

**SECOND AMENDMENT
TO
PROTECTIVE COVENANTS
FOR
COUNTRY LANE SUBDIVISIONS FILING NO. 2
AND A PORTION OF
COUNTRY LANE SUBDIVISION FILING NO. 3**

This Second Amendment to Protective Covenants for Country Lane Subdivision Filing No. 2 and a Portion of Country Lane Subdivision Filing No. 3 (this "Second Amendment") is executed as of the 15th day of July, 2004 (the "Effective Date"), by the Lakeshore Community Association, Inc., a Colorado nonprofit corporation (the "Association"), on behalf of not less than 75% of the record Owners of the Building Sites located within the Subdivision (the "Owners"). Any capitalized term used in this Second Amendment but not defined in this Second Amendment has the meaning given for such term in the Protective Covenants for Country Lane Subdivision Filing No. 2 and a Portion of Country Lane Subdivision Filing No. 3, as amended by the First Amendment to Protective Covenants for Country Lane Subdivision Filing No. 2 and a Portion of Country Lane Subdivision Filing No. 3.

WITNESSETH:

WHEREAS, the Building Sites located within the Subdivision are subject to the Protective Covenants for Country Lane Subdivision Filing No. 2 and a Portion of Country Lane Subdivision Filing No. 3 recorded in the records of the Clerk and Recorder for Arapahoe County (the "Records") in Book 4981 at Page 474, as amended by the First Amendment to Protective Covenants for Country Lane Subdivision Filing No. 2 and a Portion of Country Lane Subdivision Filing No. 3 filed in the Records in Book 5378 at Page 256 (as amended, the "Protective Covenants"); and

WHEREAS, pursuant to Section 27 of the Protective Covenants, the Association has accepted an Assignment of Declarant's Rights and Duties, and has accepted the rights and powers of the Declarant, as well as has assumed the duties and obligations of the Declarant thereunder; and

WHEREAS, pursuant to Section 17 of the Protective Covenants, the Protective Covenants may be amended by an instrument executed by at least 75% of the record owners of the Building Sites located within the Subdivision; and

WHEREAS, at least 75% of the record Owners of the Building Sites located within the Subdivision have executed a duplicate copy of this Second Amendment evidencing their desire to amend the Protective Covenants to clarify the rights and obligations of the Architectural Control Committee (the Architectural Control Committee may also be referred to as the "Committee" in the body of the Protective

Covenants), all as set forth below.

Amendment to Protective Covenants

1. Amendment to Section 2(B) of the Protective Covenants. As of the Effective Date, Section 2(B) of the Protective Covenants is hereby amended in its entirety to read as follows:

2(B) The Architectural Control Committee shall consist of at least three (3) and not more than five (5) members, all of whom shall be appointed by the Board of Directors of the Association. The Association may at any time, and from time to time, change the authorized number of members of the Architectural Control Committee, but the number of members shall always be an odd number and shall not be less than three (3).

2. Amendment to Section 17 of the Protective Covenants. As of the Effective Date, Section 17 of the Protective Covenants is hereby amended in its entirety to read as follows:

17. TERM: These Protective Covenants shall run with the title to the Building Sites and shall be binding upon all parties claiming under them until December 31, 2016, after which time, these Protective Covenants shall automatically be extended for successive periods of ten (10) years each. These Protective Covenants may be amended at any time by owners holding not less than 51 percent of the votes allocated to the Membership in the Association at a meeting of the owners called for that purpose, and any such amendment shall be recorded with the Clerk and Recorder of the County of Arapahoe, State of Colorado.

3. Amendment to Section 26 of the Protective Covenants. As of the Effective Date, Section 26 of the Protective Covenants is hereby amended in its entirety to read as follows:

ENFORCEMENT. These Protective Covenants may be enforced as provided hereinafter or as allowed by applicable law or equity by each owner of a Building Site, the Architectural Control Committee and/or the Association, acting through its Board of Directors. Each owner, by acquiring an interest in a Building Site hereby appoints the Association, the Architectural Control Committee and each owner of a Building Site the right to bring suit in law or in equity against the party or parties violating or intending to violate any such covenants, conditions, restrictions and/or reservations to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any condition, covenant, restriction or reservation herein shall give the Association and/or the Architectural

Control Committee, the right to: (a) impose reasonable fines as may be established from time to time by the Board of Directors of the Association, with the sum treated as an assessment against the owner's Building Site, and/or (b) enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the owner, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, and (c) take any of the enforcement measures, and impose any of the costs against said owner, as set forth in C.R.S. §30-33.3-123. All remedies provided herein or at law or in equity shall be cumulative and are non-exclusive.

4. Amendment to Section 30 (Notices). As of the Effective Date, Section 30 of the Protective Covenants is hereby amended by deleting the words “registered or certified” where they appear in the 4th line, and replacing them with the word “regular.” In addition, the number “31” in the 7th line is hereby corrected to read “30.” Finally, the words “return receipt requested” are deleted in the 8th line, and the words “return receipt” in the last two lines are replaced with the word “mailing.”
5. No Further Amendments. Except as amended herein, the Protective Covenants remain in full force and effect.
6. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
7. Request that Association’s Board of Directors to Execute and Record Second Amendment. By executing a duplicate copy of this Second Amendment, at least 75% of the record Owners of the Building Sites located within the Subdivision hereby direct the Board of Directors of the Association to execute the original of this Second Amendment and record it in the records of the Clerk and Recorder of Arapahoe County, Colorado.

