

AFTER RECORDING, RETURN TO:
McKenzie, Rhody & Hearn, LLC
10457 Park Meadows Drive,
Building #2, Suite 101
Lone Tree, CO 80124

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE TOWNES AT KETTLE CREEK**

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for The Townes at Kettle Creek (the "Declaration") is made on the date hereinafter set forth by The Townes at Kettle Creek Owners Association, Inc., a Colorado nonprofit corporation ("Association").

RECITALS

A. Whereas, on or around June 6, 2006, Ashton Denver Residential, LLC, a Nevada limited liability company, (the "Declarant") created the Townes at Kettle Creek by recording the Declaration of Covenants, Conditions, and Restrictions for The Townes at Kettle Creek in the real property records of the Clerk and Recorder for El Paso County, CO at Reception No. 206084154 (the "Declaration").

B. Whereas, the Declaration provides for and allows for this Amendment to the Declaration (the "Amendment") pursuant to Article XVI, Section 16.2 of the Declaration, which provides as follows:

16.2 Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties in perpetuity. Subject to any provision in Section 4.6 above and Declarant's rights hereunder, this Declaration shall not be amended, modified or revised, except as otherwise herein provided, without the consent of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, and approval of sixty-seven percent (67%) of the First Mortgagees. Such amendment may be evidenced by either a recorded instrument indicating such consent or by a recorded certificate of the Secretary of the Association certifying (i) that at a meeting of the Owners, duly called at which a quorum was presented, the Owners of Lots, to which sixty-seven (67%) of the votes in the Association are allocated, consented to the amendment, and that sixty-seven percent (67%) of the First Mortgagees have given approval (as provided in Section 17.9 below) to the amendment, unless a higher percentage is required for such consent and approval by Section 4.6 above, in which case the certificate shall reflect the higher percentage, and (ii) that copies of such written consent and approval are in the corporate records of the Association.

C. Whereas, the undersigned, being the President and Secretary of the Association, hereby certify that Owners holding at least 67% of the total eligible Association votes have consented to, agreed in writing to, or have voted in favor of, this Amendment and whereas the signatures of those Owners in favor of this Amendment are in the possession and control of the Board of Directors for The Townes at Kettle Creek Owners Association, Inc.

D. Whereas, the undersigned, being the President and Secretary of the Association, hereby certify that, to the extent required, all First Mortgagees whom the Association is required to notify and obtain approval from pursuant to sections 16.2, 17.1, 17.8 and 17.9 have agreed in writing, or have impliedly given their consent, to this Amendment and whereas the written approval of any such First Mortgagees in favor of this Amendment are in the possession and control of the Board of Directors for The Townes at Kettle Creek Owners Association, Inc.

NOW, THEREFORE, the Declaration is hereby amended as follows:

I. Article XVII, Section 17.3 Construction Disputes is hereby DELETED from the Declaration in its entirety.

IN WITNESS WHEREOF, the undersigned, being the President and the Secretary of The Townes at Kettle Creek Owners Association, Inc., hereby certify that the Association has obtained the written approval of this Amendments as set forth in the Recitals above as evidenced by written instruments filed with the records of the Association.

THE TOWNES AT KETTLE CREEK OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation

By: *Arlene Chumley*
President

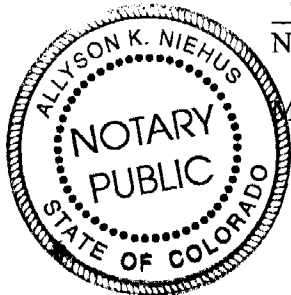
Attest: *Konrad Kahle*
Secretary

STATE OF COLORADO)
) ss.
CITY OF COLORADO SPRINGS)
)
COUNTY OF EL PASO)



The foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions of The Townes at Kettle Creek Owners Association, Inc. was acknowledged before me by Arlene Chumley as President, and by Konrad Kahle as Secretary, of The Townes at Kettle Creek Owners Association, Inc., a Colorado nonprofit corporation, on this 18th day of October, 2010.

Allyson K. Niehus
Notary Public



My Commission expires: MY COMMISSION EXPIRES 05/08/2011