

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

The Shops at Meridian Ranch LLC
3575 Kenyon Street, Suite 200
San Diego, CA 92110

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS (this "First Amendment") is made effective the 8TH day of APRIL, 2024, by THE SHOPS AT MERIDIAN RANCH LLC, a Colorado limited liability company ("Declarant").

RECITALS:

A. The Declaration of Covenants, Conditions and Restrictions and Grant of Easements dated June 6, 2022, and filed of record with the Clerk and Recorder of El Paso County, Colorado ("County Records"), on June 8, 2022, at Reception No. 222078896 (the "Declaration") was executed by Declarant and subjected that certain real property as identified on Exhibit A to the Declaration to certain restrictions as set forth therein ("Shopping Center"). Capitalized terms not defined in this First Amendment shall have the meaning given such terms in the Declaration.

B. Subsequent to recording the Declaration, Hunjan Gas Stations LLC, a Colorado limited liability company ("Gas Station Owner"), acquired fee simple interest in a portion of Lot 2 of the Shopping Center as depicted on Exhibit A to the Declaration ("Gas Station Parcel"). The Gas Station Parcel is part of the Shopping Center and subject to the Declaration.

C. Pursuant to Section 10.4 of the Declaration, Declarant has the right, in its sole discretion, to amend the Declaration without the consent of any other owner.

D. Declarant desires to amend the Declaration as set forth in this First Amendment.

AMENDMENT

NOW, THEREFORE, Declarant hereby exercises its rights pursuant to Section 10.4 of the Declaration to amend the Declaration as follows:

1. Common Area Maintenance Costs. Section 5.4(a) of the Declaration is hereby deleted in its entirety and replaced with the following:

5.4 Maintenance Cost-Sharing Covenants.

(a) Each of the Owners shall pay its Proportionate Share of Common Area Maintenance Costs. As used herein, "**Common Area Maintenance Costs**" shall mean all costs actually incurred by the Declarant or Manager pursuant to the discharge of the Common Area

Maintenance obligations as set forth in this Article V, including without limitation costs incurred for (i) painting, resurfacing, restriping, cleaning, sweeping and lighting the Driveway; (ii) cultivating, irrigating and fertilizing landscaped areas (except for the Meridian Service Metropolitan District Landscaping) and the maintenance and repair of sprinkler systems; (iii) maintenance, repair and replacement of Common Areas including, but not limited to perimeter walls, signs advertising and identifying only the Shopping Center, lights, lighting standards, parking bumpers, drainage facilities and all utility systems serving the Common Area; (iv) premiums for any liability insurance carried by Declarant pursuant to Section 5.2(c) above; (v) security services at the Shopping Center to the extent deemed necessary by the Manager; (viii) an administrative fee not to exceed 10% of the total Common Area Maintenance Costs; and (ix) costs of any new, or modifications to existing, offsite public or private improvements that are required by a governmental agency in connection with development of the Shopping Center, but which improvements shall benefit all of the Owners in Declarant's sole discretion, including but not limited to traffic signals for all traffic in and out of the Shopping Center). For any cost not expressly excluded by subpart (b) below, "**Common Area Maintenance Costs**" shall also include all costs actually incurred by the Declarant or Manager pursuant to the discharge of the Common Area Maintenance obligations by Declarant or Manager, as applicable.

2. Effective Date. This First Amendment shall be effective from and after the date of its recording in the real estate records of the County of El Paso, State of Colorado.
3. Consent. Gas Station Owner hereby consents to the amendment of Section 5.4(a) of the Declaration as described hereunder.

(Signatures on following page)

AS CONSENTED TO BY:

GAS STATION OWNER:

HUNJAN GAS STATIONS LLC,
a Colorado limited liability company

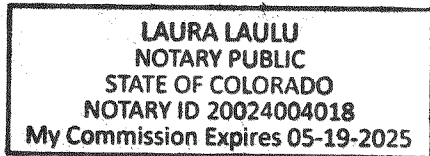
By: Naginder Singh
Name: Naginder Singh
Title: Member, Authorized Signatory

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 5th day of April, 2024, by Naginder Singh, as Member, Authorized Signatory of Hunjan Gas Stations LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 5/19/2025

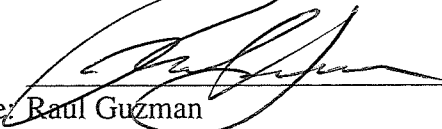


Laura Laulu
Notary Public

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

DECLARANT:

THE SHOPS AT MERIDIAN RANCH LLC,
a Colorado limited liability company


By: 
Name: Raul Guzman
Title: Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

The foregoing instrument was acknowledged before me this 8th day of April, 2024, by Raul Guzman, as Manager of The Shops at Meridian Ranch LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: July 26, 2027


Notary Public

