

**LIMITED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WEST FORK VILLAGE
(a Common Interest Community)**

THIS AMENDMENT is made this 8th day of September, 20 25.

RECITALS

A. West Fork LLC, a Colorado limited liability corporation, created the West Fork Village community (“Community”) by recording a Declaration of Covenants, Conditions and Restrictions for West Fork Village, at Reception #2998232, on October 22, 2002, as amended including annexations (“Original Declaration”).

B. The Original Declaration provides for and allows this Amendment to the Original Declaration (the “Amendment”) in Article 18. Section 18.2 which provides in par, as follows:

This Declaration, or any provision of it, may be amended at any time by Owners holding not less than (a) sixty seven percent (67%) of the votes possible to be cast under this Declaration at a meeting of the Owners called for that purpose, (b) at least fifty percent (50%) of the Owners of West Fork Village Units....

C. All Owners are aware of the provisions of the Declaration allowing for amendment, by virtue of the record notice of the Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

D. This limited Amendment has been prepared and determined by the Association and by the Owners that have approved this Limited Amendment to be reasonable and not burdensome.

E. The purpose of this Limited Amendment is to clarify and restate the terms of *Working Fund of the Association, Section 10.13 of the Declaration of Covenants, Conditions and Restrictions for West Fork Village.*



F. The undersigned, being the President and Secretary of the Association, hereby certify that Owners representing at least 67% of the Association votes and 50% of the Owners have consented and agreed to this Limited Amendment.

G. As amended by this Limited Amendment, this amendment shall become part of and incorporated into the "Declaration".

NOW THEREFORE,

1. **Amendment.** The Declarations hereby amended as follows:

(a) **Repeal and Restatement.** Section 10.13 is hereby repealed in its entirety and replaced with the following:

10.13 *Working Fund of the Association.* The Association shall require subsequent Unit Owners for each unit to make a non-refundable payment to the Association in an amount equal to one-fourth (1/4) or 3 months of the Annual Assessments for Common Expenses against that Unit in effect at the closing thereof, which sum shall be held and used by the Association as a working fund. Said working fund shall be collected and paid to the Association at the time of closing of sale and shall be for the use and benefit of the Association. Such payment shall not relieve a Unit Owner from making regular payments of Assessments as the same becomes due.

2. **No Other Amendments.** Except as amended by the terms of this Amendment and previous Amendments, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

**WEST FORK VILLAGE OWNERS'
ASSOCIATION, INC, a Colorado nonprofit
Corporation**

By: *Rose Dittmar* Date: 9/8/2025
Rose Dittmar, President

By: *Lisa Shewmon* Date: 9/8/2025
Lisa Shewmon, Secretary

STATE OF COLORADO

COUNTY OF WELD

The foregoing was acknowledged before me this 8th day of September, 20 25
By: *Roseanne Marie Dittmar*, President of West Fork Village Owners' Association, Inc.

Witness my hand and official seal.
My commission expires 8-19-2028

Atlee

Notary Signature
Notary public, In and for the County of Weld
State of Colorado
My Commission expires: 8-19-2028

ANGELA KAY KOLBE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204028755
MY COMMISSION EXPIRES AUG. 19, 2028