

After recording return to:
Melody Homes, Inc.
Attn: Jim Whatton
9555 S. Kingston Court,
Englewood, CO 80112

FIRST AMENDMENT TO THE DECLARATION OF
PENRITH PARK HOMEOWNERS ASSOCIATION INC.

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions of the Penrith Park Homeowners Association (this "Amendment") is made this 27th day of June, 2020.

RECITALS

A. Melody Homes, Inc., a Delaware corporation ("Declarant") has caused that Declaration of Covenants, Conditions, and Restrictions of the Penrith Park Homeowners Association to be recorded with the Clerk and Recorder's Office for the County of Adams, Colorado on June 5, 2020, at Reception Number 2020000051160 (the "Declaration") covering the real estate in the County of Adams; State of Colorado, as described in the Declaration.

B. The Penrith Park Homeowners Association, Inc., (the "Association") is a Colorado nonprofit corporation existing under the laws of the State of Colorado for the purpose of acting as a unit owners' association pursuant to CCIOA to administer the community as further described in the Declaration.

C. Section 13.8.1 of the Declaration provides that the Declaration may be amended at any time by vote or agreement of Owners of Units holding at least 67% of the votes in the Association and, so long as Special Declarant Rights remain in effect, the approval of Declarant.

AMENDMENT

NOW, THEREFORE, the Association hereby declares as follows:

1. Article 4, Section 15 of the Declaration is hereby amended and restated in its entirety to read as follows:

"The Association shall require each Owner (other than the Declarant or a Builder) of any Lot who purchases that Lot from the Declarant or a Builder, to make a non-refundable contribution to the Association in an amount equal to One Thousand and no/100 Dollars (\$1000.00) (regardless of whether or not annual Assessments have commenced as provided in Section 4.5 of this Declaration (Date of Commencement of Annual Assessments)). Said contribution shall be collected and transferred to the Association at the time of closing of the sale by Declarant or a Builder of each Lot and shall be for the use and benefit of the Association, including, without limitation, to meet

expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of Assessments as the same become due.”

2. Except as modified by this First Amendment, the Declaration shall remain in full force and effect. To the extent that any provision of this First Amendment is held invalid for whatever reason, such provisions shall be reformed to the least amount necessary to make them valid and the remainder of this First Amendment shall remain unaffected.

3. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

4. The Association hereby certifies that this Amendment was duly approved by vote or agreement of Owners of Units holding at least 67% of Votes in the Association in accordance with the terms of the Declaration.

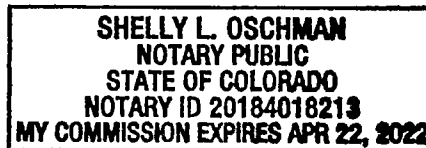
IN WITNESS WHEREOF, the Association has executed this Amendment effective as of the date and year above written.

ASSOCIATION:

Penrith Park Homeowners Association, Inc.

By: [Signature]
Name: James Wharton
Its: President

STATE OF Colorado)
COUNTY OF Douglas) ss.



The foregoing instrument was acknowledged before me this 29th day of June, 2020, by Jim Wharton as HOA Coordinator of Penrith Park Homeowners Association, Inc., on behalf of the Association.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 04/22/2022

