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AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF TODD CREEK RIVERSIDE

THIS AMENDMENT TO DECLARATION (this "Amendment") is made and entered into as of the day and year set forth below, by TODD CREEK RIVERSIDE HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation (the "Association").

This Amendment is made and entered into in contemplation of the following facts and circumstances:

A. BARTLEY/SHOOK LAND INVESTMENTS, INC., a Colorado corporation (which was merged into Fuller Land Investments, Inc., a Colorado corporation, the "Declarant"), executed that certain Declaration of Covenants, Conditions, and Restrictions of Todd Creek Riverside, recorded on July 3, 2012, at Reception No. 2012000047701, in the office of the Clerk and Recorder of Adams County, Colorado (as amended and supplemented, the "Declaration").

B. ELG INVESTORS, LLC, a Colorado limited liability company ("ELGI"), has acquired title to various lots which are located within the Annexable Area of the Community, which lots are legally described on the Exhibit A attached hereto. ELGI desires to take an assignment of the Declarant's rights under the Declaration and to assume the Declarant's remaining obligations under the Declaration in accordance with C.R.S. § 38-33.3-304. However, ELGI is uncertain whether the Declarant's Additional Reservations and Rights have expired pursuant to Section 3.9 of the Declaration and whether the Period of Declarant Control under the Declaration has expired. The Additional Reservations and Rights include, among other rights, the right of the Declarant to annex all or any portions of the Annexable Area to the Community. ELGI is unwilling to assume the Declarant's remaining obligations under the Declaration in accordance with C.R.S. § 38-33.3-304 unless the Association duly approves, executes and causes to be recorded an amendment to the Declaration that extends and/or reinstates the Declarant's Additional Reservations and Rights, the Period of Declarant Control and all of the Declarant's other rights under the Declaration.

C. Pursuant to Section 13.5 of the Declaration, and pursuant to C.R.S. §§ 38-33.3-210(5) and 38-33.3-217, the Declaration may be amended in those manners (as described above) upon the affirmative vote or agreement of Members holding at least sixty-seven percent (67%) of the Allocated Interests, including sixty-seven percent (67%) of the votes allocated to units that are not owned by a declarant.

[INDEXING NOTE to Clerk & Recorder's Office: Pursuant to C.R.S. § 38-33.3-217, please index this Amendment in the grantee's index in the names of "Todd Creek Riverside" and "Todd Creek Riverside Homeowners Association, Inc.", and in the grantor's index in the names of "Todd Creek Riverside Homeowners Association, Inc.", "Bartley/Shook Land Investments, Inc.", "Fuller Land Investments, Inc.", and "ELG Investors, LLC".]

D. The Association desires that the Community have the ability to annex all portions of the Annexable Area that have not previously been annexed into the Community, as was originally contemplated in the Declaration. The Association also desires to amend the Declaration in each of the manners set forth herein below.

E. Immediately upon the full execution and recording of this Amendment, ELGI and Declarant intend to execute and record an Assignment and Assumption of Declarant Rights pursuant to which (i) the Declarant shall assign all of its rights, title and interests under the Declaration (as amended hereby) to ELGI, and (ii) ELGI shall accept such assignment and shall assume the Declarant's remaining obligations under the Declaration in accordance with C.R.S. § 38-33.3-304 (the "Assignment of Declarant Rights to ELGI").

NOW, THEREFORE, the Association hereby publishes and declares that the Declaration is hereby amended as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference as an integral part of this Amendment.

2. Capitalized Terms. Capitalized terms which are used herein but which are not otherwise defined in this Amendment shall have the same meanings given to them in the Declaration.

3. Amendments to Declaration. The Declaration shall be, and hereby is, amended by each of the following provisions:

a. Extension and/or Reinstatement of Declarant Rights. To the extent any of the same have previously terminated or expired, the Association hereby fully reinstates all of the Additional Reservations and Rights and all other rights of the Declarant under the Declaration (collectively, the "Declarant's Rights & Reservations") as of the date hereof. Further, the Association hereby agrees and confirms that: (i) none of the Declarant's Rights and Reservations shall terminate or expire prior to the time at which ELGI becomes the Declarant as evidenced by the Recording of the Assignment of Declarant Rights to ELGI; (ii) from and after the date on which ELGI becomes the Declarant, all of the Declarant's Rights and Reservations shall continue in full force and effect unless and until the same terminate or expire in accordance with the provisions of the Declaration; and (iii) in no event shall any of the Declarant's Rights and Reservations terminate as the result of any fact or circumstance that existed prior to the time at which ELGI becomes the Declarant.

b. Extension and/or Reinstatement of Period of Declarant Control. To the extent the same has previously terminated or expired, the Period of Declarant Control is hereby reinstated. Further, the Association hereby agrees and confirms that: (i) the Period of Declarant Control shall not terminate or expire prior to the to the time at which ELGI becomes the Declarant as evidenced by the Recording of the Assignment of Declarant Rights to ELGI; (ii) from and after the date on which ELGI becomes the Declarant, the Period of Declarant Control shall remain in effect unless and until the same terminates or expires in accordance with the provisions of the Declaration; and (iii) in no event shall the Period of Declarant Control

terminate or expire as the result of any fact or circumstance that existed prior to the time at which ELGI becomes the Declarant.

