

FIRST AMENDMENT TO OAK RIDGE VILLAGE II
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This First Amendment to Oak Ridge Village II Declaration of Covenants, Conditions and Restrictions is made this 1st day of December, 1986 by Everitt Enterprises Limited Partnership No. 1 ("Declarant"), the record owner of Lots 14 through 40, inclusive, and Tracts C, D and E of Oak Ridge Village P.U.D. First Filing, a Subdivision of the City of Fort Collins, Larimer County, Colorado, and by Bankers Trust Company, Mortgagee.

WHEREAS, Declarant has previously filed of record the Oak Ridge Village II Declaration of Covenants, Conditions and Restrictions (the "Declaration") with the Clerk and Recorder of Larimer County, Colorado on August 7, 1986 at Reception No. 86043062; and

WHEREAS, pursuant to the powers contained in Article X, Section 5 of the Declaration, Declarant wishes to amend the Declaration in order to comply with requirements of the U.S. Department of Housing and Urban Development.

NOW THEREFORE, Declarant hereby amends the Declaration in the following respects:

1. The phrase "free simple title" in line 2, Section 8, Article I on page 2 of the Declaration is changed to read "fee simple title".

2. The first sentence of Article II on page 2 is changed to read as follows:

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to these Covenants, including contract sellers but not including contract purchasers, shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

3. The phrase "free simple title" appearing in line 2, Section 3, Article IV on page 3 of the Declaration is changed to read "fee simple title".

4. Section 4, Article IV on page 3 of the Declaration is deleted.

5. The figure "15%" appearing in line 6, Section 3, Article V of the Declaration is changed to "5%".

6. The first sentence of Section 6, Article V on page 4 of the Declaration is changed to read as follows:

Assessment pursuant to Sections 3 and 4 must be fixed at a uniform rate for all lots.

7. The figure "15%" appearing in line 2, Section 7, Article V on page 4 of the Declaration is changed to "5%".

8. Article VI on pages 6 and 7 of the Declaration is changed to read as follows:

ARTICLE VI

A. Administration and Management.

The administration of this project shall be governed by this Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association. An owner shall become a member of the Association upon conveyance to him of his lot and shall remain a member for the period of his ownership. As shown and reserved in the Articles of Incorporation and Bylaws for the Association, the designation and appointment of a board of directors for a period until 120 days after completion of conveyance from Declarant to owners of title to 75 percent of the then declared and existing lots, or until five (5) years after the recording of this declaration whichever occurs first, has been or will be exercised by the Declarant.

The Association will be granted all the powers necessary to govern, manage, maintain, repair, administer and regulate the project and to perform all of the duties required of it, including without limiting the generality of the foregoing, the authority to grant public utility easements in, over and under the Common Areas, to inspect, maintain and repair the Common Areas, and to enforce the covenants, conditions and restrictions set forth in the Declaration, Articles, Bylaws and Association Rules and Regulations.

B. Association

(1) The Association shall have the duty to oversee all maintenance and repairs of the Common Areas within the project and the cost of said maintenance and repairs shall be a common expense of all of the owners. The Association shall not need the prior approval of its members to cause such maintenance and repairs to be accomplished, notwithstanding the cost thereof; provided, however, there shall be no additions, alternations, or improvements of or to the Common Areas requiring an expenditure in excess of One Thousand Five Hundred Dollars (\$1,500.00) per expenditure, nor in excess of Three Thousand Dollars (\$3,000.00) in the aggregate in any one calendar year without the prior approval of owners representing a majority of the lots.

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(2) The Association reserves the right to hire one or more persons or entities, including a managing agent, contractors, and employees to perform services, provided, however, that any such contracts shall not be for a term in excess of one (1) year and shall provide that the same be terminated by the Association, without cause, on thirty (30) days written notice, or with cause, at any time by either party. Such contracts may be renewable, upon agreement of the parties, for successive one (1) year periods.

9. Section 2, Article IX on page 9 of the Declaration is changed to read as follows:

Section 2. Utilities The Board shall have the authority to grant easements under and over the Common Areas which do not adversely impact the Owners' right and easement of enjoyment in and to the Common Areas, as may be necessary from time to time for the construction, maintenance and operation of public utilities, municipal franchise facilities, drainage of surface water and for establishing and maintaining adequate ground water drainage. Any such easement which will adversely impact the Owners' referenced rights in the Common Areas may only be granted by the Board upon prior consent of two-thirds (2/3) of the Owners, excluding the Declarant.

10. In Section 5, Article X on page 10 of the Declaration, the "80%" figure appearing in line 10 of Section 5 is changed to "90%", and the "60%" figure appearing in line 11 of Section 5 is changed to "75%".

11. New Sections 6 and 7 are added to Article X as follows:

Section 6. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 7. FHA/VA Approval. Subsequent to the recording of the First Amendment to Oak Ridge Village II Declaration of Covenants, Conditions and Restrictions, as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Authority or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

12. Except as provided herein, all terms, covenants, conditions, restrictions, delegations and obligations contained in the Declaration are hereby republished and reaffirmed.

Dated the date set forth above.

