

FILM 1069



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344262

Reception No. Charlotte Houston, Boulder County Recorder

4-1

AMENDMENTS TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
THE HERITAGE MEADOWS HOMEOWNERS ASSOCIATION

36972-B

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, constituting all of the Owners of the Lots and Living Units platted within the exterior boundaries of Heritage Meadows, excepting Out-lot D therefrom, a subdivision of a part of the County of Boulder, according to the recorded plat thereof on file in the office of the County Clerk and Recorder of Boulder County, Colorado, for the use and benefit of themselves and all persons claiming or to claim any part of the above-described real property, by, through or under them, hereby declare and agree that the Declaration of Covenants, Conditions and Restrictions of The Heritage Meadows Homeowners Association dated May 30, 1979, and recorded on Film 1065 as Reception No. 339854 in the office of the County Clerk and Recorder of Boulder County, Colorado, shall be and that said document is hereby amended in the following particulars, to wit:

1. ARTICLE I, Section 13 is amended to read in its entirety as follows:

Section 13. FIRST MORTGAGEE shall mean any person, corporation, partnership, trust, company, association, or other legal entity which takes, owns or receives a permanent mortgage or permanent deed of trust, which mortgage or deed of trust is a first and prior lien encumbering any Lot or Living Unit located within The Properties.

2. ARTICLE IV, Section 1 is amended to read in its entirety as follows:

Section 1. GENERAL PURPOSES AND POWERS.

The Association through its Board of Directors shall

perform functions and manage The Properties as provided in this Declaration so as to further the interests of the residents of The Properties and Members of the Association. Any purchaser of a Lot and/or Living Unit shall be deemed to have assented to, ratified and approved such designations and management. It shall have all the powers necessary or desirable to effectuate such purposes.

3. ARTICLE VII, Section 6 is amended to read in its entirety as follows:

Section 6. WAIVER.

The Committee may, at its discretion, waive any provision of ARTICLE VII of these Protective Covenants in the event there is a practical difficulty or unnecessary hardship; subject to the provisions of ARTICLE XIV, Section 5, paragraph (f).

4. ARTICLE VIII, Section 2 is amended to read in its entirety as follows:

Section 2. DESTRUCTION.

If a Party Wall is destroyed or damaged by any casualty, the Owners abutting such Party Wall jointly shall restore it substantially to its original form, and they shall contribute equally to the cost of restoration thereof without the prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rules of law regarding liability for negligent or willful acts or omissions. Destruction or damage to the Party Wall shall not cause the termination of any rights of any of the adjoining Owners thereto, and such Owners will retain those rights herein set forth concerning any reconstruction or replacement of a Party Wall. Owners abutting such a Party Wall are obligated hereby to restore it in its substantially original condition. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the Party Wall to be damaged shall bear the whole cost of repairing such damage and shall diligently prosecute all such repairs and reconstruction. If such Owner shall fail to do so, then any other Owner abutting such Party Wall may do so at the sole cost and expense of the Owner causing such damage. 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 successor in title; provided however, the right of such Owner to any contribution shall in any event be subordinate to the First Mortgagee of any attached Dwelling Unit.

5. ARTICLE XIII, Section 2 is amended to read in its entirety as follows:

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Amendments to Declaration of
Covenants, Conditions and Restrictions of
The Heritage Meadows Homeowners Association

Edward B. Allshouse
Edward B. Allshouse

Mark R. Shapiro
Mark R. Shapiro

Leonard R. Johnson
Leonard R. Johnson

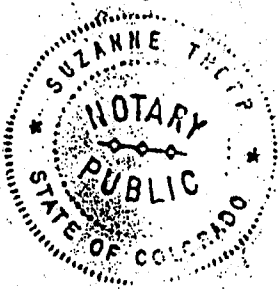
Bonnie E. Johnson
Bonnie E. Johnson

STATE OF COLORADO
COUNTY OF BOULDER

Acknowledged before me this 21st day of June, 1979, by
EDWARD B. ALLSHOUSE, MARK R. SHAPIRO, LEONARD R. JOHNSON, and
BONNIE E. JOHNSON.

Witness my hand and official seal.

My Commission Expires August 26, 1981.



Suzanne Tharp
Notary Public