

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR KIOWA PARK**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for Kiowa Park ("Declaration") is made on the date hereinafter set forth by Kiowa Park Homeowner's Association, Inc ("Association").

RECITALS

- A. The Owners of certain real estate in the County of Morgan, State of Colorado, executed that certain Declaration of Covenants, Conditions and Restrictions for Kiowa Park which was recorded on September 6, 2017 at Reception No. 907728, in the records of the Clerk and Recorder of Morgan County, Colorado (the "Declaration").
- B. Article 14, Paragraph 14.2 provides that the Declaration may be amended by Owners holding not less than sixty-seven percent (67%) of the votes possible to be cast under the Declaration.
- C. Article 14, Paragraph 14.4 provides that any amendment must be signed by the President of the Association and recorded, and approval of such amendment may be shown by a certificate of the Secretary of the Association.
- D. The Association has obtained approval to this Amendment by Owners holding not less than sixty-seven percent (67%) of the votes possible to be cast under the Declaration.

The Declaration is hereby amended as follows:

- 1. Paragraph 2.4 is hereby amended to change the maximum number of Units from three hundred (300) Units to three hundred fifty (350) Units.
- 2. Paragraphs 6.2 and 6.3 are hereby amended in their entirety to read as follows:
 - 6.2. Utility Easements.** There is hereby created an easement as denoted on the Plat for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to water, sewer, gas, telephone, cable TV, electricity, drainage, and fences. To the extent reasonably necessary, the utility easement shall include the area outside of the easement denoted on the Plat. Said easement includes future utility services not presently available to the Units which reasonably may be required in the future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment within such easement on any of the Units.

6.3. Reservation of Easements, Exceptions and Exclusions. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Elements and Lots, for the best interest of any Owner or the Association. However, no such easement shall unreasonably interfere with an Owner's use of their Lot. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the Common Elements appurtenant to that Owner's Unit, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restriction on the use of Common Elements, if any, set forth in writing by the Association.

3. A new Article 7(a) is hereby added to read in its entirety as follows:

ARTICLE 7(a) – PARTY WALLS

7(a).1. Provisions Applicable to Party Walls. The following provisions apply to Party Walls ("Party Walls"):

- a. Certain Lots within the Project are designed for attached Dwellings. On such Lots, Each Dwelling is adjacent to another Dwelling. Along and over the common boundaries between the Units lie Party Walls which, in conjunction with the footings underlying and the portion of the roof thereover, form a structural part of and physically join the Improvements on the adjoining Units.
- b. The Owners of adjacent Units shall each be deemed to own the necessary easement for the perpetual lateral and subjacent support, maintenance, repair, and inspection of the respective Party Wall with equal rights of joint use. The Association shall have the same necessary easements with respect to all Party Walls.
- c. No Owner of a Unit shall have the right to destroy, remove, or make any structural changes in a Party Wall which would jeopardize the structural integrity of either of the Units sharing such Party Wall without the prior written consent of the Association, the adjacent Unit Owner, and any first mortgagee with respect to such adjacent Property; nor shall any Unit Owner subject a Party Wall to the insertion or placement of timbers, beams or other materials in such a way as to affect adversely the Party Wall's structural integrity. No Unit Owner shall subject a Party Wall to any use which in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by an adjoining Unit Owner. The integrity of the Party Wall is important for safety in the event of a fire, and therefore, except for small nails or screws used to hang items on the wall, the party wall shall not be penetrated.
- d. Should a Party Wall be structurally damaged or destroyed by the intentional

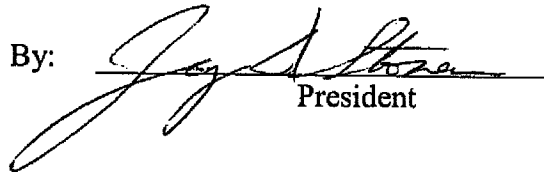
act or negligence of either adjacent Unit Owner (the "Responsible Unit Owner") or the Responsible Unit Owner's agent, contractor, employee, tenant, family member, licensee, guest, or invitee, the Responsible Unit Owner shall promptly rebuild and/or repair the Party Wall at the Responsible Unit Owner's cost. If the Responsible Unit Owner does not promptly rebuild or repair the Party Wall, the adjacent Unit Owner may rebuild or repair the Party Wall. If the adjacent Unit Owner rebuilds or repairs the Party Wall, said Owner shall be entitled to recover from the Responsible Unit Owner the full cost of the rebuilding or repairing of the Party Wall

- e. Should a Party Wall be structurally damaged or destroyed by causes other than the intentional act or negligence of either adjacent Unit Owner (or their agents, contractors, employees, tenants, family members, licensees, guests, or invitees), the damaged or destroyed Party Wall shall be repaired or rebuilt by the Unit Owners who make use of the Party Wall.
- f. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners who make use of the Party Wall
- g. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- h. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- i. To the extent not inconsistent with the terms and conditions of this Declaration, the general rules of law of the State of Colorado concerning Party Walls shall be applicable hereto.

Dated this 13th day of November, 2018.

Kiowa Park Homeowner's Association, Inc.

By:

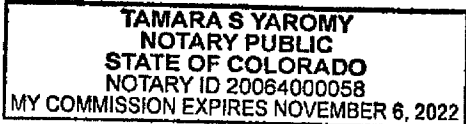

President

State of Colorado)
 Laimee) ss.
County of Weld)

The foregoing First Amendment to the Declaration of Covenant, Conditions and Restrictions for Kiowa Park was acknowledged before me by Jay Stone, as President of Kiowa Park Homeowner's Association, Inc., on this 13 day of November, 2018.

Witness my hand and official seal.

My Commission Expires: 11/6/2022 Tamara S Yaromy
Notary Public



Certificate of Secretary

The undersigned as Secretary of Kiowa Park Homeowner's Association, Inc., hereby certifies that the Amendment set forth above was approved by Owners holding not less than sixty-seven percent (67%) of the votes possible to be cast under the Declaration.

Kiowa Park Homeowner's Association, Inc.

By: [Signature]
Secretary

State of Colorado)
 Laimee) ss.
County of Weld)

The foregoing Certificate of Secretary regarding the First Amendment to the Declaration of Covenant, Conditions and Restrictions for Kiowa Park was acknowledged before me by Jarrod Ashida, as Secretary of Kiowa Park Homeowner's Association, Inc., on this 12 day of November, 2018.

Witness my hand and official seal.

My Commission Expires: 11/6/2022 Tamara S Yaromy
Notary Public

