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Fairfield and Woods, P.C.  
1801 California, Street, Suite 2600  
Denver, CO 80202

**FIRST AMENDMENT TO THE MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE AURORA HIGHLANDS**

This First Amendment to the Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands (“First Amendment”) is dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**RECITALS**

This First Amendment is made with reference to the following facts:

A. WHEREAS, on, February 3, 2020, the Declarant, Aurora Highlands, LLC, a Nevada liability company ("Declarant"), recorded the Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands, (“Declaration”) in the real property records of the County of Adams, State of Colorado at Reception No. 2020000010483;

B. WHEREAS, Section 10.2 of the Declaration provides that the Declaration may be amended by the vote of Owners holding at least sixty-seven percent (67%) of the votes allocated to Parcels subject to this Declaration at the time notice is provide to Owners of a vote on the proposed amendment, as determined by the CAB in its discretion; provided that, until the expiration of the Declarant Rights Period, no amendment of this Declaration shall be effective without the written consent of the Declarant and the CAB.

C. WHEREAS, this First Amendment is made during the Declarant Rights Period.

E. WHEREAS, at least 67% of the Owners and the Declarant desire to amend the Declaration as set forth below, and the Owners, Declarant and the CAB provide their written consent to this First Amendment by their respective signatures below.

**AMENDMENT:**

NOW, THEREFORE, the Declaration is hereby amended, as follows:

- 1). Definitions. Any capitalized term not otherwise defined in this First Amendment shall have the same meaning herein as ascribed to such term in the Declaration.
- 2). Section 3.08 of the Declaration is amended in its entirety and replaced with the following:

Section 3.08 – Scope of Committee Authority. The CARC shall have review and approval authority over the development items covered by the Design Guidelines. Declarant

hereby grants to each of the CAB and the CARC the authority to appoint one or more committees or subcommittees to provide review and approval of minor Improvements to Parcels and modifications to existing Structures and Improvements and landscaping within all or any portion of the Property (notwithstanding any provision of this Declaration to the contrary), and to grant variances related thereto. If such committee or subcommittee is appointed, the applicant may appeal the decision of the committee or subcommittee as provided in Section 3.09 herein; such committee or subcommittee shall have the benefit of the easement rights described in Section 3.18 and 7.01 herein; and such committee or subcommittee shall be a Benefitted Party.

3). Except as specifically amended by this First Amendment, the Declaration remains in full force and effect in accordance with its terms. If any term or provision of this First Amendment is inconsistent with any term or provision of the Declaration, the term or provision of this First Amendment shall control. This First Amendment shall inure to the benefit of and be binding upon the Owners and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Declarant, Owners and the CAB have executed this First Amendment on the day and year first above written.

[signature pages follow]

**DECLARANT and OWNER:**

**AURORA HIGHLANDS, LLC,**  
a Nevada limited liability company

By: CGF Management, Inc.,  
a Nevada corporation, its Manager

By: \_\_\_\_\_  
Carlo G. Ferreira, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2020 by Carlo G. Ferreira, President of CGF Management, Inc., a Nevada Corporation, acting as  
Manager of Aurora Highlands, LLC, a Nevada limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**OWNER:**

**RICHMOND AMERICAN HOMES OF COLORADO, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, as \_\_\_\_\_ of Richmond American Homes of Colorado, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CAB:**

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**, a  
political subdivision and public corporation of  
the State of Colorado

DocuSigned by:

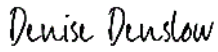


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Attest:

DocuSigned by:



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Secretary

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## Certificate Of Completion

Envelope Id: B1D391C1350A4E3B9AFAD7241311F580	Status: Completed
Subject: Please DocuSign: First Amendment to Declaration for Execution Approved by CAB (02287335xA6534).pdf	
Client Name: AACMD - CAB	
Client Number: 011-042659-OS03-2020	
Source Envelope:	
Document Pages: 6	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kathy Suazo
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Kathy.Suazo@claconnect.com
	IP Address: 67.137.57.251

## Record Tracking

Status: Original	Holder: Kathy Suazo	Location: DocuSign
9/29/2020 4:43:58 PM	Kathy.Suazo@claconnect.com	

## Signer Events

Denise Denslow  
denise.denslow@claconnect.com  
Security Level: Email, Account Authentication (None)

## Signature

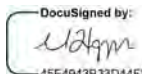
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Viewed: 10/7/2020 12:40:19 PM  
Signed: 10/7/2020 12:42:22 PM

**Electronic Record and Signature Disclosure:**  
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ID: b66b105e-e2f6-46e3-8a49-5feb80d581ed

Matt Hopper  
matt@summit-strategies.net  
Security Level: Email, Account Authentication (None)

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Signature Adoption: Uploaded Signature Image  
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Sent: 9/29/2020 4:46:00 PM  
Viewed: 10/9/2020 8:33:20 AM  
Signed: 10/9/2020 8:34:25 AM

**Electronic Record and Signature Disclosure:**  
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	10/9/2020 8:34:25 AM
Completed	Security Checked	10/9/2020 8:34:25 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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