

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENT OF SIENA VIEW SUBDIVISION**

This Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Siena View Subdivision is made pursuant to the provisions of C.R.S. § 38-33.3-217(4)(a) by the Owners holding not less than 67% of the votes entitled to be cast.

RECITALS

The Declaration was amended and recorded on September 8, 2010 at Reception No. 2545226, Bk 5055 Pg 50 of the real property records of Mesa County. The Declaration, as amended, provided the right to further subdivide Lot 8, Block 1 to allow the creation of up to ten (10) Lots. However, the Owners now collectively wish to cause for the second amendment of the Declaration in order to accomplish the following: (i) allow the creation of up to twelve (12) Lots by and through the further subdivision of Lot 8, Block 1 (Mesa County parcel number 2943-173-46-000); (ii) allow for an extension of the existing road to accommodate the additional subdivision; (iii) convey the additional two (2) lots (on Mesa County parcel number 2943-173-46-000) created hereunder to Wexford3, LLC; (iv) to divert Siena View Subdivision's drainage and storm water run-off and relevant obligations from Siena View Subdivision's common area retention pond presently existing on Mesa County parcel number 2943-173-46-000 to and through the existing Wexford Subdivision storm water and drainage system; (v) to accordingly vacate the storm water detention pond existing on Mesa County parcel number 2943-173-46-000; (vi) to adopt, affirm and agree to be subject to the provisions of the Declaration of Covenants, Conditions, and Restrictions for Wexford Estates Subdivision (filed at Mesa County Recorder Reception #2740228) and Post-Construction Stormwater Control Operations and Maintenance Agreement (filed at Mesa County Recorder Reception #2562944) to the extent and only to the extent that those documents relate to burdens and benefits associated with storm water management and drainage including those relating to contribution to and supporting the common area maintenance, management and operations; and (vii) to agree to contribute to and be responsible for 25% of the total annual storm water management and drainage costs incurred by Wexford Subdivision including operational costs and those costs incurred in the maintenance, management and support of the relevant common areas and facilities.

Now therefore, the Declaration is amended to provide as follows:

1. Article VII is amended by the addition of the following:

7.5. Future Developments. It is contemplated that Lot 8, Block 1, Siena View Subdivision will be developed pursuant to a coordinated plan which may, from time to time, be amended or modified. The original Declarant, Siena View, LLC, and any successor to whom the right is assigned, shall have the right to create lots and common areas on Lot 8, Block 1 and to subdivide any portion of Lot 8, Block 1 and convert said lot into a total of lots not exceeding twelve (12). These rights may be exercised with respect to any portion of Lot 8, Block 1 at any time on or before December 31, 2017. As each lot created from Lot 8, Block 1 is developed and added, the Declarant shall comply with the provisions of C.R.S. §38-33.3.210.

2. Paragraph 10.4 is amended so that the last date set forth in said Paragraph shall be amended to December 31, 2019.

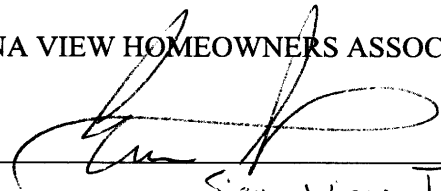
3. Siena View Subdivision hereby adopts, affirms and agree to be subject to the provisions of the Declaration of Covenants, Conditions, and Restrictions for Wexford Estates Subdivision (filed at Mesa County Recorder Reception #2740228) and Post-Construction Storm water Control Operations and Maintenance Agreement (filed at Mesa County Recorder Reception #2562944) to the extent and only to the extent that those documents relate to burdens and benefits associated with storm water management and drainage on Wexford Subdivision, including those relating to contribution to and supporting the common area maintenance, management and operations. Siena View Subdivision agrees to contribute to and be responsible for 25% of the total annual storm water management and drainage costs incurred by Wexford Subdivision including operational costs and those costs incurred in the maintenance, management and support of the relevant common areas and facilities.

CERTIFICATION

Pursuant to C.R.S. § 38-33.3-217(5), the undersigned, president of Siena View Homeowners Association, Inc. certifies that this amendment has been approved by the affirmative vote of not less than 67% of the owners and members of Siena View Homeowners Association, Inc.

SIENA VIEW HOMEOWNERS ASSOCIATION, INC.

BY:


Siena View Treasurer

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn before me this 8th day of Sept, 2017 by Evan Curtis, who is personally known to me or who proved to me upon presentation of personal identification that he/she is the person who signed the foregoing.

Witness my hand and official seal.

My commission expires: 2/26/19

Vanessa L Curtis
Notary Public

