

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
ERIE HIGHLANDS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ERIE HIGHLANDS (the "First Amendment"), dated March 31, 2015, for reference purposes is made by OAKWOOD HOMES LLC, a Colorado limited liability company ("Declarant"). Initially capitalized phrases, terms, and words used in this First Amendment have the same meaning that such initially capitalized phrases, terms, and words have in the Declaration of Covenants, Conditions, and Restrictions for Erie Highlands (the "Declaration") Recorded by the Declarant on July 21, 2014, at Reception No. 4032135.

**RECITALS:**

A. Declarant is the owner of the Community Area as more particularly described in Attachment 1 to this First Amendment. As part of its development and improvement of the Community Area, Declarant created the Community and imposed the conditions, covenants, reservations, and restrictions set forth in the Declaration.

B. Section 9.2 of the Declaration provides that the Owners may amend the Declaration with the prior Approval of Owners holding title to at least seventy-five percent of the Lots within the Community Area provided that, at any time during which (1) Declarant or a Principal Builder owns a Lot subject to this Declaration or any portion of the Includible Area, any amendment to this Declaration must have the prior Approval of Declarant, the District, and Owners holding title to at least ninety percent of the Lots within the Community Area and (2) HUD or VA has insured or guaranteed a Mortgage on any Lot, any amendment must have the prior Approval by HUD and/or VA, as the case may be.

C. As of the date of the Recording of this First Amendment, Declarant owns 100% of the Lots subject to this Declaration, the Declarant is the only Principal Builder, and neither HUD nor VA has insured or guaranteed a Mortgage on any Lot in the Community Area. Declarant, as the Owner of 100% of the Lots, has determined that the amendments set forth in this Declaration will be in the best interests of the Community and will enhance and protect the aesthetic nature, attractiveness, desirability, quality, and value of the Community.

**AMENDMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS:**

1. Amendment. Based upon the foregoing and in furtherance of the purpose and intent of the Declaration, Declarant amends the conditions, covenants, reservations, and restrictions contained in, and established by, the Declaration as follows:

a. Trailers, Campers, and Commercial Vehicles. Declarant amends Section 3.5(p) of the Declaration by deleting it in its entirety and substituting the following in its place:

“(p) Trailers, Campers, and Commercial Vehicles.

“(i) Commercial Vehicles. A commercial vehicle (a ‘Commercial Vehicle’) is any vehicle intended or used for a commercial purpose or use and includes (A) box trucks, dump trucks, panel vans, pickup trucks, semi trucks, tow trucks, and tractors, (B) construction vehicles such as a backhoe, frontend loader, lift-bucket, street grader, and other similar vehicles or trailers, or (C) any vehicle exceeding eight feet in height, eight feet six inches in width, or twenty-four feet in length.

“(ii) Prohibited Commercial Vehicles. An Owner shall not park or store on any portion of the Community Area any commercial vehicle (a ‘Prohibited Commercial Vehicle’) that weighs in excess of one ton (2,000 lbs.) Gross Vehicle Weight (‘G.V.W.’) provided that this prohibition shall not apply to the right of Declarant or a Principal Builder to park, store, and use a Commercial Vehicle, regardless of its size, in the exercise of the reserved construction and development rights of a Declarant or a Principal Builder as set forth in Sections 7.2, 7.3, 7.4, and 7.5 of the Declaration.

“(iii) Permitted Commercial Vehicles. Subject to Section 3.5(p)(iv) below, an Owner may park or store a Commercial Vehicle (a ‘Permitted Commercial Vehicle’) if (A) the vehicle weighs one ton (2,000 lbs.) G.V.W. or less, (B) the Owner registers the Commercial Vehicle with the person designated by the District for the registration of Commercial Vehicles and includes with such registration the name of the Owner, the license plate number, and a picture of the Commercial Vehicle), (C) the Commercial Vehicle is at all times in good repair and visually presentable, which means that the Commercial Vehicle is painted uniformly of a primary color with a clear coat and the body work is in good condition and rust free with no body damage or cracked or broken windows, (D) when parked in the Community, the Commercial Vehicle is parked in the Owner’s driveway, and (E) the Commercial Vehicle does not have externally stored flammable or explosive liquids, fuels, or gases.

“(iv) Trailers, Campers, and Vehicles . An Owner shall not park any boat, camper (on or off supporting vehicles), disabled, junk or abandoned vehicles, mobile home, motor home, motorcycle, recreational vehicle, snowmobiles, towed trailer unit, trailer, tractor, or any truck (other than a three-quarter ton or smaller pick-up truck not used for commercial purposes), or any other vehicle, the primary purpose of which is recreational or sporting use in, on, or about any Lot or street within the Community Area except within the attached garage or unless such vehicles are concealed from view in a location Approved by the Design Review Committee. An Owner shall not dismantle, maintain (other than washing and polishing vehicles), paint or repaint, repair, service, or repair any type of boat, machine, trailer, vehicle, or other device on or within the Community Area, except within a completely enclosed structure that screens the sight and sound of the activity from the street and from other Lots, Community Area, and public property.”

b. Trash; Designated Trash Service. Declarant amends Section 3.5(q) of the Declaration by deleting such section in its entirety and substituting the following in its place:

“(q) Trash; Designated Trash Service.

