

AUG 31 2004

After Recording Return To:

Orten & Hindman, P.C.
11910 W. 48th Ave.
Wheat Ridge, CO 80033-2166

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF HOMEOWNERS ASSOCIATION OF
HOMESTEAD FARM II**

THIS AMENDMENT is made this 26th day of AUGUST, 2004.

RECITALS

- A. Sanford Farms, Inc., a Colorado limited liability partnership, created the Homestead Farm II community ("Community") by recording a Declaration of Covenants, Conditions and Restrictions of Homeowners Association of Homestead Farm II in the real property records of the County of Arapahoe, State of Colorado, in Book 3223, Page 380, at Reception No. 1969848 (the "Original Declaration").
- B. Pursuant to Article XV, Section 1 of the Original Declaration, the Declaration may be amended by an instrument approved in writing by not less than 75% of the Members.
- C. The undersigned, being the President and Secretary of the Association, hereby certify that at least 75% of the Members have approved this Amendment in writing.
- D. As amended by this Amendment, the Original Declaration is referred to as the "Declaration."

NOW THEREFORE,

I. Amendments. The Declaration is hereby amended as follows:

- (a) Addition. Article I shall be amended by adding the following definition thereto:

(I) "Perimeter Fence" shall mean and refer to the fencing located on the exterior of the Properties, some of which is located on Common Areas and some of which is located on Lots, generally as depicted on Exhibit A, attached hereto and incorporated herein by reference and such other elements defined as such by the Association in the Declaration or any resolution of the Board of Directors of the Association.

- (b) **Amendment.** Article VI, Section 3(d) is amended to add Perimeter Fence maintenance to that section so that Article VI, Section 3(d) shall read as follows:

(d) The assessment shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine are necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area and the Perimeter Fence, which sums may include, but not be limited to: any tax on the Common Area; insurance premiums for fire with extended coverage and vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all the Common Area and Perimeter Fence improvements; casualty and public liability and other insurance premiums; maintenance, landscaping and care of grounds, streets, lighting and heating; maintenance, repairs; renovations and replacement of the Common Areas and Perimeter Fence; wages; charges for water used by the Association; any expenses of providing security and protection of the Owners and their dwellings; legal and accounting fees; management fees; expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration; payment of any deficit remaining for any previous period; the creation of a reasonable contingency or other reserve or surplus funds; and any and all other costs and expenses necessary to carry out the terms and intent of this Declaration or as permitted by law.

- (c) **Amendment.** Article VI, Section 4 is amended by deleting that section in its entirety and substituting therefor the following:

Section 4. Special Assessments.

A. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area, including fixtures and personal property related thereto, or for any other purpose deemed necessary and appropriate by the Board of Directors; but only upon the affirmative vote of two-thirds (2/3) of the Owners present and voting at a meeting called for that purpose or by mail ballot as provided by Colorado law. Special assessments may be payable in installments extending beyond the fiscal year in which the special assessment is approved.

B. In addition to the special assessments in Section 4A above, the Association may levy a two level special assessment (the "Perimeter Fence Assessment") to defray, in whole or in part, the costs of the replacement of the Perimeter Fence. The Perimeter Fence Assessment shall be allocated among perimeter Lots and interior Lots (as defined in Exhibit B attached hereto and incorporated herein by reference), but only upon the affirmative vote of two-thirds (2/3) of the Owners present and voting at a meeting called for that purpose or by mail ballot as provided by Colorado law. Perimeter Fence Assessments may be payable in installments extending beyond the fiscal year in which the Perimeter Fence Assessment is approved.

- (d) **Amendment.** Article VI, Section 8 is amended by deleting that section in its entirety and substituting therefor the following:

Section 8. Rates of Assessment. Except for the Perimeter Fence Assessment, both the annual and special assessments shall be fixed at a uniform rate for all Lots. The Perimeter Fence Assessment shall be fixed at two rates as more particularly provided in Section 4B of this Article.

- (e) **Amendment.** Article XI, Section 1 is amended to add Perimeter Fence maintenance, repair and replacement to that section so that Article XI, Section 1(d) shall read as follows:

Section 1. Maintenance

A. By the Owners. As soon as the growing season reasonably permits, the grounds around all residences on Lots shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free from dust and weeds. Except for the Perimeter Fence, Owners shall maintain all fences on Lots in good repair and in a clean and attractive manner. Owners of Lots with the Perimeter Fence shall maintain landscaping so that it does not damage the Perimeter Fence. Owners of Lots with the Perimeter fence may stain the interior side of the Perimeter Fence with a stain that matches the color on the exterior maintained by the Association. The structures and grounds of each Lot shall be maintained in a neat and attractive manner. Upon the Owner's failure to do so, the Committee may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment and have the dead trees, shrubs and plants removed from any Lot.

B. By the Association. The Association shall maintain, repair, replace and improve the Common Areas and the Perimeter Fence; provided, however, the Association shall not be responsible for staining the interior side of the Perimeter

Fence. The Association, in its sole discretion, shall determine the time and manner in which such maintenance shall be performed and the materials used. If an landscaping on a Lot damages the Perimeter Fence, the Owner will be responsible for the cost of repairing such damage and any amounts shall be an assessment against the Lot that may be collected as provided in Article VI of this Declaration.

- (f) **Amendment.** Article XI, Section 3 is amended to clarify that this section applies to Sections 1A and 2 of this Article (not to Section 1B) so that Article XI, Section 3 shall read as follows:

Section 3. Assessment of Cost. The cost of such maintenance referred to in Sections 1A and 2 of this Article shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the monthly maintenance assessment or charge to which such Lot is subject under Article VI hereof.

- (g) **Amendment.** Article XV, Section 2 is amended by deleting that section in its entirety and substituting therefor the following:

Section 2. Registration by Owner of Mailing Address. Each Owner shall register his or her mailing address with the Association. All notices to any Owner shall be mailed or hand delivered to the Owner's address as it appears in the records of the Association. All notices shall be deemed to have been given when mailed delivered or transmitted, except notices of changes of address, which shall be deemed to have been given when received.

II. **No Other Amendments.** Except as amended by the terms of this Amendment and previous amendments, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

**HOMEOWNERS ASSOCIATION OF
HOMESTEAD FARM II, a Colorado nonprofit
corporation**

By: [Signature]
President

By: [Signature]
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing was acknowledged before me this 26th day of AUGUST,
~~2007~~, by MARK MEASNER, as President of Homeowners Association of
Homestead Farm II, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 4-21-2008

[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing was acknowledged before me this 26th day of AUGUST,
~~2007~~, by DAVID S. MAZUR, as Secretary of Homeowners Association
of Homestead Farm II, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 4-21-2008

[Signature]