

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR 2534 MASTER ASSOCIATION**

This First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for 2534 Master Association ("Amendment") is duly approved by the Members of the 2534 Master Association ("Master Association") on this 19th day of October, 2010.

RECITALS

A. The Declaration of Covenants, Conditions, Restrictions and Easements for 2534 Master Association was executed on the 30th day of March, 2005, and recorded in the Office of the Clerk and Recorder for Larimer County, Colorado, on June 16, 2005 at Reception No. 20050049299 ("Declaration").

B. The Declaration is now in full force and effect with respect to the lands described in Exhibit A below.

C. The purpose of the Members of the Master Association in approving this Amendment to Section 10.1 Maintenance of Lots and Landscaping of the Declaration is to enable the Master Association to more efficiently and effectively carry out its obligations under the Declaration and other 2534 Documents and ensure that that properties subject to the Declaration are maintained to the best practical standard.

PROVISIONS OF AMENDMENT

1. The provisions of Section 10.1 of the Declaration are amended in their entirety by deleting the prior language and shall now provide as follows:

10.1 Maintenance of Lots and Landscaping. All onsite maintenance of Landscaping on Lots and the Common Element within 2534 shall be conducted by the Association except: (i) on Lots used for single family residential purposes; (ii) where a Member Association elects to assume onsite maintenance of Landscaping on Lots and the Common Element within its common interest community; (iii) where an Owner elects to assume onsite maintenance on his Lot; or (iv) if the Executive Board, in its sole and exclusive discretion, determines that onsite maintenance on any one or more Lots is uneconomical, unduly burdensome, or is in any manner not in the best interests of the Association. In the case of 10.1 (ii) and (iii), the elections to assume maintenance shall be subject to review and approval by the Executive Board. Such approval may be revoked by the Executive Board in the event a Member Association or Owner fails to maintain the Landscaping in

✓ **After recording, return to:**
Wolfe, Van Ackern & Cuypers LLP
1008 Centre Avenue
Fort Collins, CO 80526

a manner which meets community-wide standards of 2534. The expenses of maintenance conducted on Lots shall be a Common Expense Assessment specially benefiting each Lot to be levied and assessed in accordance with Sections 12.4 and 12.8 (d) below.

Each Owner shall maintain his Lot and Improvements in accordance with the community-wide standards of the 2534. The Master Association may, in the discretion of the Board, assume the maintenance responsibilities of an Owner if, in the opinion of the Executive Board, the level and quality of maintenance being provided by such Owner does not satisfy such standards. Before assuming the maintenance responsibilities, the Executive Board shall notify the Owner in writing of its intention to do so. If the Owner has not commenced and diligently pursued remedial action within ten (10) days after receiving such written notice, then the Association may proceed. The expenses of the maintenance by the Association shall be reimbursed to the Association by the Owner within thirty (30) days after the Association notifies the Owner of the amount due, and any sum not reimbursed within that thirty (30) day period shall bear interest at the Default Rate from the date of the expenditure until payment in full. Such charges shall be a Default Assessment enforceable as provided in Article XII.

In addition to the foregoing, the Master Association may levy fines against any Owner failing to maintain his Lot and Improvements in accordance with the community-wide standards of the 2534 in such amounts as the Executive Board may establish from time to time

2. Except as provided herein, all other terms and conditions of the Declaration shall remain in full force and effect unless amended hereafter

CERTIFICATE OF EXECUTIVE BOARD

The undersigned, being all of the members of the Executive Board of 2534 Master Association hereby certify that this First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for 2534 Master Association has been approved by the affirmative vote of Members of the 2534 Master Association holding at least sixty-seven percent (67.0%) of the voting power of the said Master Association present in person or by proxy at a duly constituted meeting of the Members on October 19, 2010.



Gary Gerrard, Director



Dale Boehner, Director



Nick Christensen, Director



Nathan Gerrard, Director



Todd Williams, Director

CERTIFICATE OF PRESIDENT AND SECRETARY

The undersigned, being the duly appointed and now acting President and Secretary of 2534 Master Association, hereby certify that the foregoing document sets forth in full the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for 2534 Master Association which has been approved by the affirmative vote of Members of the 2534 Master Association holding at least sixty-seven percent (67.0%) of the voting power of the said Master Association present in person or by proxy at a duly constituted meeting of the Members on October __, 2010, and certified by the Executive Board as set forth above and that this Amendment shall be effective upon the recordation in the Office of the Clerk and Recorder of Larimer County, Colorado.

ATTEST:



Nathan Gerrard, Secretary

2535 Master Association
A Colorado nonprofit corporation

By: 

Todd Williams, President

EXHIBIT "A"

Legal Description of Lands Subject to 2534 Master Association Declaration

2534 being a Subdivision of a portion of the Northeast $\frac{1}{4}$ of Section 15, the North $\frac{1}{2}$ of Section 14 and the Southwest $\frac{1}{4}$ of Section 14, Township 5 North, Range 68 West of the 6th Principal Meridian, and being a replat of Lot 2, Kness MRD S-30-88, Lots 1 and 2, Thompson Ranch M.L.D. No. 99-S1425, Lot 1, Block 1, Thompson Crossing Filing No. 1, and Lot 2, Frank M.L.D. No. 96-EX0838, Town of Johnstown, County of Larimer, State of Colorado.

2534 Northwest, a portion of the Northeast Quarter of Section 15, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado.

2534 West First Filing, A Replat of Lot 2, Arndt Minor Land Division # 04-S2257 located in the Northeast Quarter of Section 15, Township 5 North, Range 68 West of the 6TH P.M., Larimer County, Colorado.

The above legal descriptions shall apply to all subsequent replats, subdivisions, and filings of the lands within the foregoing descriptions.