

AFTER RECORDING RETURN TO:
HindmanSanchez P.C.
5610 Ward Road, Suite 300
Arvada, CO 80002
Attn: TKH

**SECOND AMENDMENT
TO THE
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE VILLAGE AT MCCOY-JENSEN**

THIS AMENDMENT is made this 2nd day of September, 2014.

RECITALS

- A. Storck Development Corporation, a Colorado corporation, created the Village at McCoy-Jensen ("Community") by recording a Declaration of Covenants, Conditions, and Restrictions of the Village at McCoy-Jensen in the real property records of the County of Jefferson, State of Colorado, at Reception Number 91020591, on March 13, 1991, as amended by that certain First Amendment to the Declaration for the Village at McCoy-Jensen, recorded in the real property records of the County of Jefferson, State of Colorado, at Reception Number 91108345, on November 21, 1991 (collectively referred to as the "Original Declaration").
- B. The Original Declaration provides for and allows for this Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of the Village at McCoy-Jensen (the "Amendment") in Article XII, Section 2, which provides as follows:

Notwithstanding anything to the contrary set forth in this Declaration, the Association shall not:

- (a) unless it has obtained the prior written consent of at least sixty seven percent (67%) of all classes of Members and 67% of First Mortgagees of Lots (based upon one vote for each First Mortgage owned):

...

- (14) alter this Declaration with respect to leasing of Living Units or the composition of any right of first refusal or similar restructure or the right of any owner to sell, transfer, or convey a Lot;

...

- C. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Village at McCoy-Jensen Association (the "Association") and by other means.
- D. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome.
- E. The purpose of this Amendment is to restrict leasing in the Community.
- F. The undersigned, being the officers of the Association, hereby certify that 67% of the Members have consented and agreed to this Amendment, and having complied with the provisions of C.R.S. §38-33.3-217(1)(b), the requisite First Mortgagee approval required by the Original Declaration has been received.
- G. As amended by this Amendment, the Original Declaration is referred to as the "Declaration."

NOW THEREFORE,

- I. Amendments. The Original Declaration is hereby amended as follows:
 - (a) **Repeal and Restatement**. **Article VI, Section 24 is hereby repealed in its entirety and the following Article VI, Section 24 is substituted:**

Section 24 – Leases. Leases, time sharing, rentals or such forms of interval ownership are not permitted. Any lease originated prior to the date of this Amendment must be terminated within two (2) years from the date of the recording of this amendment.
- II. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments, the Declaration shall remain in full force and effect.

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

The Village at McCoy-Jensen Association,
a Colorado nonprofit corporation

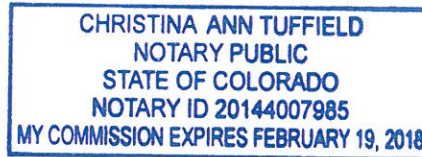
By: Barbara LaGuardia
President

By: Karen L. Robertson
Vice President

By: Elizabeth A. Moody
Secretary

By: Marna Johnson
Treasurer

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)



The foregoing was acknowledged before me this 15 day of
September, 2014, by Barbara LaGuardia, as
President of the Village at McCoy-Jensen Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: February 19, 2018.

Christina Ann Tuffield
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)



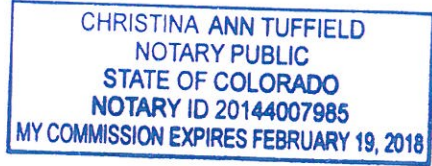
The foregoing was acknowledged before me this 15 day of
September, 2014, by Karen L. Robertson, as Vice
President of the Village at McCoy-Jensen Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: February 19, 2018.

Christina Ann Tuffield
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)



The foregoing was acknowledged before me this 15 day of September, 2014, by Elizabeth A. Moody, as Secretary of the Village at McCoy-Jensen Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: February 19, 2018

Christina Ann Tuffield
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)



The foregoing was acknowledged before me this 15 day of September, 2014, by Myrna Johnson, as Treasurer of the Village at McCoy-Jensen Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: February 19, 2018

Christina Ann Tuffield
Notary Public

FIRST AMENDMENT TO DECLARATION

FOR

THE VILLAGE AT MCCOY-JENSEN

10-00
AUG 17 1993

MES

WITNESSETH:

THAT, WHEREAS, Storck Development Corporation, a Colorado corporation, has heretofore executed and caused to be recorded a Declaration for The Village at McCoy-Jensen, which was recorded on March 13, 1991, Reception No. 91020591 in the records of the office of the Clerk and Recorder of Jefferson County, Colorado; and

WHEREAS, Article X, Section 3 of the Declaration permits amendments to the Declaration by the Declarant as long as the Declarant has an interest in the project if that amendment shall be necessary for existing or future mortgages to be acceptable to various governmental agencies with the Declarant having the right and power to make and execute any such amendments without obtaining the approval of the owners or first mortgagees; and

WHEREAS, the Declarant wishes to exercise its power under Article X of the Declaration and specifically under Section 3 regarding a special amendment.

