

# Canyon Creek Estates

1988 COVENANTS

Recorded at 10:12 o'clock A M. AUG 05 1988  
Reception No. 394314 MILDRED ALSDORF, RECORDER  
GARFIELD COUNTY, COLORADO

BOOK 735 PAGE 930

FIRST AMENDMENT TO  
THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CANYON CREEK ESTATES

THIS INSTRUMENT is made and entered into this 20th day of July,  
1988, by Lazier-Sills Partnership, a Colorado general partnership, (hereinafter referred  
to as the "Declarant").

RECITALS

1. Declarant has executed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Canyon Creek Estates dated September 29, 1986 and recorded September 30, 1986 at Book 696, Page 186, Reception Number 374955 of the records of the Clerk and Recorder of Garfield County, Colorado (the "Declaration").
2. Declarant desires to amend certain provisions within the Declaration.
3. Declarant has the reserve right in the Declaration to amend the Declaration. Specifically, the Declaration provides in pertinent part as follows in Section 10.6:

"10.6 Duration, Revocation, and Amendment.

(a) Each and every provision of this Declaration shall run with and bind the land ("Property") for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. Except as otherwise provided herein, this Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by an instrument approved in writing by not less than fifty-one percent (51%) of the Owners. Such amendment shall be effective when duly recorded in the County of Garfield, Colorado.

(b) Notwithstanding anything to the contrary contained in this Declaration, if Declarant shall determine that any amendments to this Declaration or any amendments to the Articles of Incorporation or Bylaws of the Association shall be necessary in order for existing or future mortgages, deeds of trust or other security instruments to be acceptable to the Veterans Administration, the Federal Housing Administration of the U.S.

Department of Housing and Urban Development, the Government National Mortgage Association, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, then, subject to the following sentence of this Section, Declarant shall have and hereby specifically reserves the right and power to make and execute any such amendments without obtaining the approval of any Owners, or First Mortgagees. Each such amendment of this Declaration or of the Articles of Incorporation or Bylaws shall be made, if at all, by Declarant prior to the expiration of one hundred and twenty (120) days after Declarant and Participating Builders have conveyed seventy-five percent (75%) of the Lots then subject to this Declaration to Owners (other than Declarant or Participating Builders) or five (5) years from the date of recording of this Declaration, whichever occurs first; and each such amendment must contain thereon the written approval of the Veterans Administration or the Federal Housing Administration of the U. S. Department of Housing and Urban Development (if such approval is then required by either of such agencies).

(c) Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration at any time prior to the expiration of one hundred and twenty (120) days after Declarant and Participating Builders have conveyed seventy-five percent (75%) of the Lots then subject to this Declaration to Owners (other than Declarant or Participating Builders) or five (5) years from the date of recording of this Declaration, whichever occurs first, for the purposes of correcting spelling, grammar, dates or as is otherwise necessary to clarify the meaning of the provisions of this Declaration.

4. As of the date hereof, Declarant is the owner of not less than Fifty-One percent (51%) of Lots which are subject to the Declaration, and Declarant comprises, by virtue of such ownership, more than Fifty-One percent (51%) of the Owners.

5. Pursuant to the authority reserved in Section 10.6(a), the Declarant has the right and authority to amend the Declaration.

NOW, THEREFORE, Declarant hereby declares and amends the Declaration as follows:

FIRST: Section 7.3.4 of the Declaration is amended to provide that the minimum habitable floor area of a Residence, exclusive of open porches and garages, shall be not less than 1,200 square feet (as opposed to 1,350 square feet). Accordingly, Section 7.3.4 of the Declaration shall now provide as follows:

7.3.4 Residence Cost; Quality and Size. No Residence shall be permitted on any Lot at any actual builder's construction cost, excluding land costs, of less than \$30,000.00 based on cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this provision to assure that all Residences shall be of a quality workmanship and materials substantially the same or better than that which can be procured at the stated minimum cost level on the date that this Declaration is recorded for the minimum permitted Residence size. The habitable floor area of a Residence, exclusive of open porches and garages, shall be not less than 1,200 square feet.

