

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MEADOW HILLS ESTATES

(94)

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Meadow Hills Estates (the "Amendment"), was adopted as hereafter referenced on March __, 1996, and shall be effective as of the date that this Amendment is recorded in the real property records of Arapahoe County, Colorado.

RECITALS

A. The Protective Covenants for Meadow Hills and Meadow Hills -- Second Filing were recorded on September 22, 1959, in Book 115 at Page 510 of the real property records of Arapahoe County, Colorado (the "Original Declaration").

B. The Original Covenants were modified and superseded by that certain Meadow Hills Estates Declaration of Covenants, Conditions and Restrictions (the "Amended Declaration"), which was recorded on May 18, 1992, in Book 6476 at Page 494 of the real property records of Arapahoe County, Colorado.

C. The Amended Declaration encumbers the real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

D. Article VI, Section B of the Amended Declaration provides that the said declaration may be amended by a duly authorized resolution of the Board of Directors of the Meadow Hills Estates Homeowners Association, Inc., a Colorado non-profit corporation (the "Association"), certifying under penalty of perjury that the amendments set forth therein were duly adopted at a meeting of all Lot Owners (as defined in the Amended Declaration) by the affirmative vote in person or by proxy of fifty-one percent of all of the Lot Owners, based upon one vote for each single family lot (a "Lot") owned by each such owner.

E. This Amendment constitutes such a resolution of the Board of Directors of the Association, and sets forth the amendments to the Amended Declaration described below that have been adopted by the affirmative vote of not less than fifty-one percent of all of the Lot Owners.

AMENDMENT

NOW, THEREFORE, in consideration of the premises, the undersigned, constituting all of the members of the Board of the Directors of the Association, hereby certify under penalty of perjury as follows:

1. Defined Terms. Unless otherwise defined in this Amendment, defined terms, indicated by initial capital letters, shall have the meanings ascribed to them pursuant to the Amended Declaration.

2. Resolution. This Amendment, when executed by all of the members of the Board of Directors, shall constitute a certified Resolution of said Board adopting the amendments more particularly described in paragraphs 3 - 6 below.

3. Non-Payment of Dues. Article III, Section D of the Amended Declaration is hereby amended in its entirety as follows:

Section D. Effect of Nonpayment of Dues and Association Remedies. The Association's Board of Directors may provide for the payment of membership dues in monthly, quarterly, semi-annual or annual installments. The Association's remedies for non-payment of any such dues shall be as set forth in paragraphs i and ii below.

i. Developed Lot. The membership dues payable for each Developed Lot shall be the personal obligation of the Owner of the same. Any assessment not paid by the Owner of a Developed Lot within ten days after receipt of notice from the Association that such dues are delinquent shall constitute a lien on the Developed Lot subject to the same, superior and prior to all other liens and encumbrances except the lien for general real estate taxes and special assessments, and except the lien of any first mortgage or first deed of trust of record. To evidence such lien, the Association shall prepare a written notice (the "Lien Notice") setting forth the amount of such unpaid dues, the name of the member owing the same and a legal description of the property subject to the lien. The Lien Notice shall be signed by an officer of the Association, mailed to the member in default, and recorded in the real property records of Arapahoe County, Colorado. Any such lien may be enforced by a foreclosure proceeding in like manner as a mortgage on real property is foreclosed under the laws of the State of Colorado. In any such foreclosure action, the delinquent Lot Owner shall be required to pay the costs, expenses and reasonable attorneys' fees in connection with the preparation and filing of the Lien Notice and the foreclosure of the lien, and such costs, expenses and attorneys' fees shall be secured by the lien. The Association shall have the power to bid on the Developed Lot subject to such foreclosure action. The amount of the membership dues payable for each Developed Lot shall be the individual debt of the Owner of the Developed Lot at the time the membership dues in question are due and payable. Accordingly, a suit to recover money judgment, together with reasonable attorneys' fees and costs, for unpaid membership dues for any particular Developed Lot may be maintained against Owner of the same, without foreclosing or waiving the lien securing such payment. Further, all Association membership rights, including without limitation the right to vote on Association matters, of any Owner of a Developed Lot who fails to pay membership dues within ten days after receipt of notice from the Association that such dues are delinquent shall automatically be suspended until such dues, together with all costs of collection incurred by the Association for the same, have been paid in full.