NOW, THEREFORE, in consideration of the foregoing premises and the provisions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which as hereby acknowledged, the Declarant hereby amend the Declaration as follows:

1. Article VI, Section 25 dealing with residential age requirements is repealed in its entirety, and the following language is substituted in its place:

Section 25. Residential Age Requirements.

Declarant is developing The Village at McCoy-Jensen as an adult-oriented community for the benefit of all Owners to enhance the quality, value, desirability and attractiveness of owning and occupying all Dwelling Units within The Village at McCoy-Jensen. To further such purposes, and notwithstanding any other provision of this Declaration to the contrary, no Person shall be a "Resident", as hereinafter defined, of any Dwelling Unit within The Village at McCoy-Jensen unless (a) such Person is at least eighteen (18) years old, and (b) in those cases where such Person is younger than fifty-five (55) years old (but in no case may such person be younger than eighteen (18) years old), there is at least one other "Qualified Person", as hereinafter defined, residing in such Dwelling Unit. For purposes of this Section 25, a "Qualified Person" shall mean (i) any Person who is at least fifty-five (55) years old, or (ii) who is a widow or widower whose spouse resided in such Dwelling Unit and was at least fifty-five (55) years old at the time of his or her death, or (iii) any person who is at least thirty (30) years of age, if such person or such person's spouse purchased the Dwelling Unit from Declarant and, at the time of such purchase from the Declarant, at least 80% of the Dwelling Units in The Village at McCoy-Jensen

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that were occupied by new occupants after September 13, 1988, or occupied by at least one person 55 years of age or older per unit. The purpose of this provision is to permit Declarant to sell Dwelling Units to persons under 55 if at least one Resident will be at least 30 years old so long as no resident will be under 18 years old and yet to comply with the definition of "housing for older persons" in Section 807(b) (2) of the Fair Housing Act as amended by the Fair Housing Act Amendments Act of 1988. The provision for occupation of the unit by one person at least 55 years of age or older and requiring that 80% of the units meet this provision shall be applicable not only to the first sale of each Dwelling Unit by the Declarant, but all subsequent or resales of the Dwelling Units by Owners other than the Declarant. It shall be the responsibility of The Village at McCoy-Jensen Association to monitor sales within the project to determine if the provisions of this Section 25 are being complied with. Notwithstanding the foregoing, the provisions of this paragraph which would permit the Declarant to sell to persons under age 55, and only such provisions, shall be void and unenforceable if the Secretary of the U.S. Department of Housing and Urban Development or other authorized governmental official, agency or court with jurisdiction, determines that such provisions violate the Fair Housing Amendments Act of 1988, as amended, or other applicable law.

"It is the intention of the Declarant that the foregoing provisions of this Section shall evidence that the Dwelling Units are intended and operated for occupancy by at least one person 55 years of age or older per unit as provided for in the Fair Housing Amendments Act of 1988, Public Law 100-430 (102 Stat. 1619), as amended."

For purposes of this Section 25, "Resident" shall mean any Person who lives in or occupies all or any portion of a Dwelling Unit within The Village at McCoy-Jensen with an intent to remain for a continuous period in excess of two (2) weeks.

Except as amended hereby, the Declaration shall remain in full force and effect without modification.

IN WITNESS WHEREOF, The Declarant has caused this First Amendment to be executed on the 13 day of November, 1991.

RECEPTION NO. 91108345

STORCK DEVELOPMENT CORPORATION

By: [Signature]
RICHARD R. STORCK, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

SUBSCRIBED AND SWORN TO before me this 13th day of November, 1991, by RICHARD R. STORCK, as President of STORCK DEVELOPMENT CORPORATION corporation.

WITNESS my hand and official seal.

[Signature]
Notary Public
Address: 4401 McMurrian Ave.
Fort Collins, CO 805

My Commission Expires: June 11, 1994

ARTICLE III

ASSOCIATION PROPERTIES

Section 3.1 - Member's Rights of Use and Enjoyment. Subject to the provisions of the Declaration, each Owner of a Lot within the Annexed Property shall have a nonexclusive right and easement for use and enjoyment of services provided by the Association and of any Association Properties. Such right and easement shall be appurtenant to and pass with the title to each Lot of such Member.

