

Indexing Note: Index in the grantee's index under "Forest Gate Subdivision" (the name of the community) and "Forest Gate Home Owners Association" (the name of the Association) and in the grantor's index under "Forest Gate Home Owners Association" (the name of the party executing this amendment).

FOURTH AMENDMENT TO THE RESTRICTIONS AND COVENANTS FOR FOREST GATE SUBDIVISION

THIS AMENDMENT ("Amendment") is made effective as of the date of recording.

RECITALS

A. The Restrictions and Covenants for Forest Gate Subdivision were originally recorded on January 13, 2005 at Reception No. 205007117 with the El Paso County Clerk and Recorder ("Initial Restrictions and Covenants").

B. Amendments to the Initial Restrictions and Covenants have been recorded with the El Paso County Clerk and Recorder as follows:

- First Amendment to the Restrictions and Covenants for Forest Gate Subdivision recorded on January 13, 2005 at Reception No. 205007117
- Second Amendment to the Restrictions and Covenants for Forest Gate Subdivision recorded December 5, 2014 at Reception No. 214111945
- Third Amendment to the Restrictions and Covenants for Forest Gate Subdivision recorded February 1, 2018 at Reception No. 218012630

C. The Initial Restrictions and Covenants and the foregoing amendments are collectively referred to as the "Restrictions and Covenants."

D. Section 68 of the Restrictions and Covenants provides that the Restrictions and Covenants may be amended upon the approval of at least two-thirds of the owners.

E. The Association and Owners desire to amend the Restrictions and Covenants as set forth below.

F. At least two-thirds of the Owners have approved this Amendment and have determined this Amendment to be reasonable and not burdensome.

AMENDMENT

NOW, THEREFORE, the Restrictions and Covenants are amended as follows:

1. Amendment. The Restrictions and Covenants are amended by adding a new Section 38.1 as follows:

38.1 Data and Communications Services and Infrastructure.

(a) Without in any way limiting the general purposes and powers of the Association in these Restrictions and Covenants or the Articles of Incorporation of Bylaws of the Association, the Association may, but shall not be required to, install and provide electronic communications and data transmission infrastructure throughout the community ("Communications Infrastructure") for the provision of cable, video, internet, data transmission and/or other services ("Communications Services"), and to allow the

provision of Communications Services to any and/or all Lots within the community through the Communications Infrastructure. The Communications Infrastructure may consist of all or any of the following: (i) underground lines and cables (including but not limited to any type of lines or cable such as fiber optic cables, coaxial cables or other cables or connection lines required for the Communication Services) and (ii) all above and below ground structures, equipment and appurtenances necessary for the collection, provision, distribution and transmission of the Communication Services.

(b) The Association reserves for itself and its designees, successors, assigns, agents and licensees, the right and a perpetual easement and right-of-way across, over and upon (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the community (but not individual Lots), and (ii) common areas, for the purposes of installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting all or any portion of the Communications Infrastructure, provided no use of such easement shall materially interfere with use of any Lot by an Owner.

(c) Any costs associated with the installation, construction, maintenance and/or provision of the Communications Infrastructure will be considered a common expense and may be assessed as part of the Annual Assessments or as a Special Assessment as provided in these Restrictions and Covenants.

2. No Other Amendments. Except as amended by the terms of this Amendment and any previous amendments, the Restrictions and Covenants remain in full force and effect.

3. Effective Date. This Amendment will be effective upon recording.

IN WITNESS WHEREOF, the undersigned certifies that at least two-thirds of the owners have approved this Amendment.

FOREST GATE HOME OWNERS ASSOCIATION,
a Colorado nonprofit corporation

By: [Signature]
Secretary

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

The foregoing was acknowledged before me this 3 day of Sept, 2019, by Jeremy J Isaac, as Secretary of Forest Gate Home Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____

[Signature]
Notary Public

