



THIRD REVISED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SILVER CREEK LAKES, SAGUACHE COUNTY, COLORADO

WHEREAS, the original declaration hereof was made and executed on the 11th day of March, 1979 by SILVER CREEK RESORT, INC. and was recorded on October 15, 1979 at 10:00 A.M. as Reception No.233872 in Book 389 at Page 267, revised and amended on February 19, 1980 at 10:00a.m. at Reception No. 235239, Book 391, Page 129 and September 8, 2004 at 3:00p.m. at Reception No. 347030 of the records of the County Recorder of Saguache County, Colorado;

WHEREAS, said SILVER CREEK LAKES RECREATION ASSOCIATION has the authority to amend the Declaration pursuant to Article IX, Section 7; and

WHEREAS, at a meeting of the members of SILVER CREEK LAKES RECREATION ASSOCIATION held on May 20, 2018, where a quorum was present, the members unanimously voted to amend the Declaration as set forth below.

WITNESSETH:

NOW THEREFORE, the Association hereby declares that the Declaration shall be amended as set forth more particularly below and that the real property in Exhibit "A", and such additions thereto as may hereafter be made, shall be held, transferred, sold, conveyed, improved and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which shall run with the real property in Silver Creek Lakes and all additions thereto and be binding on all parties having any right, title or interest in Silver Creek Lakes or any additions thereto or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and hereby further declares that the real property and such additions thereto as may hereafter be made, shall be owned by the Association but dedicated and set aside for the common use, enjoyment and recreation of Owners, pursuant and subject to the non exclusive perpetual easement described in Exhibit "B" attached hereto.

- I. The following sections of the aforesaid Declaration shall be revoked in their entirety, and amended to read as follows:

ARTICLE V

ASSESSMENTS

Section 1. LEVY OF ASSESSMENTS AND LIEN: The Association shall have the right to levy and collect general, annual, special, transfer and construction impact assessments in accordance with the provisions of this Article V against all Members. No person shall be personally liable for any assessment however, the annual and special assessments, together with

interest, costs of collecting the same, and reasonable legal fees, shall be a charge on each Member and shall be a continuing lien on each Lot owned by the Member. Such lien shall be prior to any declaration of homestead.

Section 2. PURPOSE OF ASSESSMENT: All amounts realized from assessments levied by the Association shall be used as determined by the Board for any lawful purpose consistent with this Declaration and the Articles of Incorporation and By-Laws of the Association, including, but not by way of limitation, the following, (a) to promote the recreation, health, safety, and welfare of the Members, (b) for the restoration, improvement, and the maintenance of the Common Areas; (c) for all services, equipment and facilities relating to the use and enjoyment thereof, including the operation of an entrance gate; (d) for the payment of taxes, insurance, other costs and expenses on Association Properties, including attorney's fees; (e) for any and all water related issues; and (f) for construction related impact to the Association properties.

Section 3. ANNUAL ASSESSMENT: The current annual assessment shall be \$1,250.00 per Member. Thereafter such annual assessments may be increased or decreased as follows:

(a) The annual assessment may be increased or decreased annually above or below the assessment for the preceding Fiscal Year by the affirmative vote of not less than two-thirds (2/3) of the eligible Member vote in person or by proxy at the annual meeting or at a meeting called for that purpose. The Association shall fix the amount of the annual assessment for the next fiscal year at the annual meeting;

(b) Neither the Association nor its Board may increase or decrease the annual assessment except as provided above.

(c) The annual assessment for all Members shall commence on the first day of the first month following the acquisition of a Lot, by fee simple conveyance. Thereafter, the annual assessment shall be due on the first day of May of each year without notice.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Member has been paid.

Section 4. WATER ASSESSMENT: In addition to the annual assessment each member shall pay, annually concurrently with the Annual Assessment, a pro rata amount of the cost charged the Association by the Upper Arkansas Water Conservancy District for inclusion in its water augmentation plan. The pro rata amount for each member shall be determined as set forth in Section 10.

Section 5. SPECIAL ASSESSMENTS: In addition to the annual assessments authorized above, the Association may levy in any Fiscal Year, a special assessment for any purpose identified in Article V Section 2, provided, however, that all special assessments shall be approved by the majority vote of the Member votes in person or by proxy at the annual meeting or at a meeting called for that purpose.