Section 3.2 - Delegation of Rights of Use. A Member who owns a Lot in the Annexed Property may delegate his nonexclusive rights and easements for use and enjoyment of the services provided by the Association and of Association Properties to and only to (a) any tenant who occupies a Dwelling Unit on the Lot of that Member; (b) any contract purchaser who occupies a Dwelling Unit on the Lot of that Member; (c) if an Owner is a corporation, partnership or other such entity, such reasonable number of officers, directors, partners, shareholders, members or other natural Persons with an interest in such Owner who occupy a Dwelling Unit on the Lot as may be permitted by the Rules and Regulations adopted by the Association; and (d) guests of an Owner, tenant, or contract purchaser to the extent permitted by such Rules and Regulations. In order to use any Association Properties, tenants, contract purchasers or subtenants must agree, in writing, with the Association to assume all of said Member's duties and obligations under the Declaration and this Supplemental Declaration, except for the obligation to pay Assessments; provided, however, that said Member shall remain liable for the failure of such tenant, contract purchaser or subtenant to fulfill all such duties and obligations. Mortgagees and other Persons holding an interest in a Lot in the Annexed Property as security for a debt or for performance of an obligation shall not be entitled to use and enjoy any Association Properties or services of the Association prior to the time such Person forecloses its security interest and becomes an Owner of such Lot. A Member who does not reside on or occupy a Dwelling Unit on a Lot shall not be entitled to use and enjoy any Association Properties and services of the Association if a tenant or contract purchaser is occupying the Dwelling Unit on such Lot and is, in accordance with the foregoing, entitled to use and enjoy any Association Properties and such services derived from such member.

ARTICLE IV

USE RESTRICTIONS

Section 4.1 - General. All of the Annexed Property shall be held, used and enjoyed subject to the restrictions of the Declaration, except for the exemptions of the Declarant under the

Declaration, which exemptions are hereby incorporated into this Supplemental Declaration as if set forth in full herein.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1 - Term of Supplemental Declaration. Unless amended as herein provided, each provision contained in this Supplemental Declaration which is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation shall continue and remain in full force and effect for the period of twenty-one (21) years following the date of death of the survivor of Richard R. Storck, Glen Droegemueller and Stanley C. Peek and the now living children of said persons, or until this Supplemental Declaration is terminated as hereinafter provided, whichever first occurs. This Declaration shall continue in effect until and unless terminated as provided in the declaration which may be terminated at any time only upon the approval, in writing, of at least seventy-five percent (75%) of the Association members and seventy-five percent (75%) of the Institutional Mortgagees and any federal mortgage agency with an interest in this project.

The termination of this Declaration shall be evidenced by a Certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which shall become effective upon being recorded in the Public Records of Jefferson County, Colorado.

Section 5.2 - Amendment. Unless terminated as provided in Section 1, each and every provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Supplemental Declaration, after which time this Supplemental Declaration shall be automatically extended for successive periods of ten (10) years each except for provisions stated in Article XII, Section 2, which identify specific voting requirements for those actions to be authorized. This Supplemental Declaration may be amended during the first twenty (20) year period by an instrument approved in writing by not less than 75% of the Members of all classes and by 75% of the First Mortgagees who have given the association notice of their interest in any Lot, and thereafter by any instrument approved in writing by not less than 75% of the Members of all classes and 75% of said First Mortgagees. Such amendment or revocation shall be effective when duly recorded; provided, however, that any amendment or revocation must comply with the statutes of Colorado and the resolutions and ordinances of the City of Lakewood, Colorado.

Section 5.3 - Special Amendment. Notwithstanding the provisions of Section 2, if Declarant shall determine that any

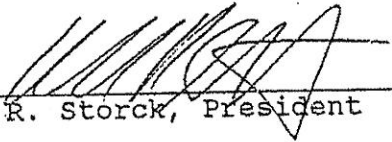
amendments to this Supplemental Declaration or any amendment to the Articles of Incorporation or Bylaws of the Association shall be necessary in order for existing or future mortgages to be acceptable to the Veterans Administration, the Federal Housing Administration of the U.S. Department of Housing and Urban Development, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, then, Declarant shall have and does specifically reserve the right and power to make and execute any such amendments without obtaining the approval of the Owners or First Mortgagees. Each such amendment of this Supplemental Declaration or of the Articles of Incorporation or Bylaws shall be made, if at all, by Declarant prior to (a) closing of the sale of the last Lot by Declarant to the first Owner (other than Declarant) thereof or (b) a date which is seven years (7) after the date this Supplemental Declaration is recorded, whichever shall occur first; and any amendment must contain if necessary thereon the written approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of Housing and Urban Development.

Section 5.4 - Mortgagee Protection. The provisions of Article XII, Sections 1, 2 and 3, of the Declaration are hereby ratified and confirmed and incorporated in this Supplemental Declaration as if repeated herein in full.

Section 5.5 - Notice, Enforcement and Other Provisions. The provisions of Article XV of the Declaration are hereby incorporated in this Supplemental Declaration as if repeated herein in full.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

STORCK DEVELOPMENT CORPORATION

By: 
Richard R. Storck, President

ATTEST:


Secretary