

**LIMITED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HILLCREST AT
HOMESTEAD HOMEOWNERS ASSOCIATION**

THIS AMENDMENT is made this 29 day of July, 2013.

RECITALS

A. Declarant, Sanford Homes, Inc. submitted certain real property to the Declaration of Covenants, Conditions and Restrictions for Hillcrest at Homestead Homeowners Association as recorded in the real property records of Arapahoe County in Book 4665, Page 584 at Reception No. 2629705 on February 6, 1986.

B. On July 8, 1986, the Declarant submitted additional real property to the Declaration by the recording of a Supplemental Declaration of Covenants for Hillcrest at Homestead Homeowners Association in the real property records of Arapahoe County, Colorado, at Reception No. 2691068, Book 4810, Page 163, which was re-recorded on September 18, 1986, at Reception No. 2725508, Book 4891, Page 154, to include Veterans Administration Approval.

C. On December 4, 1991, the Association amended the Declaration by recording an Amendment to Declaration of Covenants for Hillcrest at Homestead Homeowners Association in the real property records of Arapahoe County, Colorado, at Reception No. 09100012176, Book 6316, Page 312, amending Article XII, Section 1, Paragraph A and Article XIII, Section 3 of the Declaration.

D. On February 17, 1993, the Association amended the Declaration by recording an Amendment to Declaration of Covenants for Hillcrest at Homestead Homeowners Association in the real property records of Arapahoe County, Colorado, at Reception No. 0930001 8856, Book 6811, Page 197, amending Article XI, Section 1 of the Declaration.

E. Pursuant to the requirements set forth in Article XVI, Section 6 of the Declaration, the Association has the right to amend the Declaration upon the affirmative vote of members of the Association holding at least 67% of the voting power of the Association present in person or by proxy at a duly called meeting of the members. No mortgagee approval of this amendment is required since no mortgage has provided the Association notice as required under the terms of Article XVI, Section 14 of the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:

- I. Amendment. Article III, Section 2 of the Declaration shall be amended by adding thereto a new subsection 2(f) which shall read as follows:

(f) Replace all cedar shake roofs that have not been replaced by Owners within 30 days of the date of recording of this Amendment and then perform ongoing maintenance, repair and replacement for all roofs in the Hillcrest at Homestead community. The expense for replacing cedar shake roofs pursuant to this subsection shall be an individual purpose assessment to be collected as provided in Article V of this Declaration. The cost of maintenance, repair and replacement of all roofs that are not cedar shake shall be a Common Expense and shall not be an individual purpose assessment.

2. Amendment. Article V, Section 1 shall be amended by deleting that section in its entirety and substituting therefor the following:

Section 1. Creation of the Lien and Personal Obligation of Assessments, Special Assessments and Individual Purpose Assessments. Each Owner covenants and agrees, by acceptance of a deed for their Lot, whether or not it is so expressed in any such deed or other conveyance, to pay the Association annual common expense assessments, insurance assessments, special assessments, and individual purpose assessments, together with such interest thereon and costs of collection as hereinafter provided. Assessments, interest and costs of collection, including reasonable attorneys' fees, will be a charge on the land and a continuing lien upon the property against which each such assessment is made and shall be the personal obligation of the person who was the Owner of the property at the time when the assessment came due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

3. Amendment. Article V shall be further amended by adding a new Section 15 which shall read as follows:

Section 15. Individual Purpose Assessments. The Association has the power to levy individual purpose assessments against Lots pursuant to this Section as it shall deem appropriate.

(a) Any expense or liability incurred by the Association as a result of the willful, negligent or wrongful act of an Owner, his family, guests or other Residents of the Living Unit, or any breach by any of these parties of any of the provisions of the Governing Documents, may be an assessment against the Lot.

(b) Any expense benefiting fewer than all of the Lots, or significantly disproportionately benefiting all Lots, may be assessed equitably against those Lots benefited according to the benefit received. Except as provided in subsection (a) above, as provided in Article III, Section 2 of this Declaration, expenses incurred for the maintenance, repair or replacement of the Common Area will not be assessed as an individual purpose assessment. Expenses incurred for replacement of cedar shake roofs on Living Units in accordance with Article III, Section 2 of this Declaration will be assessed as an individual purpose assessment.

4. No Other Amendments. Except as amended by the terms of this Amendment and previous Amendments, the Declaration shall remain in full force and effect.
5. Effective Date. This Amendment shall be effective upon recording

[SIGNATURES ON FOLLOWING PAGE]

[IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

HILLCREST AT HOMESTEAD HOMEOWNERS
ASSOCIATION, INC., a Colorado nonprofit
corporation

By:

Jeannette Callahan
President

By:

Lorraine French
Secretary

STATE OF COLORADO)

COUNTY OF Arapahoe) ss.
)

The foregoing was acknowledged before me this 29th day of July, 2013, by
Jeannette Callahan, as President of the Hillcrest at Homestead Homeowners
Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 8.15.2015

Hilary Perier
Notary Public

STATE OF COLORADO)

COUNTY OF Arapahoe) ss.
)

The foregoing was acknowledged before me this 29th day of July, 2013 by
Lorraine French, as Secretary of the Hillcrest at Homestead Homeowners
Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 8.15.15

Hilary Perier
Notary Public

