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RECORDED IN JEFFERSON COUNTY, COLORADO

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PRECEDENT AT STONY CREEK

26<sup>00</sup>  
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This First Amendment to Declaration of Covenants, Conditions and Restrictions for Stony Creek ("First Amendment") is dated the 19 day of May, 2004.

1-5

RECITALS

Whereas, on November 23, 1983 the Declaration of Covenants, Conditions and Restrictions for Precedent at Stony Creek ("Declaration") was recorded at Reception number 83112557 in the offices of the Clerk and Recorder in Jefferson County, Colorado; and

Whereas, Section 17.2 of the Declaration provides that it shall run with and bind the Properties (as defined in the Declaration) for a term of twenty (20) years from the date it was recorded, and further, that it shall not be amended without the consent of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, and approval of sixty-seven percent (67%) of the First Mortgagees; and

Whereas, the Owners of Lots to which sixty-seven percent (67%) of the votes in the Association are allocated have consented to the amendments to the Declaration contained herein; and

Whereas, the Association has filed a Petition for Court Approval of this First Amendment of the Declaration with the District Court of Jefferson County, Colorado in accordance with Section 38-33.3-217 of the Colorado Revised Statutes; and

Whereas, the District Court for Jefferson County, Colorado has, on April 23, 2004, approved the Association's Petition and has authorized that this First Amendment be executed by the President of the Association and recorded in each county that includes all or any portion of the Association's community.

Now Therefore, the undersigned, hereby amend the Declaration as follows:

- 1. Section 3.1(c) of the Declaration is hereby revoked, and the following is substituted therefor:

Section 3.1

(c) the right of the Association to grant easements, leases, licenses and concessions through or over the Common Areas, and the right to use the Common Area Improvements, on such terms as the Board deems appropriate, including specifically, easements, leases, licenses and concessions for the use and benefit of one or more, but less than all, of the Owners.

- 2. Section 6.1 of the Declaration is hereby revoked, and the following is substituted therefor:

Section 6.1 Common Areas. Except as specifically provided herein, the Association, subject to the rights of Owners with respect to their individual Lots and any easements, leases, licenses and concessions granted to them, shall be responsible for the exclusive management and control of the Common Areas and Common Area Improvements (including furnishings and equipment related thereto), and, to the extent otherwise provided herein, the maintenance of the Dwelling Unit exteriors and Lot Improvements, and shall keep the same in good, clean, attractive and sanitary condition. The cost of such management operation, maintenance, and repair by the Association shall be borne as provided in Article IX. 2

3. Section 6.4 of the Declaration is hereby revoked, and the following is substituted therefor:

Section 6.4 Common Area Use. All Common Areas and Common Area Improvements described in Sections 2.4 and 2.5 of this Declaration are dedicated to the common use and enjoyment of the Owners for general recreation, pedestrian traffic, vehicular traffic, green area, and other such uses common to all Owners as determined by the Association, pursuant to the covenants, provisions, and restrictions contained herein, or as further defined in the Association Bylaws and any Rules and Regulations promulgated by the Association, except that driveways adjacent to each individual Lot shall be for the exclusive use of that Lot's Owner and his guests, and except that any easement, lease, license or concession through or over the Common Areas granted by the Board as provided in Section 3.1(c) shall be for the exclusive use of the Lot Owner to whom such easement, lease, license or concession is granted or his guests.

4. Section 6.6 of the Declaration is hereby revoked, and the following is substituted therefor:

Section 6.6 Maintenance of Individual Lots. The ownership of the Lots, together with Dwelling Units and Lot Improvements, shall be evidenced by a Deed to such Lot. Maintenance, upkeep and repairs of the patio area and any privacy fence and any landscaping or Lot Improvements within the patio area or the area enclosed by a privacy fence, and any area subject to any easement, lease, license or concession through or over the Common Areas granted by the Board as provided in Section 3.1(c), are the responsibility of the Owner of such Lot on which such improvements are located, or which Lot benefits from such easement, lease, license or concession.

