

_____ **AMENDMENT TO DECLARATION OF LAWSON HILL**

THIS _____ AMENDMENT TO DECLARATION OF LAWSON HILL

(“**Amendment**”), made effective as of _____, 202__ (“**Effective Date**”), is made by The Lawson Hill Propertyowners’ Company, a Colorado nonprofit corporation (“**Association**”).

RECITALS

A. The Lawson Planned Unit Development/Subdivision (“**Community**”) exists in accordance with the following described documents (“**Lawson Hill Governing Documents**”):

- (i) Declaration for Lawson Hill, recorded April 16, 1992 in Book 490 at page 925 (“**Original Declaration**”), as amended and supplemented from time to time (collectively and together with the Original Declaration, the “**Declarations**”).
- (ii) Final Plat for Lawson Hill, described as Lawson Hill, Phase 1, recorded on April 16, 1992 in Plat Book 1 at page 1272 (“**Original Plat**”), as amended and supplemented from time to time (collectively and together with the Original Plat, the “**Plat**”).
- (iii) The Articles of Incorporation, the Bylaws, the Rules and Regulations and the Governance Policies for The Lawson Hill Propertyowners’ Company, a Colorado nonprofit corporation (“**Association**”).

B. The Community consists of certain platted lots (“**Lots**”), each separately owned by a “**Lot Owner**”, and certain “**Open Space Parcels**” or “**Common Areas**”, roads and other infrastructure, owned, operated, managed and maintained by the HOC. The Lots and Open Space Parcels are as depicted and described in the Lawson Hill Governing Documents.

C. The Declaration, consistent with the requirements of the Lawson Hill PUD Approvals included provisions in the Declaration that restricted the presence of dogs in the Community, as follows (“**Dog Restrictions**”):

3.8. Animal Control Function: The Association may provide for regulations and funds to enforce animal control or a ban on animals in Lawson Hill.

9.9. Restriction on Animals: No dog shall be allowed within Lawson Hill at any time. No other animal shall be kept on any Property which bother or constitute a nuisance to other owners or in contravention of any rule or regulation of the Association.

D. Development of the Community was authorized pursuant to certain land use approvals granted by San Miguel County, Colorado (“**County**”), including, without limitation, a certain Planned Unit Development for Lawson Hill (“**Lawson Hill PUD**”), evidenced by certain resolutions, plats and agreements, including, without limitation, the following (“**Lawson Hill PUD Approvals**”):

- (a) BOCC Resolution #1991-22 recorded May 3, 1991 in Reception No. 270658;
- (b) Preliminary Development Plan and Agreement recorded May 3, 1991 in Reception No. 270658 (“**Lawson Hill PUD Agreement**”), including the restriction contained in Section

17.2.1. which provides that “No dog shall be allowed within Lawson Hill at any time” (“**County Dog Restriction**”);

(c) BOCC Resolution #1991-49 recorded March 26, 1992 in Reception No. 275923

(d) The First Technical Amendment thereto recorded March 21, 1991 in Book 475 at page 860;

E. The Association, with the approval of the requisite percentage of Lot Owners, is amending the Declaration to modify the Dog Restrictions as provided for herein.

F. Simultaneous with this Declaration Amendment, the Association is seeking County approval to amend the Lawson Hill PUD Approvals to revise the County Dog Restriction.

NOW THEREFORE, the Association does hereby publish, declare and amend the Declaration as follows:

ARTICLE I AMENDMENTS TO DECLARATION

1. **Amendment to Section 9.9.** The Declaration is hereby amended to amend, restate and relace Section 9.9 in its entirety with the following new Section 9.9:

9.9. **Pets.**

9.9.1. “**Pets**” means generally recognized household pets such as dogs, cats, fish, birds, rodents, and non-poisonous reptiles. Horses, chickens, roosters, pigs, other farm animals are not deemed to be Pets for purposes of the Declaration and shall not be allowed or otherwise kept within the Community. In instances where the foregoing provisions limit or preclude the right of a person to have a Pet under applicable local, state or federal law for purposes such as an ADA Service Animal or as an Emotional Support Animal or allowances made under similar laws and regulations, the Association will make reasonable accommodations for such Pets consistent with applicable laws and regulations.

