



## SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS APERTURE

This Second Amendment to Declaration of Protective Covenants Aperture (this “Second Amendment”) amends that certain Declaration of Protective Covenants Aperture recorded on August 1, 2017 at reception number 648055 of the real property records of Gunnison County, Colorado (that “Original Declaration”) as amended by that First Amendment to Declaration of Covenants Aperture as recorded at reception number 658376 of the real property records of Gunnison County, Colorado (together with the Original Declaration, the “Amended Declaration”). Pursuant to Article 10, Section 2 of the Original Declaration, the owners of two-thirds of the Lots<sup>1</sup> provide their written consent to this Second Amendment. Further, this Second Amendment is adopted by the Declarant pursuant to its rights reserved under Article 9, Section 5 of the Original Declaration to complete the improvements, amend the Lots and Common Areas, and its right to “amend the Plat and these Covenants, including without limitation the right to unilaterally amend the Plat and these Covenants to exercise any development rights....” This Second Amendment shall be indexed in the grantee’s index in the name of Aperture and in the name of Aperture Homeowners Association, Inc., a Colorado nonprofit corporation. This Second Amendment shall be indexed in the grantor’s index in the name of Aperture Homeowners Association, Inc. and Cypress Foothills, LP, a Texas limited partnership.

This Second Amendment hereby amends and restates Article 1, Section 1 of the Original Declaration to state in its entirety:

**Section 1. Property Dedication.** Cypress Foothills, LP, a Texas limited partnership (“Declarant”) hereby makes, declares and establishes the following covenants, restrictions and easements which shall be binding upon and affect the real property more particularly described as:

Aperture according to the Plat thereof filed for record the 1<sup>st</sup> day of August, 2017 and bearing Reception No. 648057 of the records of Gunnison County, Colorado (the “Plat”), which is more particularly described on the attached **Exhibit A**, which is incorporated herein by this reference, EXCLUDING, however, from both Aperture according to the Plat and **Exhibit A**, the West Remainder Parcel as shown on and described by the Plat. The West Remainder Parcel as shown on the Plat shall not be subject to these Covenants.

(the “Property”).

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<sup>1</sup> Capitalized terms used herein but not defined herein shall have the meaning set forth in the Original Declaration.





Cypress Foothills, LP, a Texas limited partnership, as the owner of two-thirds or more of the Lots does hereby consent, agree, and adopt, and exercise its rights in accordance with, the Second Amendment as set forth above.

Cypress Foothills, LP, a Texas limited partnership

By: Cypress Foothills GP, LLC, a Delaware limited liability company, its General Partner

By: *Brian Parro*

Its: *CFO/LLC*

STATE OF TEXAS )  
 ) ss.  
COUNTY OF DALLAS )

The foregoing instrument was acknowledged before me this 18 day of June, 2020 by Brian Parro as CFO/LLC of Cypress Foothills GP, LLC, a Delaware limited liability company, as General Partner of Cypress Foothills, LP, a Texas limited partnership.

Witness my hand and official seal.  
My commission expires: 11-20-2020

*Laurie Hughes*  
Notary Public