In the event an Owner(s) shall fail to maintain his patio area or the area enclosed by a privacy fence and any area subject to any easement, lease, license or concession through or over the Common Areas granted by the Board as provided in Section 3.1(c) and the Improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the exterior of the Buildings and other Improvements erected within the patio area or the area enclosed by a privacy fence and any area subject to any easement, lease, license

or concession through or over the Common Areas granted by the Board as provided in Section 3.1(c). The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. In the event the Association should determine that such failure to maintain, upkeep and repair such areas is sufficiently widespread as to result in the Association's desire to undertake such maintenance, upkeep and repair generally, then the Association shall so notify the Owners, and include budgeted costs for such maintenance, upkeep and repair as an additional Common Expense that will be chargeable, collectible and enforceable as additional assessments pursuant to the provisions of Article IX. 3

No further landscaping, including without limitation the planting of new items or the removal of existing items, or other such changes in the appearance of front, side and back portions of an Owner's Lot or in any portion of the Common Area subject to any easement, lease, license or concession through or over the Common Areas granted by the Board as provided in Section 3.1(c), shall be permitted, except with the prior approval of the Architectural Control Committee as provided in Article XI. However, such portions of each Lot shall be for the exclusive use of the Owner, subject to the rights of the Association to have the area kept in neat and orderly condition, as provided in this Section.

5. Section 8.1 of the Declaration is hereby revoked, and the following is substituted therefor:

Section 8.1 By the Owner. Except as permitted herein, for purposes of maintenance, repair, alteration and remodeling, an Owner shall have the obligation to pay assessments to the Association to maintain, repair, alter and remodel his individual Lot. The obligation to maintain any privacy fence or other structure enclosing a patio, balcony, storage room, yard or deck area shall be that of the Owner. No Owner shall, however, make any changes or alterations of any type or kind whatsoever to the exterior surfaces of his Dwelling Unit or to other Lot Improvements without the prior approval of the Association's Architectural Control Committee pursuant to Article XI hereunder. An Owner shall maintain, or as directed by the Association, pay assessments to maintain, and keep in good repair and in a clean, safe, attractive and slightly condition, the Lot, Dwelling Unit and all Lot Improvements, including landscaping, and including all Improvements and landscaping within the area of any easement, lease, license or concession through or over the Common Areas granted by the Board as provided in Section 3.1(c). An Owner shall reimburse the Association for any expenditure (including deductible amount under the insurance policies) incurred for replacing or repairing of any parts of the Common Area and Common Area Improvements damaged through the fault of an Owner, or the Owner's guests, invitees, or tenants, and the Association shall be entitled to assess such Owner for such amounts which shall be payable, collectible, and enforceable in the same manner as assessments pursuant to Article IX. If any Owner fails to carry out or neglects the responsibilities set forth in this Section, the Association may fulfill the same and charge such Owner therefor, and such amounts so charged shall be payable, collectible and enforceable in the same manner as assessments pursuant to Article IX.

- 6. Section 8.2 of the Declaration is hereby revoked, and the following is substituted therefor: 4

Section 8.2 By the Association. In addition to the maintenance upon the Common Area, including the Common Area Improvements (but except Improvements and landscaping within the area of any easement, lease, license or concession through or over the Common Areas granted by the Board as provided in Section 3.1(c)), the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roof, gutters, downspouts, exterior building surfaces, walks, landscaping, maintenance of the front and side Lots and other similar exterior improvements. Such exterior maintenance shall not include the maintenance or the repair of entry doors, frames, or sliding glass doors and windows, which shall be the sole responsibility of the Owner. Determination of whether such repair or maintenance is the obligation of the Association shall rest solely with the Association, which shall have the sole responsibility for determining the kind and type of materials used in such repair and maintenance.

In the event that the need for maintenance and/or repair of a Lot and its Improvements or of the Common Area and its Improvements is caused through the willful or negligent acts of the Owner, his family, guest, or invitees, the cost of such maintenance and/or repairs shall be added to and become a part of the assessment to which each Owner is subject, as further set forth in Article IX hereunder.

- 7. Section 12.4 of the Declaration is hereby revoked, and the following is substituted therefor:

Section 12.4 Owner's Personal Liability and Property Insurance. An Owner may carry such personal liability insurance, in addition to that herein covered, as such Owner may desire. In addition, any improvements made by an Owner to the real property within a Lot, as well as the personal property of the Owner and any Common Areas Improvements or Improvements made to the Common Areas subject to any easement, lease, license or concession through or over the Common Areas granted by the Board as provided in Section 3.1(c), may be separately insured by such Owner, such insurance to be limited to the type and nature of coverage often referred to as "Tenant's Improvement and Betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carriers as to negligent Owners.

- 8. The following Section 21.11 is hereby added:

Section 21.11 Construction of Declaration With Respect to Rights Granted to Owners. In all respects where the Declaration refers to an Owner's Lot, such reference shall be deemed to mean and refer to any easements, leases, licenses and concessions through or over the Common Areas, and the right to use the Common Area Improvements, granted by the Association pursuant to Section 3.1(c) herein.