Any special assessments shall be applicable to all Members and are subject to the obligation for annual assessments. The due date of any special assessment under this Section 5 hereof shall be fixed in the resolution authorizing such special assessment.

Section 6. ANNUAL WORK DAY ASSESSMENT: In addition to the assessments authorized in Sections 3, 4, and 5, each Member shall be subject to an annual work day assessment in the event the Member does not participate in either work day or make arrangements with the Association to perform suitable replacement work. The current Work Day Assessment is \$300.00 per Member and may be increased hereafter following the procedure outlined for Annual Assessment increases or decreases set forth in Section 3 above.

Section 7. TRANSFER ASSESSMENT: In addition to the assessments authorized in Sections 3, 4, 5 AND 6, the Association may levy a transfer assessment against all Lots in Silver Creek Lakes. The transfer assessment shall be equal to \$250.00 or two percent (2%) of the sale price of any Lot, including improvements, whichever is greater; provided the transfer assessment shall not exceed \$8,000.00 per transaction. The transfer assessment shall be due from the Seller upon conveyance of a property right in a Lot, whether improved or unimproved, to a non-member, and shall be payable at closing.

Section 8. CONSTRUCTION IMPACT ASSESSMENT: In addition to the assessment provided for in Sections 3, 4, 5, 6 AND 7, the Architectural Committee may levy a construction assessment against any Lot prior to the beginning of construction upon said Lot. The amount assessed shall be the same for all Members subject to an assessment. The current construction impact assessment is \$1,000.00, payable to the Association prior to commencement of construction.

Section 9. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3, 4, 5, 6, 7 AND 8: Written notice of the time and location of any meeting called for the purpose of taking any action authorized under Sections 3, 4, 5, 6, 7 AND 8 of this Article shall be sent not less than thirty (30) days nor more than sixty (60) days in advance of the meeting to all Voting Members eligible to vote as of the date of the notice. At the first meeting called, Voting Members present in person or by proxy entitled to cast sixty (60%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If

a meeting is untimely, written notice with two thirds (2/3) approval through mailed, signed ballots is required.

Section 10. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments shall be fixed at the same amount for each Member regardless of number, size, price, or value of Lots. Annual assessments and special assessments, if any, may be collected on a semi-annual or annual basis as set by the Board.

Section 11. EFFECT OF NONPAYMENT OF ASSESSMENTS REMEDIES OF THE ASSOCIATION: Any assessment not paid within sixty (60) days after the due date shall be delinquent and shall bear interest from the due date at the rate of ten (10%) percent annum. The Association may, if any assessment remains delinquent for ninety (90) days, foreclose the lien against the property in the same manner as is provided in the laws of Colorado for the foreclosure of mortgages on real property. No Member shall be exempt from liability for the assessments provided for herein because of a Member's non-use of the Common Areas.

Section 12. MORTGAGE PROTECTION: Notwithstanding any other provisions of this Declaration, no lien under this Article V or under any other article of this Declaration, nor any lien arising by reason of any breach of this Declaration, nor the enforcement of any provision of this Declaration or of any supplemental declaration shall defeat or render invalid the rights of the beneficiary under any recorded mortgage or deed of trust of first, and senior priority now or hereafter upon a Lot made faith and for value. However, after the foreclosure of any such mortgage or deed of trust or after any conveyance in lieu of foreclosure, such Lot shall remain subject to this Declaration and shall be liable for all regular annual assessments and all special assessments levied subsequent to completion of such foreclosure or delivery of such conveyance in lieu of foreclosure, and to all installments of all regular annual and special assessments levied prior to completion of such foreclosure or delivery of such conveyance, but falling due after such completion or such delivery. Sale or transfer of any Lot will not affect or extinguish the assessment lien; however, the repossession of any Lot pursuant to the delinquency or default under an installment sales agreement with the Association shall extinguish the lien of such assessments as to payments, penalties or interest which became due prior to such repossession shall relieve such Lot from liability for any assessments thereafter becoming due on the next assessment date or the lien thereof.

No amendment of this Section 12 shall affect the rights of any mortgagee or beneficiary of any deed of trust or mortgage whose mortgage or deed of trust has the first and senior priority as above provided and who does not join in the execution of any such amendment, provided that his mortgage or deed of trust is recorded in the real property records of Saguache County, Colorado, prior to the recordation of such amendment, provided, however, that after foreclosure or conveyance in lieu of foreclosure, the property which was subject to such mortgage or deed of trust shall be subject to such amendment.

