the easements, covenants, conditions and restrictions set forth in the Declaration, as amended and modified herein.

2. Article VI of the Declaration is hereby amended by the addition of **Section 12.1-Certain Canines, Dangerous, And Incompatible Animals Prohibited**, to read in its entirety as follows:

**Section 12.1 Certain Canines, Dangerous, And Incompatible Animals Prohibited.**

**Certain breeds of canines (dogs) are prohibited from being kept, harbored, or present within the Project for any period of time as follows: American Pit Bull Terrier (also known as an American Staffordshire Terrier or Staffordshire Bull Terrier), Akita, Chow, Rottweiler, Wolf and Wolf Hybrid (i.e. wolf mixed with any breed).**

**Dangerous or incompatible animals are prohibited from being kept, harbored, or present within the Project for any period of time. A dangerous or incompatible animal shall be as determined by and in the sole discretion of the Board. Any Member or Owner who desires to keep, harbor, or have an animal present within the Project for any period of time that is questionable as to whether or not it is a dangerous or an incompatible animal shall make advance inquiry to the Board. All animals are questionable other than domestic cats, domestic birds, fish, and dogs that are not a prohibited breed as stated hereinabove.**

**Any prohibited breed of canine (dog) as stated hereinabove, and any dangerous or incompatible animal as determined by and in the sole discretion of the Board that is found to be present within the Project shall be immediately removed from the Project upon verbal notification or written notice to the responsible Member or Owner. Written notice may be mailed or posted upon the responsible Member or Owner's Living Unit. Upon failure to immediately remove the animal, the Board may take such measures as are necessary to remove the animal.**

3. The effective date of this Third Amendment of the Declaration as set forth above shall be the date of recording of this Third Amendment in the real property records of Weld County, Colorado.





