

Conejos County Clerk and Recorder:  
Index in:

- Grantor's index under "Bear Creek Land Owners Association, Inc." and Bear Creek Subdivision
- Grantee's index under "Bear Creek Land Owners Association, Inc." and the names of each person executing the Amendment

**AMENDMENT TO THE DECLARATION OF  
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR BEAR CREEK  
A CONEJOS COUNTY SUBDIVISION**

THIS AMENDMENT to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bear Creek, A Conejos County Subdivision, is made on this 28<sup>th</sup> day of July, 2020

**RECITALS**

- A. The Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bear Creek, A Conejos County Subdivision, was recorded July 12, 1991, at Reception No. 201016, with the Conejos County Clerk and Recorder ("Declaration").
- B. The Declaration has been amended by the following amendments:

<u>Date</u>	<u>Reception No.</u>
October 23, 1992	203648
February 24, 1994	94000371
March 1, 1995	95000375
October 5, 1995	95002330

- C. Article X, Section 3 of the Declaration, as amended, provides that the Declaration may be amended by a majority vote of the Owners of the Lots.
- D. Owners holding at least a majority of the total Association vote have approved this Amendment in writing, and such Members have determined this amendment to be reasonable and not burdensome.

NOW, THEREFORE, the Declaration is hereby amended as follows:

- I. **Amendment.** Article IX is amended by deleting Sections 2(d) and (f) in their entirety and substituting therefor the following:

Section 2 (d) Composition and Appointment of the Architectural Committee. The Architectural Committee will be composed three members. The Board of Directors will appoint the members of the Architectural Committee. Board members cannot serve on both the Board of Directors and the Architectural Committee at the same time. At the first Board meeting after the first annual meeting after this amendment becomes effective, the Board of Directors will appoint one member for a one-year term, one member for a two-year term, and a third member for a three-year term. Thereafter, all successor members of the Architectural Committee will serve three-year terms. The Board of Directors may remove committee members, with or without cause, and may fill vacancies for the unexpired portion of the member's term.

Section 2 (f) Right to Appeal. The Architectural Committee's decision may be appealed to the Board of Directors by the applicant by written appeal submitted to the Board within 20 days of the date that the Architectural Committee's decision or notice is mailed to the Owner. The Board of Directors will review the decision of the Architectural Committee and all materials submitted to the Architectural Committee pursuant to the criteria set forth in this Declaration and/or the

Architectural Standards. The Architectural Committee's decision may be overruled and reversed by a majority of the directors by a written decision setting forth the reasons for the reversal when the Board concludes that the Architectural Committee's decision was not consistent with the criteria set forth in this Declaration and/or the Architectural Standards. If the appeal concerns work done without approval from the Architectural Committee or not done in accordance with approved plans and the Board denies the Owner's appeal, the Owner will have 45 days from the date of notice of the Board's decision to correct the noncompliance. If the Board does not issue its decision on any appeal within 60 days of the submission date, then appeal is deemed denied.

II. **Amendment.** Article IX is amended by adding thereto a new Section 8 which reads as follows:

Section 8. Combination of Lots. If an Owner acquires an adjoining Lot or Lots with a common border, the Owner may combine the Lots, subject to prior written approval of the Association and the prior written approval of the Mortgage Holders involved. Lots on opposite sides of a road in Bear Creek are not adjoining Lots for purposes of this section. Combination of Lots will require an amendment to the subdivision plat and compliance with any additional requirements of Conejos County. Upon combination of Lots, the assessment for each additional Lot will be 65% of the assessment of a single Lot (e.g., if two Lots are combined, the assessment is 100% of the assessment for the first Lot and 65% for the second Lot; and if three lots are combined, the assessment is 100% for the first Lot and 65% for the second lot and 65% for the third Lot). Once Lots are combined in compliance with this section, they may not subsequently be subdivided. This section does not apply to Lots that were consolidated prior to recording of this amendment. Those Lots identified are as follows: Phase I, Lot 18, Lot 30, Lot 32, and Lot 33; Phase II-B, Lot 131; Phase II-C, Lot 149; and Phase II-E, Lot 9.

III. **No Other Amendments.** Except as amended by the terms of this Amendment, the Amended and Restated Declaration will remain in full force and effect.

IV. **Effective Date.** This Amendment will be effective upon recording.

IN WITNESS WHEREOF, the undersigned, being the president and secretary of the Bear Creek Land Owners Association, Inc., hereby certify that the Association has obtained the written approval of this Amendment by Owners holding at least a majority of the total Association vote.

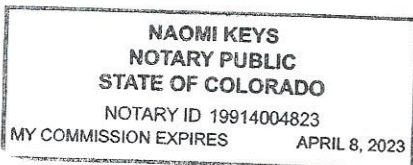
BEAR CREEK LAND OWNERS ASSOCIATION, INC.,  
a Colorado nonprofit corporation

By: *Gary Burke*  
President

Attest: *Don Maxwell*  
Secretary

STATE OF COLORADO )  
 ) ss.  
COUNTY OF *Conejos* )

The foregoing Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bear Creek was acknowledged before me by *Gary Burke*, as President of the Bear Creek Land Owners Association, Inc., a Colorado nonprofit corporation, on this *28th* day of *July*, 20*20*



*Naomi Keys*  
Notary Public  
My Commission expires: *April 8, 2023*