“(i) Trash. Each Owner shall (A) at its cost and expense, contract with the Designated Trash Service for the disposal of Trash designated by the Operating District in accordance with the requirements of Section 3.5(q)(ii) below, (B) dispose of all garbage, grass clippings, leaves, lumber, metal, plant waste, scrap, shrub or tree clippings, or debris of any kind (‘Trash’) in receptacles designated for trash by the Designated Trash Service, (C) dispose of recyclable bottles, glass, paper, plastic, and other recycled materials (‘Recycled Materials’) in accordance with the requirements of the Designated Trash Service and in receptacles designated for Recycled Materials, (D) on the days designated by the Designated Trash Service for pick-up and removal, cause the receptacles for Recycled Materials and Trash to be carried out to a publicly dedicated street by the times for such pickup, as designated by the Designated Trash Service, and (E) after the Designated Trash Service has picked up such Recycled Materials and Trash, cause the receptacles to be taken from the publicly dedicated street to such Owner’s Residence. Owners shall dispose of bulk materials in accordance with the Designated Trash Service requirements for the pickup of such materials.

(ii) Each Owner shall store its Recycling and Trash receptacles in (A) the garage of such Owner or (B) in a location that is either behind a privacy fence at least six feet in height and/or is otherwise screened from view so that the receptacles are not visible from publicly dedicated streets provided that before storing a receptacle in any location other than an Owner’s garage, such Owner must first submit the proposed location and screening material to, and obtain the prior Approval of, the Design Review Committee as more particularly set forth in Article 5 of this Declaration.

“(iii) Designated Trash Service. At the beginning of each calendar year, the District shall designate a trash service (the ‘Designated Trash Service’) that will pick up, and dispose of, Recycled Materials and Trash provided that (A) the District will select a Designated Trash Service that, in the opinion of the District, charges fees for its services comparable to fees charged by similar trash services providing pickup-and-disposal services in communities comparable in size to the Community and (B) if the District determines that it will designate a replacement trash service, then it shall give the Owners at least thirty days prior Notice of its determination.

“(iv) Agreement for Trash Services. Each Owner, by acceptance of title to its Lots, agrees that it shall pay the standard monthly fees for services for the disposal and removal of Recycled Materials and Trash charged by the Designated Trash Service provided that (A) if the Designated Trash Service requires Owners to enter into standard and uniform contracts for such services, then each Owner shall enter into such a contract and (B) the Designated Trash

Service may (1) impose additional fees for the pickup and disposal of bulk materials and (2) refuse to pickup or dispose of Recycled Materials or Trash containing flammable or hazardous materials or substances.

“(v) Enforcement. The provisions of this Section 3.5(q) are ‘Use Restrictions’ as defined in Section 3.7 of the Declaration, and the District shall have the right to enforce the provisions of this Section 3.5(q) in accordance with Section 6.2 of the Declaration.”

2. Effectiveness of First Amendment. This First Amendment shall be effective as of the date when (a) executed and delivered by the Declarant, (b) Approved by the District as evidenced by its execution and delivery of this First Amendment, and (c) Recorded in the Records.

3. Governing Law. The laws of the State of Colorado shall govern the construction, enforcement, and interpretation of this First Amendment.

4. Ratification. Except as amended hereby, Declarant affirms and ratifies the Declaration, the conditions, provisions, and terms of which remain in full effect and force.

5. Severability; Interpretation. Each of the provisions of this First Amendment is independent and severable, and the invalidity, unenforceability, partial validity, or partial enforceability of the provisions or portions of this First Amendment shall not affect the validity or enforceability of any other provision.

6. Successors and Assigns. This First Amendment shall be binding upon, and inure to the benefit of, the Declarant and its assigns, representatives, and successors.

*[Signatures and acknowledgments of Declarant and District follow this page]*

THE DISTRICT consents to the amendment of the Declaration as set forth in this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Erie Highlands as of the date set forth below.

**ERIE HIGHLANDS METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing under and by virtue of the laws of the State of Colorado

Date: 04-03-2015

By: [Signature]  
Name: Jerry A. Jacobs  
Title: Vice President

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of April, 2015, by Jerry A. Jacobs as Vice President of Erie Highlands Metropolitan District No. 2, a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing under and by virtue of the laws of the State of Colorado.

WITNESS my hand and official seal.

Karen L. Wilborn  
Notary Public  
My Commission Expires: 6/17/2016



DECLARANT has executed and delivered this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Erie Highlands as of the date set forth below.

**OAKWOOD HOMES, LLC,**  
a Colorado limited liability company

Date: 4.2.15

By: *Robert J. Sanderman*

Robert J. Sanderman, Executive Vice  
President

STATE OF COLORADO       )  
CITY AND                       ) ss.  
COUNTY OF DENVER       )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of April, 2015, by Robert J. Sanderman as Executive Vice President of Oakwood Homes LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

*Karen L. Wilborn*

Notary Public

My Commission Expires: 6/17/2016

[Signature and acknowledgment of Declarant and District follow this page]

