

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR ECHO CANYON ESTATES DATED MAY 8, 2006.**

This Amendment to the Restated Declaration of Covenants, Conditions and Restrictions for Echo Canyon Estates is made as of July 2, 2008 by a recordation of notarized forms signed by the Owners and received by the above date. The completed forms, representing more than sixty-seven (67%) of the owners in Echo Canyon Estates, will remain on file with the secretary of the Association.

- A. Article 12, Section 12.04 of the Declaration expressly provides for Amendment of the Declaration upon approval of sixty-seven percent (67%) of the owners.

1. The owners hereby amend the Declaration of Covenants, Conditions and Restrictions Article 7, (CONSTRUCTION AND DESIGN GUIDELINES: USE RESTRICTIONS), Section 7.07 (Roofs), to be revised and read as follows:

Section 7.07. Roofs. Roofs shall be constructed only of 35-year asphalt shingles. Permitted colors shall include only moderate hues approved by the ACC in its discretion. Flat roofs are not permitted.

2. The owners hereby amend the Declaration of Covenants, Conditions and Restrictions, Article 7 (CONSTRUCTION AND DESIGN GUIDELINES: USE RESTRICTIONS), Section 7.13 (Vehicle Parking, Storage and Repair), to be revised and read as follows:

Section 7.13. Vehicle Parking, Storage and Repair. A maximum of two (2) passenger vehicles may be parked on the driveway of any Lot. Except as provided below, no trailer, motorcycle, truck of any nature in excess of one ton (no double axles), recreational vehicles, boats, snowmobiles (collectively "Recreational Vehicles" under this Section 7.13), or any accessories to any Recreational Vehicles, shall be parked, stored, repaired or maintained on any Lot or Common Area, except: (I) temporarily while loading or unloading; or (II) for the purpose of routine maintenance including, by way of example but not limitation, oil changes, waxing, and minor engine work. All Recreational Vehicles that are not kept in a garage must be parked in the side or rear yard of a Residence and must be screened from public view, both front and rear, by a fence at least six (6) feet in height, approved by the ACC, and not farther forward than the front building line of a Residence. See fencing standards in Section 7.16.

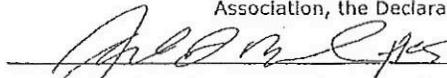
3. The owners hereby amend the Declaration of Covenants, Conditions and Restrictions, Article 7 (CONSTRUCTION AND DESIGN GUIDELINES: USE RESTRICTIONS), Section 7.16 (Fences, Planters and Hedges), to be revised and read as follows:

Section 7.16. Fences, Planters and Hedges

- (a) Except as expressly permitted by this Declaration or the ACC, no wall, fence, planter or hedge in excess of three (3) feet above ground level shall be allowed within any front yard setback, and all such fencing shall be open type. All fences in the Subdivision shall be made of wood (i.e.-cedar), wood composite, split rail, wooden picket or tan vinyl,

with the exact height and style approved by the ACC prior to construction. The ACC may, from time to time, adopt written fencing standards, details and colors that differ from the standards described in this Section 7.16. A copy of such standards, details and colors shall be provided to any Owner upon request.

- (b) Fences bordering the open space Common Areas on Block 6, Lots 1-9 and Block 6, Lots 21, 22 and 23 (as depicted on the map), shall be subject to the same standards as listed in 7.16 (a).
  - (c) Declarant shall cause to be constructed on the northern boundary of the Subdivision along the property lines of Block 5, Lots 1-9 (as depicted on the map) a six (6) foot high wooden privacy fence. The Owners of such Lots may stain the interior of the fence on their respective Lot, but the Association shall be responsible for all exterior maintenance, including the replacement of damaged posts, slats and rails, except in case of Owner negligence under Section 4.06.
  - (d) Declarant shall cause to be constructed on the eastern boundary of the Subdivision along the property lines of Block 5, Lot 9; Block 1, Lots 1-6; and Block 2, Lots 1-6 (as depicted on the map), evenly spaced stucco pillars in-filled with fencing of the size and style selected by Declarant and approved by the City. The Association shall be responsible for maintenance of the Pillars and all exterior maintenance of the fence, including the replacement of damaged posts, slats and rails (if applicable), except in the cases of Owner negligence under Section 4.06. The Owners of the above Lots may stain the interior of the fence on their respective Lot if the in-fill fencing is constructed of wood.
4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
5. Conflicts between Documents. In case of conflict between the Declaration as amended hereby and the Articles and the By-laws of the Association, the Declaration as amended shall control.

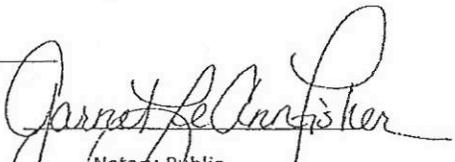
  
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Joel A. Mahnke as President of Ridemore Enterprises, Inc.

Subscribed and sworn to before me this 2<sup>nd</sup> day of July, 2008, by Joel A. Mahnke as President of Ridemore Enterprises, Inc., a Colorado Corporation.

WITNESS my hand and official seal.

My commission expires: 11/13/2009



  
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Notary Public