

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

THIS FIRST AMENDMENT to Independent Contractor Agreement ("*Amendment*") is entered into by and between the Fossil Ridge Metropolitan District No. 1 ("*District*") and Overlook Property Management, Inc. ("*Independent Contractor*"). The District and Independent Contractor are referred to in this Amendment collectively as the Parties, and individually as a Party.

I. RECITALS

WHEREAS, the Parties previously entered into that certain Independent Contractor Agreement dated January 1, 2014 ("*Agreement*"). A copy of the Agreement is attached as Attachment 1; and

WHEREAS, the Parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and this Amendment, the Parties agree as follows:

II. AGREEMENT

1. The addresses to which notices or communications will be given to the Parties pursuant to Paragraph 19 shall be revised as follows:

District: Fossil Ridge Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Attn: Steve Beck

Contractor: Overlook Property Management
6860 S. Yosemite Court, Suite 2000
Centennial, Colorado 80112

2. Paragraph 8 of the "GENERAL ADMINISTRATION" section of Exhibit A, Scope of Services, is revised in its entirety to read:

8. Making payment for any one item of repair or replacement, as follows: (i) items of repair or replacement up to a total cost of \$500.00 may be made by Management without prior Board approval; (ii) items of repair or replacement greater than \$500.00 but less than \$2,000.00 may be made by Management upon the approval of the Board President, or if the Board President is unavailable, then upon the approval of the Board Vice President or Board Treasurer; and (iii) items of repair or replacement with a total cost of \$2,000.00 or greater may not be made by Management without the approval of the Board of Directors. Notwithstanding the foregoing, emergency repairs at any cost level required to prevent imminent damage to District property, to preserve the safety of District property or District residents, or that may be required to avoid the suspension of any

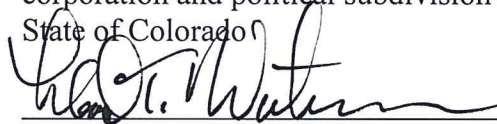
essential District service, may be made by Management upon the approval of one Board member, or if no Board members can be reached for approval, then upon Management's attempt to contact each Board member at his/her telephone number on file with Management.

3. The provisions of this Amendment shall be effective as of the date both Parties sign this Amendment. All other provisions of the Agreement shall remain in full force and effect as written and are unaffected by this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment.

DISTRICT:

FOSSIL RIDGE METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado



Tom Waterman, Board President

Date: August 20, 2018

ATTEST:



Dave McGraw, Secretary

CONTRACTOR:

Overlook Property Management, Inc., a
Colorado corporation

Jennie Heinze, President

Date: _____