9.9.2 Subject to the requirements and limitations in this Section 9.9, for lots in the residential portion of Lawson Hill, an owner of a Lot, including their guests and tenants, may have a reasonable number of Pets in their premises from time to time. However, no residential owner and/or tenant shall have more than two dogs living in a residential unit at any time.

9.9.3. Subject to the requirements and limitations in this Section 9.9, for lots in the non-residential portion of Lawson Hill, an owner of a Lot, including their employees, tenants and customers, may have a reasonable number of Pets in their premises from time to time, during the normal hours of operation of the business. A veterinarian practice occurring in the non-residential portion of Lawson Hill is allowed, with indoor overnight boarding for pets under the care of the veterinarian being allowed. Grooming of a Pet occurring in the

non-residential portion of Lawson Hill is allowed provided that it will occur indoors, but without overnight boarding for pets being allowed.

- 9.9.4. The Association is authorized and directed to promulgate, monitor and reasonably enforce Rules and Regulations that further regulate the keeping and presence of Pets in the Community (“**Pet Regulations**”).
- 9.9.5. The keeping of a Pet in the Community is subject to the following requirements and limitations:
 - (a) The keeping of a Pet shall be in compliance with the Declaration, any Rules and Regulations adopted by the Association from time to time, including “Pet Regulations,” and in accordance with the Lawson Hill PUD Approvals, along with all applicable laws, regulations and restrictions and promulgated by the local, state or federal governmental bodies having jurisdiction over the Community.
 - (b) Pets shall not be bred, sold or kept in the Community for any commercial purpose.
 - (c) All Pets shall be properly immunized and otherwise maintained and cared for as required by applicable laws.
 - (d) Pets, with the exception of cats, shall not be left unattended outdoors on decks or otherwise. Dog runs or fenced areas are not allowed unless specifically approved by the Lawson Design Review Board.
 - (e) Pets shall not be fed outside.
 - (f) The keeping of a Pet shall not result in unreasonable amount of noise or odor, or do not otherwise become a nuisance or threat to other Owners.
 - (g) Dogs must be restrained at all times within the Owner’s Lot, and shall not be permitted outside such Lot except when leashed, and accompanied by the pet’s owner or the owner’s representative.
 - (h) Contractors and subcontractors may not bring dogs or other pets into the Community.
 - (i) No overnight boarding of a Pet for commercial purposes shall be allowed.
- 9.9.6. The Owner of a Lot where a Pet is kept or the business in which the Pet is brought, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage

and destruction caused by the pet, and for any clean-up of the Owner's Lot and of streets, sidewalks, Association Property or other Lots necessitated by such pet.

2. The requisite percentage of Lots Owners required to amend the Declaration have executed certain written "**Owner Consents**" consenting to and authorizing and directing the Association to amend the Governing Documents as provided for in this Declaration Amendment, including the adoption of the Lawson Hill Dog Regulations. The Board of Directors hereby authorizes the President of the Association to execute and record the within Amendment. Copies of the Owner Consents are on file with the Association.

3. Consistent with the requirements of Section 12.14 of the Declarations, the San Miguel County, Colorado, a body corporate and politic, acting by and through its Board of County Commissioners ("**BOCC**") join in this Declaration Amendment to acknowledge and consent to the amendments to the Declarations as provided for herein.

4. Since the matters addressed in the Declaration Amendment are not defined to be "material matters" as indicated in Section 12.5 of the Declaration, the consent of any mortgagee is not required for this Declaration Amendment.

5. Except as amended by the terms of this Amendment, all other terms, conditions and provisions of the Declaration and the Plat, not specifically modified by this Amendment, shall remain in full force and effect without further amendment.

6. This Declaration Amendment shall become effective upon its recordation in the Official Records of Clerk and Recorder for San Miguel County, Colorado.

IN WITNESS WHEREOF, the Association has approved and consented to and does hereby duly adopt, execute and deliverer this Declaration Amendment, intending it to become effective as of the Effective Date.

**The Lawson Hill Propertyowners' Company,
a Colorado nonprofit corporation**

By: _____

State of Colorado
County of San Miguel

Subscribed to and acknowledged before me this ____ day of _____, 202 ____, by
_____ as the _____ of The Lawson Hill Propertyowners' Company, a
Colorado nonprofit corporation.

Witness my hand and official seal.

_____ My commission expires: _____
Notary Public