Section 13. SUBORDINATION: By subordination agreements executed by the Association, the benefits of preceding Section 12 may, in the sole and absolute discretion of the Board, be extended to beneficiaries not otherwise entitled thereto.

II. If this Amendment conflicts in any way with the aforementioned, previously recorded Declarations for Silver Creek Lakes Recreation Association, this Amendment shall control.

III. Except as stated herein, all remaining covenants of the Declarations for Silver Creek Lakes Recreation Association continue in full force and effect.

IN WITNESS WHEREOF, Declarant has duly executed this Amendment to the Declaration of Silver Creek Lakes Recreation Association this 30th day of October, 2018.

SILVER CREEK LAKES RECREATION ASSOCIATION

BY


MARK A KENNEDY – PRESIDENT

STATE OF COLORADO)

) ss.

COUNTY OF PUEBLO)

The foregoing instrument, consisting of 5 pages of Covenants, etc. and 3 pages of Exhibits, was acknowledged before me this 30th day of October, 2018, by Mark A. Kennedy, President of SILVER CREEK LAKES RECREATION ASSOCIATION.

Witness my hand and official seal.

My Commission expires: 07/12/2022


Notary Public

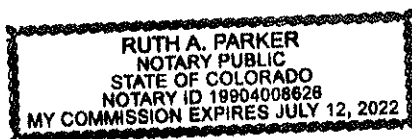


EXHIBIT "A"

A parcel of land established and duly consummated in conformity to law, for the H.E. Survey No. 55, embracing a portion of Sections 24, 25 and 26, in Township 48 North of Range 7 East of the New Mexico Principal Meridian, more particularly bounded and described as follows:

Beginning at corner No. 1 from which U.S. Location Monument H.E.S No.55 bears North 29°36' East 5 and 74/100 chains distant;
Thence South 24°46' East 9 and 4/10 chains to corner No. 2;
Thence South 60°19' West 46 and 7/100 chains to corner No. 3;
Thence South 81° West 11 and 58/100 chains to corner No. 4;
Thence South 66°30' West 23 and 2/100 chains to corner C-1;
Thence North 14°30' West 5 and 42/100 chains to corner C-2;
Thence North 55°46' East 4 and 38/100 chains to corner No. 7;
Thence North 72°15' East 29 and 28/100 chains to corner No. 8;
Thence North 56°12' East 46 and 22/100 chains to corner No. 1;
Expressly including Lot 49 of said Subdivision located within the above-described parcel of land, including the Recreation Center on that respective lot.
The place of beginning.

County of Saguache, State of Colorado.

EXHIBIT "B"

EASEMENT

SILVER CREEK LAKES RECREATION ASSOCIATION, A Colorado Non-Profit corporation ("Association"), authorizes a perpetual non-exclusive easement, over, across and upon the lands described in Schedule A attached hereto and made a part of hereof (hereinafter referred to as "said lands"), for the uses and purposes and subject to the terms, conditions, restrictions and reservations hereinafter set forth and set forth in the Declaration of Covenants, Conditions and Restrictions for Silver Creek, Saguache County, Colorado (hereinafter referred to as the "Declaration"), as the same may be amended from time to time, which Declaration is recorded in Saguache County, Colorado.

1. The Easement hereby granted is for the use and benefit of all Owners (and Dependents) of Lots in Silver Creek Lakes.

2. Said lands shall be used only for recreational and related activities and uses including but not by way of limitation, hiking, fishing, swimming, canoeing, non-power boating, skiing, picnicking and bicycling.

3. All uses and activities on said land for the foregoing purposes shall be subject to the following conditions, restrictions and reservations:

(a) Neither the Association nor any person entitled to the use of said lands shall do any acts or things, which would interfere with or disturb the Association's use of such lands.

(b) No hunting of any kind shall be permitted on said lands.

(c) The wildlife on said lands shall not be molested or disturbed and the Association shall cooperate in maintaining said lands as a habitat for wildlife.

(d) No firearms shall be carried and no explosives, including fireworks, shall be discharged on said lands except in such areas as the Association may designate from time to time for such purposes.

SCHEDULE A OF EXHIBIT "B"

All that property described in Exhibit "A" hereto; excluding all Lots and Tracts as shown on the amended plat of Silver Creek Lakes Subdivision files of record in Saguache County, Colorado under Reception Number 173122 on October 8, 1960.