

AFTER RECORDING, RETURN TO:

Jeff Mark  
Eagle Development Company, Lorson South Land Corp. & Babcock Land Corp.  
212 N. Wahsatch Avenue, Suite 301  
Colorado Springs, CO 80903

**FIRST AMENDMENT  
TO  
DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
WINDERMERE**

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDERMERE is dated effective as of January 18, 2023 (“First Amendment”).

Eagle Development Company, Lorson South Land Corp. & Babcock Land Corp. ("Declarant"), executed and recorded that certain Declaration of Covenants, Conditions, and Restrictions for Windermere on May 9, 2022 at Reception No. 222064988 in the real property records of El Paso County, Colorado (the “Covenants”).

Pursuant to Section 2.03 (f) and 2.03 (g) of the Covenants, Declarant desires to hereby amend the Covenants to acknowledge and provide clarity behind the intent of the property described therein.

NOW, THEREFORE, the Covenants are hereby amended as follows:

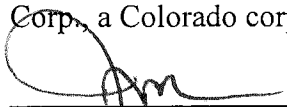
- 2.03 (f) Landscaping. If acquisition of a Lot occurs between April 1 and July 31 of any year, the homeowner of the Lot (other than Declarants or Builders) shall install rear and side yard landscaping on such Lot within six (6) months after closing on the home constructed on the Lot or such period of time approved by the Design Review Committee or as established in the Design Guidelines. If acquisition does not occur between such dates, then such landscaping shall be installed by such homeowner by the following July 31 or such longer period of time approved by the Design Review Committee or as established in the Design Guidelines. Front yard landscaping in accordance with the Design Guidelines or as otherwise approved by Declarant, shall initially be installed by the Builder.
- 2.03 (g) Fences or Walls. Fences or walls are subject to approval by the Design Review Committee. Within six (6) months after closing of a home on a Lot or such longer period of time approved by the Design Review Committee or as established in the Design Guidelines, all fencing must be properly installed by the Builder or homeowner. All portions of the Lot, which includes front, back, and sides will be fenced and maintained in accordance with the Design Guidelines, and initially installed by the Builder or homeowner.

All fencing installed by Declarants or Builders must be properly maintained and repaired by the homeowner as initially installed by the Declarants or a Builder.

As modified herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the date first above written.

Eagle Development Company, a Colorado corporation, Lorson South Land Corp., a Colorado corporation and Babcock Land Corp., a Colorado corporation

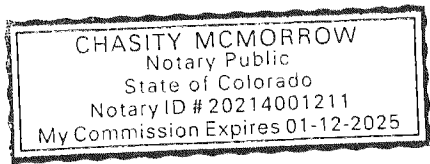
  
\_\_\_\_\_  
Jeff Mark, Vice President

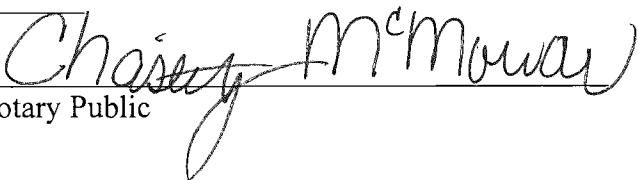
STATE OF COLORADO    )  
  ) ss.  
COUNTY OF EL PASO    )

The foregoing instrument was acknowledged before me this 18th day of January 2023, by Jeff Mark, as Vice President of Eagle Development Company, a Colorado corporation, Lorson South Land Corp., a Colorado corporation and Babcock Land Corp., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires: 01-12-2025



  
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Notary Public