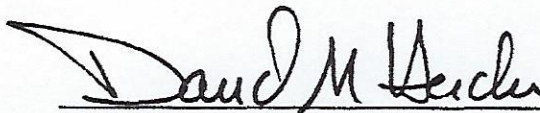


RECEPTION#: 20080023391, 04/15/2008 at 03:46:28 PM, 1 OF 52, R \$261.00 TD Pgs:  
0 Scott Doyle, Larimer County, CO

CERTIFICATION

David M. Herder, President of the Cherokee Meadows Road Association hereby certifies that the attached First Amendment to Declaration was adopted by vote or agreement of seventy-two percent (72%) of Owners of lots, as evidenced by the signature pages attached to the First Amendment.

Dated this 10<sup>th</sup> day of April, 2008.



DAVID M. HERDER



Cherokee Meadows Road Association  
PO Box 18  
Livermore, Colorado 80536

20010-00-022  
Sazdeck, Elaine Marie Revocable Trust  
8631 Cherokee Park Rd.  
Livermore, CO 80536-9115

October 8, 2007

Re: Protective Covenants

Dear CMRA Member:

At the request of the Board of Directors, we have prepared an Amendment to the Protective Covenants for Cherokee Meadows Road Association ("the Covenants"). Enclosed is a copy of the First Amendment to the Protective Covenants for Cherokee Meadows Road Association ("the First Amendment"). Section 13 of the Covenants provides that they will expire on May 17, 2008 unless extended by the Owners of a majority of the Parcels. A specific time period is no longer required. Thus, the purpose of the First Amendment is to extend the Covenants indefinitely. The First Amendment also changes the voting requirement for future amendments.

If this First Amendment is acceptable to you, please indicate your consent to the First Amendment by executing the enclosed signature page in front of a notary public, and return the original to me.

It is imperative that we continue our covenants for the protection of property values and the continued beauty of our area. Please contact me if you have any questions regarding this matter.

Thank you.

Sincerely,



Dave Herder  
President CMRA  
970-420-5673  
Enclosure



**FIRST AMENDMENT  
TO THE  
PROTECTIVE COVENANTS  
FOR  
CHEROKEE MEADOWS ROAD ASSOCIATION**

**DEFINITIONS**

“The Covenants” means the Protective Covenants for Cherokee Meadows Road Association recorded June 15, 1978 in Book 1865 at Page 729, Reception No. 254334 of the Larimer County, Colorado records

“The First Supplement” means the First Supplement to the Protective Covenants for Cherokee Meadows Road Association recorded September 9, 1981 in Book 2132 at Page 198, Reception No. 427513 of the Larimer County, Colorado records.

“The Second Supplement” means the Second Supplement to the Protective Covenants for Cherokee Meadows Road Association recorded March 5, 1982 in Book 2157 at Page 907, Reception No. 449459 of the Larimer County, Colorado records.

“The Third Supplement” means the Third Supplement to the Protective Covenants for Cherokee Meadows Road Association recorded November 15, 1996 at Reception No. 96081942 of the Larimer County, Colorado records.

“The Fourth Supplement” means the Fourth Supplement to the Protective Covenants for Cherokee Meadows Road Association recorded April 7, 1998 at Reception No. 98027636 of the Larimer County, Colorado records.

“The Property” means the real property described in the Covenants, the First Supplement, the Second Supplement, the Third Supplement and the Fourth Supplement legally described on Exhibit A attached hereto and incorporated herein by reference.

“The Protective Covenants” means the Covenants and the First, Second, Third and Fourth Supplements.

**RECITALS**

Paragraph 13 of the Covenants provides that the Protective Covenants may be amended in whole or in part by the record owners of two-thirds of the lots, tracts, or parcels of the Property. The parties who have executed the signatures pages attached to this First Amendment are the record owners of two-thirds of the lots, tracts, or parcels of the Property.

The Property shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the easements, covenants, conditions, and restrictions set forth in the Protective Covenants as herein amended and modified, which shall run with the Property and shall be



binding upon and inure to the benefit of all persons and entities having any right, title, or interest in or to the Property or any portion thereof, their heirs, personal representatives, successors, and assigns.

### AMENDMENTS

The Protective Covenants are hereby amended as follows:

1. Paragraph 13 of the Covenants is amended and restated as follows:

13. Duration and Alteration of Protective Covenants. These covenants, conditions, and restrictions for Cherokee Meadows Road Association shall run with the land and shall be binding upon all persons now owning lots, tracts, or parcels of the Property and any persons hereafter acquiring lots, tracts, or parcels of the Property and shall be in effect in perpetuity unless amended or terminated as provided herein.

2. The following shall be added as a new paragraph 14:

14. Amendments and Repeal. Any provisions, covenants, conditions, or restrictions contained in these Protective Covenants, including the term of this Covenant, may be amended or repealed upon approval of the amendment or repeal by Owners in good standing in the Association and entitled to vote, holding sixty-seven percent (67%) or more of the votes of Owners present in person or by proxy at a meeting of the Owners called for such purpose at which a quorum is present; provided that fifty-one percent (51%) or more of all votes entitled to be cast by all Owners are cast in favor of such amendment or repeal. The approval of any such amendment or repeal shall be effective upon the recording in the office of the Clerk and Recorder of Larimer County, Colorado, of a certificate executed by the appropriate officer of the Association setting forth the amendment or repeal that has been approved by Owners.

3. The existing paragraph 14 shall be renumbered to become paragraph 15.