4. Conflicts. In the event of any conflicts between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall control and govern. Except as modified hereby, all of the terms and conditions of the Declaration shall remain in full force and effect and are hereby reaffirmed.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, and all of which when taken together shall constitute one and the same instrument.

6. Certification. In accordance with Section 13.5 of the Declaration and C.R.S. § 38-33.3-217, the President of the Association, by executing this Amendment, hereby certifies that this Amendment was approved by the owners of at least sixty-seven percent (67%) of the existing Lots within the Community (i.e., by Members holding at least 67% of the Allocated Interests), including sixty-seven percent (67%) of the votes allocated to the existing Lots within the Community that are not owned by the Declarant.

IN WITNESS WHEREOF, the undersigned Association has executed this Amendment on this 1st day of December, 2014.

TODD CREEK RIVERSIDE HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 1st day of December, 2014, by Gene A. Osborne as President of TODD CREEK RIVERSIDE HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation.

WITNESS my hand and official seal.

(S E A L)

[Signature]
Notary Public
My Commission expires:

ANGELA N ELLIOTT
NOTARY PUBLIC, STATE OF COLORADO
My Comm. Expires 08/19/2015

CONSENT OF DECLARANT

To the extent the same is required, whether pursuant to C.R.S. § 38-33.3-210(5) or otherwise, the undersigned Declarant hereby consents to this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on this 1st day of December, 2014.

FULLER LAND INVESTMENTS, INC., successor by merger to BARTLEY/SHOOK LAND INVESTMENTS, INC., a Colorado corporation

By: [Signature]
Title: President

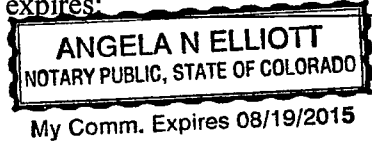
STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 1st day of December, 2014, by Gene A. Osborne as President of FULLER LAND INVESTMENTS, INC., successor by merger to BARTLEY/SHOOK LAND INVESTMENTS, INC., a Colorado corporation.

WITNESS my hand and official seal.

(S E A L)

[Signature]
Notary Public
My Commission expires:



CONSENT OF LIBERTY SAVINGS BANK, FSB

LIBERTY SAVINGS BANK, FSB ("Liberty"), is the owner of certain Lots (as described on the attached Exhibit D). Those Lots constitute portions of the Annexable Area and are therefore subject to annexation into the Community pursuant to the Declaration. In its capacity as the owner of said Lots, Liberty hereby consents to the Declaration and this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on this 2nd day of December, 2014.

LIBERTY SAVINGS BANK, FSB

By: [Signature]
Title: Vice President

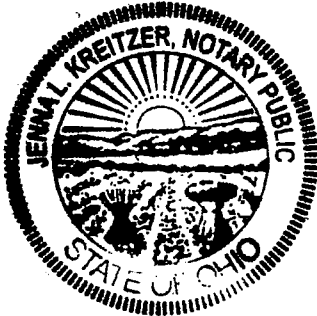
STATE OF ~~CONNECTICUT~~ OHIO)
) ss.
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 2nd day of December, 2014, by James Matson as Vice President of LIBERTY SAVINGS BANK, FSB.

WITNESS my hand and official seal.

(SEAL)

[Signature]
Notary Public
My Commission expires: 5-25-15



Jenna L. Kreitzer Notary Public
In and For the State of Ohio
My Commission Expires May 25, 2015

**EXHIBIT B
TO AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF TODD CREEK RIVERSIDE**

Lots Within Annexable Area That Are Owned by Richfield

The following property as shown on the plat of Bartley Subdivision, recorded on January 6, 2006, at Reception No. 20060126000092280, in the office of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented:

LOTS 10 and 11, BLOCK 3;
BARTLEY SUBDIVISION,
COUNTY OF ADAMS, STATE OF COLORADO

**EXHIBIT C
TO AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF TODD CREEK RIVERSIDE**

Lots Within Annexable Area That Are Owned by O&G Land

The following property as shown on the plat of Bartley Subdivision, recorded on January 6, 2006, at Reception No. 20060126000092280, in the office of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented:

LOT 4, BLOCK 1;
LOTS 5 AND 15, BLOCK 3;
LOTS 6 AND 16, BLOCK 4;
LOT 5, BLOCK 5;
LOTS 1 AND 5, BLOCK 8;
BARTLEY SUBDIVISION,
COUNTY OF ADAMS, STATE OF COLORADO

**EXHIBIT D
TO AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF TODD CREEK RIVERSIDE**

Lots Within Annexable Area That Are Owned by Liberty

The following property as shown on the plat of Bartley Subdivision, recorded on January 6, 2006, at Reception No. 20060126000092280, in the office of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented:

LOTS 5, 6, 7, 8, 9, 10, 11, 12 AND 13, BLOCK 1;
LOTS 6, 8, 9, 10, 11, 13, 14, 16 AND 17, BLOCK 2;
LOTS 2, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17 AND 18, BLOCK 3;
LOTS 1, 2, 3, 4, 5, 17, 18 AND 19, BLOCK 4;
LOTS 1, 2, 3, 4, 6, 7, 8, 9, 18, 19, 20 AND 21, BLOCK 5;
LOTS 1 THROUGH 19, INCLUSIVE, BLOCK 6;
BARTLEY SUBDIVISION,
COUNTY OF ADAMS, STATE OF COLORADO