

When Recorded, Return to:  
Century at Marvella, LLC  
8390 E. Crescent Parkway  
Greenwood Village, CO 80111  
Attn: Audrey Baker

Recorded at the request of  
First American Title Insurance Company  
5520-2590632

**FIRST AMENDMENT TO  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MARVELLA**

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THIS FIRST AMENDMENT COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARVELLA ("**First Amendment**" as hereinafter more fully defined) are made and entered into the date and year hereinafter set forth by Century at Marvella, LLC, a Colorado limited liability company ("**Developer**," as hereinafter more fully defined).

WITNESSETH:

WHEREAS, Developer is the owner of all of that certain real property located in the City of Centennial ("**City**"), County of Arapahoe ("**County**"), State of Colorado, as the same is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**"); and

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WHEREAS, the Property is subject to that certain Covenants, Conditions and Restrictions for Marvella recorded in the official records of Arapahoe County, Colorado on January 4, 2016 at Reception No. D6000156 (the "**CC&Rs**"); and

WHEREAS, Developer desires to amend various provisions of the CC&Rs; and

WHEREAS, the Units owned by Developer constitute more than sixty-seven percent (67%) of all of the Units in the Property, and

WHEREAS, pursuant to Section 5.6 of the CC&Rs, the CC&Rs may be amended by an affirmative vote or agreement of the Owners of sixty seven percent (67%) of the Units; and

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WHEREAS, by its execution of this First Amendment, Declarant has amended the CC&Rs as set forth herein;

NOW, THEREFORE, Developer hereby amends the CC&Rs as follows:

GENERAL

1. Section 1 of Article I is hereby amended by the addition of the following Section:

**"Section 1.15 Retaining Walls.**

**"Retaining Walls"** means and includes all retaining walls located, in whole or in part, on a Unit, together with any subsurface geogrid or support structure extending

therefrom. The Units impacted are identified on Exhibit B attached hereto and incorporated herein by this reference.”

2. Article III is hereby amended with the addition of the following Section:

**“Section 3.17 Retaining Walls.**

3.17.1. All Retaining Walls located on a Unit shall be owned and maintained by the Metropolitan District. Developer hereby reserves to itself, and grants to the Metropolitan District, easements for all such Retaining Walls, including any underground geogrid or supporting structures, located on, under, across or through those portions of those Unit identified on Exhibit B (each a “**Retaining Wall Easement**”), together with a reasonable right of access to such Retaining Wall Easements, over, across and through the Units as necessary for the Developer and/or Metropolitan District to exercise the rights hereunder; provided, however, that if a residence is located upon any of the areas described on Exhibit B, then such Retaining Wall Easement is reduced in width to the width of the distance from the nearest lot line to the exterior wall of the residence on such Unit that is nearest to such lot line. The Retaining Wall Easement may be used at any time to construct, inspect, maintain, operate, repair, or replace all or any portion of any Retaining Wall, including any related underground geogrid or supporting structure, as the Metropolitan District may determine.

3.17.2. The Owner or occupant of a Unit upon which a Retaining Wall is located shall not alter or interfere with any Retaining Walls located on, under or through the Owner’s or occupant’s Unit.

3.17.3. The Owner or occupant of a Unit upon which a Retaining Wall is located shall not disturb and shall not permit a third party to disturb the subsurface of any Retaining Wall Easement located within a Unit without the Metropolitan District’s prior written consent. This restriction shall mean that the Owner or occupant of any Unit upon which a Retaining Wall and Retaining Wall Easement are located must obtain the prior written consent of the Metropolitan District before landscaping any portion the Retaining Wall Easement area.”

3. Except as the CC&Rs are specifically amended by this Amendment, the terms and provisions of the CC&Rs shall remain in full force and effect and the Developer hereby ratifies and reaffirms the terms and provision of the CC&Rs. In the case of any conflict between this Amendment and provisions of the CC&Rs, the provisions of this Amendment shall control. All capitalized terms used but not defined herein shall have the meanings given to them in the CC&Rs.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned, being the Developer herein and the Owner of the Property, has hereunto set its hand and seal this 22<sup>nd</sup> day of February, 2016.

DEVELOPER:

CENTURY AT MARVELLA, LLC,  
a Colorado limited liability company

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By: [Signature]  
Name: Todd Amberry  
Its: Senior Vice President

STATE OF COLORADO )  
) ss.  
COUNTY OF \_ARAPAHOE )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 2016, by Todd Amberry as Senior Vice President of Century at Marvella, LLC, a Colorado limited liability company.

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Witness my hand and official seal.

{SEAL}

Marcia O'Connor  
Notary Public  
My Commission expires: 12/16/18

MARCIA KAY O'CONNOR  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19994013306  
MY COMMISSION EXPIRES DECEMBER 16, 2018

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**EXHIBIT A**  
**TO**  
**FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR MARVELLA**

(Property)

Lots 1 through 13 inclusive, Block 1,

Lots 1 through 19 inclusive, Block 2,

Lots 1 through 33 inclusive, Block 3, and

Lots 1 through 8 inclusive, Block 4,

Verona Estates Filing No. 1,

City of Centennial, County of Arapahoe, State of Colorado.

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**EXHIBIT B**  
**TO**  
**FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR MARVELLA**

Unit (Lot/Block)	Existence of Geogrid or Subsurface Structure on Unit	Retaining Wall Easement
Lot 3, Block 1	Yes	Five (5) foot wide easement, extending from the westerly boundary line
Lot 4, Block 1	Yes	Five (5) foot wide easement, extending from the westerly boundary line; Five (5) foot wide easement, extending from the easterly boundary line; and Eight (8) foot wide easement, extending from the south-westerly boundary line
Lot 5, Block 1	No	Five (5) foot wide easement, extending from the westerly boundary line
Lot 8, Block 1	Yes	Five (5) foot wide easement, extending from the southerly boundary line
Lot 9, Block 1	Yes	Five (5) foot wide easement, extending from the easterly boundary line
Lot 18, Block 2	Yes	Five (5) foot wide easement, extending from the easterly boundary line
Lot 1, Block 3	Yes	Five (5) foot wide easement, extending from the westerly boundary line
Lot 6, Block 3	Yes	Five (5) foot wide easement, extending from the southerly boundary line
Lot 8, Block 3	No	Five (5) foot wide easement, extending from the easterly boundary line
Lot 9, Block 3	Yes	Five (5) foot wide easement, extending from the westerly boundary line; and Five (5) foot wide easement, extending from the northern boundary line
Lot 15, Block 3	Yes	Five (5) foot wide easement, extending from the easterly boundary line
Lot 16, Block 3	Yes	Five (5) foot wide easement, extending from the easterly boundary line
Lot 20, Block 3	No	Five (5) foot wide easement, extending from the easterly boundary line
Lot 23, Block 3	Yes	Six (6) foot wide easement, extending from the south-easterly boundary line

