

Conejos County Clerk and Recorder.  
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**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 26<sup>th</sup> day of July, 2021.

**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
July 29, 2020	20001020

- 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 VI is amended by deleting Section 3 in its entirety and substituting the following therefor to conform to the Colorado Common Interest Ownership Act budget requirements:

**Section 3. Budget and Assessment.** Prior to the beginning of each fiscal year, the Association will prepare a budget covering the estimated costs of operating the Community during the coming year, including an annual reserve contribution for replacement of improvements that are the Association's responsibility, and establish the annual assessment for the coming year. The Association will deliver a summary of the budget to each Owner within 90 days after adopting the budget and set a date for an Association meeting to consider the budget, which meeting will occur within a reasonable time after delivery of the budget summary. The budget and the assessment will become effective unless disapproved at a duly called Association meeting by a majority of the total Association vote; provided, however, if a quorum is not obtained at the meeting called to ratify the budget, the budget will become effective even though a vote to disapprove the budget could not be called at this meeting. If the membership disapproves the proposed budget or the Association fails for any reason to determine the budget for the

succeeding year, then until a new budget is determined, the budget in effect for the current year will continue.

The Association may propose a new budget at any time during the year. The approval procedure set forth in this section for budgets will also apply to a new budget proposed by the Association.

II. **Amendment**. Article VI, Section 5 is amended by deleting the words Section "3 and" from the title and the words "3 or" from the first sentence of that Section.

III. **Amendment**. Article VI is amended by adding thereto a new Section 9 that reads as follows:

**Section 9. Borrowing.** The Association has the power to borrow money and assign future income, including the right to assign its right to receive common expense assessments; provided, however, the borrowing shall be ratified in accordance with the same procedure used for the budget as set forth in Section 3 above.

IV. **Amendment**. Article X is amended by adding the following thereto:

The Articles of Incorporation and the Bylaws may be amended in accordance with the provisions of the Colorado Revised Nonprofit Act.

V. **Amendment**. Article X is amended by adding thereto new Sections 7 and 8 that read as follows:

**Section 7. Security.** The Association may, but will not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the community; however, each Owner, for himself or herself and his or her family members, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and the Association will not have a duty to provide security in the community. Furthermore, the Association does not guarantee that non-residents will not gain access to the community and commit criminal acts in the community nor does the Association guarantee that criminal acts in the community will not be committed by other Owners or residents. It will be each Owner's and resident's responsibility to protect his or her person and property, and all responsibility to provide such security will lie solely with each Owner. The Association will not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

**Section 8. Conflicts.** In the event of a conflict between this Declaration and the Articles of Incorporation or Bylaws, this Declaration will control. In the event of a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

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

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

[Signatures on following page]

