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Pam Anderson, Clerk and Recorder TD1000 N

**FIRST AMENDMENT
TO PROTECTIVE COVENANTS AND EASEMENTS
OF CANDELAS**

This First Amendment to Protective Covenants and Easements of Candelas ("**First Amendment**"), is made the day and year hereinafter set forth by the undersigned Owners (as defined in the Covenants) of at least sixty-seven percent (67%) of the Units (as defined in the Covenants), with the written consent of the Master Developer (as defined in the Covenants).

RECITALS

A. A certain Protective Covenants and Easements of Candelas, was recorded on March 26, 2012, at Reception No. 2012032029, in the office of the Clerk and Recorder of Jefferson County, Colorado, as amended and supplemented ("**Covenants**") (terms which are defined in the Covenants shall have the same meanings herein unless otherwise defined).

B. Section 6.3.1 of the Covenants allows amendment of the Covenants by a vote or agreement of the Owners of at least sixty-seven percent (67%) of the Units; provided that, until 25 years after recording of the Covenants in the office of the Clerk and Recorder of Jefferson County, Colorado, no amendment of the Covenants shall be effective without the prior, written consent of the Master Developer.

C. The Covenants were recorded less than 25 years ago, in the office of the Clerk and Recorder of Jefferson County, Colorado.

D. The undersigned desire to amend the Covenants in order to establish a covenant requirement for centralized provision of trash removal and recycling services for the Units and to require the Metropolitan District to enforce this covenant requirement by coordinating the centralized trash removal and recycling services.

E. This First Amendment has been approved by a vote or agreement of the Owners of at least sixty-seven percent (67%) of the Units, and with the prior, written consent of the Master Developer.

AFFIRMATION

NOW, THEREFORE, the undersigned Owner hereby states and declares as follows:

1. The fourth WHEREAS on page 1 of the Covenants, is amended by deletion of the words "to furnish covenant enforcement, easement services, and design review services," and substitution, in their place, of the words "to furnish covenant enforcement, including, but not limited to the coordination of trash removal and recycling services, easement services, and design review services."
2. The Covenants are amended by insertion of the following new Section 3.18:

"Section 3.18. *Trash Removal Services and Recycling.*

These Covenants hereby require centralized trash removal and recycling services for the Units. The Metropolitan District shall enforce this covenant by coordinating the centralized trash removal and recycling services for the Units. Without limiting its authority, the Metropolitan District may levy and collect fees, charges, and other amounts to be imposed upon the Units for such trash removal recycling services. However, the scope, frequency, and all other matters with respect to such trash removal and recycling services, shall be determined by the governing board of the Metropolitan District. Without limiting the generality of the foregoing, the governing board of the Metropolitan District may, for example, as a part of establishing rules and regulations related to the enforcement of the covenant to provide centralized trash removal and recycling services, elect to provide for regularly scheduled trash pick-ups and recycling, but may require each Owner to be responsible for scheduling, and paying for, any extraordinary trash pick-ups and/or other recycling and may limit the items eligible for trash pick-up and/or recycling from time to time.”

3. Except as amended hereby, the Covenants shall be and remain in full force and effect without modification.
4. This First Amendment shall be effective upon signing and recording of this First Amendment in the office of the Clerk and Recorder of Jefferson County, Colorado.

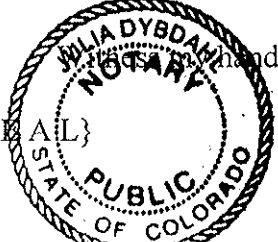
IN WITNESS WHEREOF, the undersigned Owner of at least sixty-seven percent (67%) of the Units, with the prior, written consent of the Master Developer, hereby approve this First Amendment, this 10th day of September, 2012.

ARVADA RESIDENTIAL PARTNERS, LLC, a Colorado limited liability company

By: [Signature]
 Its: MANAGER

STATE OF COLORADO)
) ss.
 COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 10th day of September, 2012, by Brian Daly as manager of Arvada Residential Partners, LLC, a Colorado limited liability company.

{SEAL}  and official seal.

[Signature]
 Notary Public
 My Commission expires: _____

My Commission Expires
 FEBRUARY 8, 2014

CONSENT

The undersigned "Master Developer" under those certain Protective Covenants and Easements of Candelas, recorded on March 26, 2012, at Reception No. 2012032029, in the office of the Clerk and Recorder of Jefferson County, Colorado, as amended and supplemented, hereby consents to the aforesaid First Amendment to Protective Covenants and Easements of Candelas.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 10th day of September, 2012.

ARVADA RESIDENTIAL PARTNERS, LLC, a Colorado limited liability company

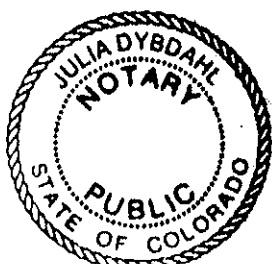
By: [Signature]
Its: MANAGER

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 10th day of September, 2012, by Brian Daly as manager of Arvada Residential Partners, LLC, a Colorado limited liability company.

Witness my hand and official seal.

{SEAL}



My Commission Expires
FEBRUARY 8, 2014

[Signature]
Notary Public
My Commission expires: _____