

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

This Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Canyon Creek Estates (“Amendment”) is prepared, executed and certified this 20th day of December, 2022 by the CANYON CREEK ESTATES HOMEOWNERS ASSOCIATION, a non-profit corporation (the “Association”).

RECITALS

A. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Canyon Creek Estates was recorded on September 30, 1986 in Book 696, Page 186, at Reception No. 374955 in the office of the Garfield County, Colorado Clerk and Recorder, and has been subsequently supplemented of record (the “Declaration”).

B. Section 10.6 of the Declaration provides that the Declaration may be amended by an instrument approved in writing by not less than fifty-one percent (51%) of the owners of lots within the subdivision which owners are also members of the Association.

C. The Association hereby certifies that after a vote of the members, by way of a Ballot sent out on September 27, 2022, more than fifty-one percent (51%) of the owners of lots within the subdivision who are also members of the Association voted to affirmatively approve the within Amendment to the Declaration.

D. Based on the foregoing, the Association hereby executes this Amendment and directs that the same be recorded in the real estate records of Garfield County, Colorado.

E. In all other respects, all of the terms and conditions of the Declaration shall remain in full force and effect.

NOW THEREFORE, by virtue of the affirmative vote of more than fifty-one percent (51%) of the members of the Association, the Declaration is amended as follows:

1. Section 7.3.7 is revised to read in its entirety, as follows:

7.3.7 Mechanical Equipment. No heating, air conditioning, electrical or other equipment shall be installed on the roof of any Residence, building or structure or hung on exterior walls unless the same is approved in writing by the Committee prior to installation. Solar energy collectors or panels, if used, may be installed on the roof of any Residence, building or structure or in any exposed location, if harmoniously done and if approved by the Committee.

2. Section 7.3.8 is revised to read in its entirety, as follows:

7.3.8 Fencing. Any and all fencing materials utilized within the Property shall be restricted to wood or wood composite or such other materials as may be approved by the

Committee, and all fence designs and specifications for fences to be located within the Property shall be approved by the Committee prior to installation. Architectural screen fences are allowed provided they are located within building envelopes designated for each Lot by the Declarant or the Committee and have been approved in advance by the Committee. Open post and rail fences, limited to four feet above ground level are allowed provided they are located so as not to unduly disrupt natural brush and tree vegetation or cause erosion, and have been approved in advance by the Committee.

3. Section 7.3.10 is revised to read in its entirety, as follows:

7.3.10 Roofing. Any and all roofing materials utilized for Improvements within the Property shall be restricted to asphalt composition (as allowed by the Committee) or such other noncombustible materials as may be approved by the Committee. Shake wood shingles are not permitted. All roofs shall have a minimum 5-12 pitch, unless otherwise approved by the Committee.

4. Section 7.3.12 is revised to read in its entirety, as follows:

7.3.12 Antennae. No antenna, satellite dish, or similar device of any type shall be erected, installed or maintained at any Lot or upon any Improvement within the Property without the prior approval of the Committee except that satellite dishes that are less than one meter (39") are permissible without Committee approval, so long as said dishes do not cause any legitimate safety issues.

5. Section 7.3.15 is revised to read in its entirety, as follows:

7.3.15 Signs Restricted. No signs of any kind shall be displayed to the public view on any Lot provided, however, that the Owner of each Lot may display one (1) sign of not more than five (5) square feet advertising such Lot and/or Residence for sale or rent.

6. Section 7.3.17 is revised to read in its entirety, as follows:

7.3.17 Vehicles. No vehicles or trailers shall be permitted to be parked on streets within the Property, streets adjoining Lots, or access easement areas to a Lot. Recreational vehicles, boats, motorcycles, campers (on or off supporting vehicles), vans, hauling trucks, commercial type vehicles in excess of 12,000 pounds GVWR (Gross Vehicle Weight Rating), trailers and motorhomes may be parked in the driveway of any Residence for purposes of loading and unloading for a period not to exceed 48 hours. Otherwise, such vehicles shall be parked or stored on the side or in the rear yards of any Lot; provided, however, the same are completely surrounded by a sight barrier approved by the Committee. No motor vehicles, campers, trailers, boats or recreational vehicles shall be rebuilt or repaired, except in the sight barrier area, garage or in the driveway of each Lot (provided, however, that repairs in a driveway must be completed within forty-eight (48) hours), and provided, further, that under no circumstances shall any such repairs be performed if the same result in the creation of an unsightly or unsafe condition. Unlicensed vehicles shall not be stored or maintained upon any Lot within the Property unless completely screened or surrounded by a sight barrier approved by the Committee.

7. A new Section 7.3.22 is added to the Declaration, which shall read in entirety, as follows:

7.3.22 Short-term Rentals. Short-term Rentals shall be defined as any rental of less than thirty (30) days of all or part of a Lot. Short-term Rentals of all or part of a Lot shall be conditionally permitted in Canyon Creek Estates with the understanding that the primary concern is the enjoyment and wellbeing of the residents of Canyon Creek Estates. The Board of Directors of the Association shall be responsible for creating written rules and regulations related to permitting, documentation of occupancy, allowable number of guests and/or vehicles and other such matters pertinent to the operation of a Short-term Rental, and the Board of Directors of the Association shall have the ability to enforce said Rules and Regulations as written. To qualify as a Short-term Rental, the Residence must be the Owner's primary residence as defined in the Rules and Regulations referenced herein and occupied by the Owner for a minimum of 270 days per calendar year. No investor-owned Short-term rentals are allowed. The Owner shall remain solely responsible for all activities associated with the Short-term Rental, including any violation of the Covenants or Rules and Regulations of the Association. The Lot shall be registered with the Association as a Short-term Rental and shall include the Owner contact information and a local emergency contact in the Owner's absence. Such emergency contact shall be able to respond to the property within thirty (30) minutes with allowances for weather and traffic conditions. The Board of Directors of the Association shall make the Lot address, Owner contact information and emergency contact available to all Lot owners.

7 The Foregoing Amendment shall take effect upon the recording of this document in the real estate records of Garfield County, Colorado, and from such recording, all property subject to said Declaration, shall be held, transferred, sold, leased, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in the Declaration, as amended hereby.

[signature page to follow]

