

**AMENDMENT TO THE
AMENDED AND RESTATED PROTECTIVE COVENANTS
OF
ANTELOPE FILING NO. 1 & 2**

THIS AMENDMENT to the Amended and Restated Protective Covenants of Antelope Filing No. 1 & 2 is made on this 5 day of MARCH, 2021 by the Antelope Property Owners Association, Inc. ("Association").

RECITALS

- A. The Amended and Restated Protective Covenants of Antelope Filing No. 1 & 2 ("Declaration") was recorded on February 15, 2007, at Reception No. B7020195 in the Arapahoe County Clerk and Recorder's office ("Records").
- B. Article III, Section 3.1 (e) of the Declaration states that the assessments shall not exceed one hundred dollars (\$100.00) per year, unless agreed to in writing by two-thirds (2/3) of the Lot Owners ("Assessment Cap").
- C. The Owners desire to amend the Declaration to modify the Assessment Cap limitation to allow the Association to provide additional services to residents in the Antelope Community, including, but not limited to trash removal services, and to fulfill the Association's powers and duties.
- D. Article VII, Section 7.2 of the Declaration provides that the Declaration may be amended by approval from at least 60% of the Lot Owners (based on one vote per Lot) and the written consent of the Association.
- E. At least 60% of the total Association vote have approved this amendment by affirmative written vote.

NOW, THEREFORE, the Declaration is hereby amended as follows:

- I. Article I, Section 1.6 is repealed and replaced as follows:

Common Expenses mean the expenses and liabilities incurred or anticipated to be incurred by the Association including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Areas (together with any allocations by the Association to reserves), services provided to the Community and/or to Lots (including but not limited to trash service), and for fulfilling any of the Association's obligations.

- II. Article III, Section 3.1(e) is repealed and replaced as follows:

SECTION 3.1

(e) Budget and Assessment. Prior to the beginning of each fiscal year, the Association will prepare a budget covering the estimated costs of operating the Community during the coming year, including an annual reserve contribution for replacement of improvements that are its responsibility, and establish the annual assessment or installments for the coming year. The Association will deliver a summary of the budget to each Owner within 90 days after adopting the budget and set a date for an Association meeting to consider the budget, which meeting will occur within a reasonable time after delivery of the budget summary.

Ratification is not required for any budget increase that is less than or equal to 3% higher than the budget for the prior year. If the Association proposes a budget that is more than 3%

higher than the budget for the prior year, any increase in excess of 3% must be ratified as follows: At the meeting to consider the budget, the budget and the assessment will become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the meeting called to ratify the budget in excess of 3%, the budget will become effective even though a vote to disapprove the budget could not be called at this meeting. If the membership disapproves the proposed budget in excess of 3%, or the Association fails for any reason to determine the budget for the succeeding year, then until a new budget is determined, the budget in effect for the current year will continue.

The Association may propose a new budget at any time during the year. The approval procedure set forth in this section for budgets will also apply to a new budget proposed by the Association.

The budget will not operate as a limitation on expenditures by the Association, but is an estimate of Common Expenses on which the Association bases the annual assessments.

III. The following is added as new Article VIII:

ARTICLE VIII AUTHORITY AND ENFORCEMENT

SECTION 8.1 COMPLIANCE WITH AND ENFORCEMENT OF GOVERNING DOCUMENTS.

(a) Compliance Required. Every Owner and resident will comply with the applicable provisions of the Governing Documents. Any aggrieved Owner or resident has the right to take action to enforce the terms of the Governing Documents against another Owner or resident.

(b) Association Remedies. The Association may enforce all applicable provisions of the Governing Documents and may impose sanctions for their violation. Sanctions may include, without limitation:

- (1) imposing reasonable monetary fines, after notice and opportunity for a hearing, which will be a lien upon the violator's Lot;
- (2) suspending voting rights;
- (3) suspending any services provided by the Association, including but not limited to trash removal services, to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;
- (4) requiring an Owner, at the Owner's expense, to cease any construction of any modification that has not been approved, or to remove any structure or improvement in the Lot or the Common Areas in violation of the Governing Documents and to restore the Lot or Common Areas to its previous condition;
- (5) recording in the real property records a notice of violation identifying any uncured violation of the Governing Documents; and
- (6) other remedies provided for in this Declaration or by applicable law.

(c) Emergencies and Legal Action. In addition, the Association may institute any civil action to enjoin any violation or to recover monetary damages or both.

(d) Remedies Are Cumulative. All remedies set forth in the Governing Documents are cumulative of any remedies available at law or in equity.

(e) Costs Incurred By Association. If the Association exercises any of its rights pursuant to this section, all costs will be assessed against the violating Owner or resident and will be a lien against the Lot. Additionally, subject to the Act, the Association will also be entitled to reasonable attorney fees actually incurred, which will be collected as an assessment.

SECTION 8.2 FAILURE TO ENFORCE.

The Board will have the discretion to determine whether enforcement action in any particular case will be pursued; provided that the Board will exercise judgment, be reasonable, and not be arbitrary and capricious. Notwithstanding the above, no right of action will exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so. A decision of the Association not to pursue enforcement action will not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other provision of the Governing Documents.

IV. No Other Amendments. Except as amended by the terms of this amendment, the Declaration shall remain in full force and effect.

V. Effective Date. This amendment shall be effective upon recording.

IN WITNESS WHEREOF, the undersigned, being the president and secretary of the Antelope Property Owners Association, Inc., certify that this amendment was approved by at least 60% of the total Association vote and by a majority vote of the of the Board of Directors or that the District Court of Arapahoe County has entered an order approving this amendment.

ANTELOPE PROPERTY OWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: Jessica L. Edwards
~~Jessica L. Edwards~~ President

By: Bridget K. Duggan
~~Bridget K. Duggan~~ Secretary

STATE OF COLORADO)
COUNTY OF Esto Arapahoe) ss.

The foregoing Amendment to the Amended and Restated Protective Covenants of Antelope Filing No. 1 & 2 was acknowledged before me by Jessica L. Edwards, as president of the Antelope Property Owners Association, Inc., on this 05 day of March, 2021.

FAIRA TABBASUM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064046420
MY COMMISSION EXPIRES JUNE 24, 2023

[Signature]
Notary Public
My Commission expires: June 24, 2023

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing Amendment to the Amended and Restated Protective Covenants of Antelope Filing No. 1 & 2 was acknowledged before me by Bridget E. Duggan, as secretary of the Antelope Property Owners Association, Inc., on this 3rd day of March, 2021.

[Signature]
Notary Public
My Commission expires: 5/7/2022

AUTUMN MILLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144018916
MY COMMISSION EXPIRES MAY 7, 2022