SECOND: Except as amended hereby, all other terms, covenants, conditions and restrictions of the Declaration shall remain unchanged, without modification.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal as of the date and year first above written.

"DECLARANT"

LAZIER-SILLS PARTNERSHIP,  
a Colorado general partnership

By *Jimmy M. Sills*  
Jimmy M. Sills, General Partner and  
Authorized Agent

By *Robert T. Lazier*  
Robert T. Lazier, General Partner and  
Authorized Agent

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EAGLE )

Subscribed, sworn to and acknowledged before me this 20th day  
of July, 19 88, by Jimmy M. Sills, General Partner and  
Authorized Agent of Lazier-Sills Partnership, a Colorado general partnership.

My Commission Expires



My Commission Expires  
September 24, 1988  
505 N. Frontage Rd. 14-A  
Vail, CO 81657

*K. C. Williams*  
Notary Public

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STATE OF COLORADO )  
 ) ss.  
COUNTY OF EAGLE )

Subscribed, sworn to and acknowledged before me this 20th day  
of July, 19 88, by Robert T. Lazier General Partner and  
Authorized Agent of Lazier-Sils Partnership, a Colorado general partnership.

My Commission Expires:



My Commission Expires  
September 24, 1988  
605 N. Frontage Rd. 14-A  
Vail, CO 81657

R. T. Lazier  
Notary Public

CONSENT AND SUBORDINATION

Columbia Savings, a Federal Savings and Loan Association, as the holder of the beneficial interest in and under that certain deed of trust dated July 25, 1983 recorded August 18, 1983, in Book 633, Page 302, of the records of the Clerk and Recorder of Garfield County, Colorado (the "Deed of Trust"), which Deed of Trust is by and between Lazier-Sills Partnership, a Colorado General Partnership, and Robert T. Lazier, and Jimmy M. Sills, individually, as grantors, the Public Trustee of Garfield County, Colorado, as trustee, and Columbia Savings, a Federal Savings and Loan Association, as beneficiary, hereby expressly consents and subordinates said Deed of Trust and its beneficial interest thereunder to the foregoing First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Canyon Creek Estates.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Subordination to be executed by its authorized agents.

COLUMBIA SAVINGS, A Federal Savings and Loan Association



By: Marsha A. Hymes  
Title: Assistant Vice President

By: Ann Wesch  
Title: Assistant Secretary

Date: July 15, 1988

STATE OF COLORADO )  
COUNTY OF Arapahoe ) ss.

Subscribed, sworn to and acknowledged before me this 15th day of July, 1988, by Marsha A. Hymes as Assistant Vice President and by Ann Wesch as Assistant Secretary of Columbia Savings, a Federal Savings and Loan Association.

My Commission Expires: June 24, 1990



Karen Gutjahr  
Notary Public

CONSENT AND RATIFICATION

Canyon Creek Estates Homeowners Association, a Colorado non-profit corporation, being the owner of Certain Common Property as defined in the Declaration, does hereby expressly consent to, ratify, confirm, adopt and approve the provisions of the foregoing First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Canyon Creek Estates.

IN WITNESS WHEREOF, the undersigned have caused this Consent and Ratification to be executed by its authorized agents.

CANYON CREEK ESTATES  
HOMEOWNERS ASSOCIATION,  
a Colorado non-profit corporation

By: [Signature]  
Jimmy M. Sills, President

By: [Signature]  
Robert T. Lazier, Assistant Secretary

Dated: July 20, 1988

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EAGLE )

Subscribed, sworn to and acknowledged before me this 20th day of July, 1988, by Jimmy M. Sills, as President, and Robert T. Lazier as Assistant Secretary of Canyon Creek Estates Homeowners Association, a Colorado non-profit corporation.

My Commission Expires:

(SEAL)

My Commission Expires  
September 24, 1988  
605 N. Frontage Rd. 14-A  
Vtd, CO 81657

[Signature]  
Notary Public

