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After Recording, Return to:

Century at Oak Street, LLC
c/o Century Communities
8390 E. Crescent Parkway, Suite 650
Greenwood Village, CO 80111
Attn: Legal Dept.

**TECHNICAL AMENDMENT
TO
COVENANTS AND RESTRICTIONS
OF OAK STREET TOWNHOMES**

This Technical Amendment to Covenants and Restrictions of Oak Street Townhomes (“Amendment”) is made on the date set forth below.

WHEREAS, by CENTURY AT OAK STREET, LLC, a Colorado limited liability company, as Declarant, executed the Covenants and Restrictions of Oak Street Townhomes recorded on August 10, 2018 at Reception No. 2018073655 in the real property records of the County of Jefferson Denver, State of Colorado (the “Covenants”). Terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined;

WHEREAS, Section 5.6.4 of the Declaration permits the Declarant, without the approval of any other person, to amend the Covenants to correct any clerical, typographical, technical or other errors in these Covenants and/or to clarify any provision of these Covenants, and such right has not expired; and

WHEREAS, the purpose of this Amendment is to correct a technical error in the Covenants relating to the responsibilities for the maintenance of landscaping on the Property to reflect that, in fact, landscaping on the Property is and has been initially installed by the Declarant as part of the original construction of a dwellings on a Lots and thereafter that the provision of landscape maintenance services is within the authority of the District.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by the Declarant, the Declarant amends the Covenants as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made a part of this Amendment.
2. Declarant’s Authority to Amend. The amendments made to the Covenants in this Amendment are pursuant to Declarant’s authority stated in Section 5.6.4 of the Covenants.
3. Section 3.15. Section 3.15 of the Covenants is hereby amended in its entirety to read as follows:


Section 3.15 *Landscaping*. Any change or modification by an Owner of landscaping on a Unit must be in accordance with landscaping plans submitted to the ARC for review and approval (which may be with conditions and/or requirements), and such approval must be obtained prior to the installation of landscaping, in accordance with Article 2 of these Covenants. All landscaping on an Owner's Unit and on adjacent tree lawn areas, whether such landscape is maintained by an Owner, the Metropolitan District or any other person, shall be maintained in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds and debris, and replacement of landscaping. Developer grants to the Metropolitan District the right and easement to enter in and upon each rear, front and side yard areas of each Lot that lie outside of and not including any building improvements, driveways or sidewalks on the Lots, to plant, install, maintain, repair, replace and irrigate landscaping as the Metropolitan District may determine, including without limitation plantings, shrubs, sod, mulch and ground cover. The landscape easement is non-exclusive and subject to all former grants, easements, and title burdens of record. Each and every one of the benefits and burdens of this easement shall run with the land.

2. Except as expressly provided in this Amendment, the Covenants remain in full force and effect and are not hereby otherwise amended. In the case of any conflict between this Amendment and the Covenants, this Amendment shall control. The Covenants, as amended by this Amendment, is affirmed, confirmed and ratified.

IN WITNESS WHEREOF, the undersigned has executed this Amendment this 28th day of July, 2020.

DECLARANT:

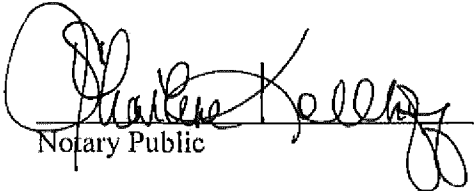
CENTURY AT OAK STREET, LLC,
a Colorado limited liability company

By: 
Name: Brian Mulqueen
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13th day of July, 2020, by BRIAN MULQUEEN as VICE PRESIDENT of CENTURY AT OAK STREET, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 02/01/2023


Notary Public

SHARLENE KOLLHOFF
Notary Public
State of Colorado
Notary ID # 20074004725
My Commission Expires 02-01-2023