ii. Undeveloped Lot. Owners of Undeveloped Lots who choose not to pay membership dues, or who choose to discontinue payment of dues, shall be considered non-members of the Association, and therefore shall have no membership rights. Owners of Undeveloped Lots shall be subject to no other remedies as a result of their failure to pay, or their election not to pay, membership dues at any time.

iii. Obligation of Developed Lot Purchasers. The purchaser or other grantee of a Developed Lot, except a first mortgagee acquiring a Developed Lot by foreclosure or deed in lieu of foreclosure, shall be jointly and severally liable with the grantor for the payment of membership dues that were due and payable prior to the date of the conveyance or other transfer. Such liability shall be without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. Within ten days after its receipt of written request from an Owner, mortgagee or prospective mortgagee or grantee for a statement of account, the Association shall certify the amount of the unpaid membership dues, if any, that are due and payable as of the date of such statement. Such statements of account shall be conclusive upon the Association in favor of all persons who rely upon the same in good faith.

4. Recall of Directors. The following is hereby added as Article III, Section E of the Amended Declaration:

Section E. Recall of Directors. Notwithstanding any contrary provision contained in the Articles of Incorporation or the Bylaws of the Association, the voting members of the Association, by a vote of a majority of the voting members present at a meeting called for such purpose, provided a quorum is then present, may remove any or all of the members of the Board of Directors of the Association, with or without cause. Any members so removed shall be replaced by a vote of a majority of the remaining Directors, and any Director so chosen shall serve, subject to this Section E, for the remainder of the term of the Director that he or she replaced. If all of the Directors are removed at any such meeting, then a new Board of Directors shall be elected by a majority of the members present at such meeting.

5. Group Homes. The Owners desire to preserve and protect the Property as a community consisting of single-family, owner-occupied residences, to prevent overcrowding and increased traffic and noise, to restate and/or reinforce the provisions describing the property uses and rental arrangements that are prohibited pursuant to Article V, Sections G and J of the Amended Covenants, and to preserve, protect and enhance property values within the community. In order to address the foregoing concerns, the following provision shall be added as Article VI, Section L of the Amended Declaration:

Section L. Occupancy by Unrelated Persons. In no event may any residence be occupied by more than four unrelated individuals. For purposes of this Section L,

individuals shall be deemed to be "related" if they are related by blood, marriage or adoption.

6. Attorneys' Fees. The following provision shall be added as Article VI, Section M of the Amended Declaration:

Section M. Attorneys' Fees. The prevailing party in any legal proceeding brought to interpret or enforce rights under these Covenants shall recover from the other party its reasonable costs and attorneys' fees. As used herein, the term "prevailing party" shall mean the party entitled to recover costs in any suit, whether or not brought to judgment, and whether or not incurred before or after the filing of suit.

7. General. This Amendment, when executed by the Board of Directors, shall constitute a duly authorized resolution of the Board of Directors as contemplated by Article VI, Section B of the Amended Declaration. This Amendment shall be effective immediately upon recordation in the real property records of Arapahoe County, Colorado.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Association, hereby certify under penalty of perjury that the amendments set forth herein were duly adopted at a meeting of all Lot Owners by the affirmative vote in person or by proxy of not less than fifty-one percent of all the Lot Owners.

BOARD OF DIRECTORS

Name:

Name:

Name:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1996, by
_____.

Witness my hand and official seal.

My commission expires _____.

[SEAL]

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1996, by
_____.

Witness my hand and official seal.

My commission expires _____.

[SEAL]

Notary Public

STATE OF COLORADO

)

)ss.

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this ____ day of _____, 1996, by
_____.

Witness my hand and official seal.

My commission expires _____.

[SEAL]

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Meadow Hills Subdivision, according to the recorded plat thereof, recorded on July 2, 1957, as Reception No. 617627, Arapahoe County, Colorado.