

**FIRST AMENDMENT OF PROTECTIVE COVENANTS FOR THE SUBDIVISION KNOWN AND
PLATTED AS CRYSTAL RIVER COUNTRY ESTATES, BLOCK NO. 2**

This First Amendment of Protective Covenants for the Subdivision Known and Platted as Crystal River Country Estates, Block No. 2 is made this 18th day of February, 2016 for the purposes set forth herein.

RECITALS

- A. The Protective Covenants for the Sub-Division Known and Platted as Crystal River Country Estates, were executed and recorded in the real property records of Pitkin County, Colorado, at Reception No. 132761, Book 236, Page 940 ("Block 2 Covenants").
- B. Section 15 of the Block 2 Covenants provides that the Block 2 Covenants may be amended by a majority of owners.
- C. A meeting of the Crystal River Country Estates owners was held on February 18, 2016 for the purpose of amending the Crystal River Country Estates covenants.
- D. The owners, by a majority vote, elected to amend the Block 2 Covenants as set forth herein.

WHEREFORE, the Crystal River Country Estates Property Owners Association ("Association") has executed and caused to be recorded this First Amendment to the Covenants for the Subdivision Common Interest Ownership Act.

- I. **First Amendment Controls.** The provisions of this First Amendment shall supersede and take precedence over any provision, or provisions, of the Block 2 Covenants, which are in conflict with this First Amendment.
- II. **Recitals Correct.** The undersigned hereby certify and affirm that the statements of fact set forth above as Recitals in this First Amendment are true and correct.
- III. **Amendment:** The Block 2 Covenants are hereby amended as follows:

16. Crystal River Country Estates Property Owners' Association.

- A. Crystal River Country Estates Property Owners Association ("Association") has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of Crystal River Country Estates subdivision. The Association shall serve as the governing body for the

protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the common areas/common elements, the levying and collection of Assessments and other expenses and such other matters as may be provided in the Association's Bylaws, the Covenants and the Articles of Incorporation. The Association shall have all of the powers, authority and duties as may be necessary and appropriate for the management of the business and affairs of the Crystal River Country Estates subdivision, including without limitation all of the powers, authority and duties provided for in the Colorado Common Interest Ownership Act and the Colorado Revised Nonprofit Corporation Act.

- B. There shall be one Membership in the Association for each lot in the Crystal River Country Estates subdivision as described in the plat entitled "Map of Crystal River Country Estates, Block 1," Reception No. 123734, Book 3, Page 79, March 16, 1966; plat entitled "Map of Crystal River Country Estates, Block 2," Book 3, Page 312; Protective Covenants for the Sub-Division Known and Platted as Crystal River Country Estates, Reception No. 124778, Book 221, Page 362, and Protective Covenants for the Sub-Division Known and Platted as Crystal River Country Estates, Block No. 2, Reception No. 132761, Book 236, Page 940, all as recorded in the records of Pitkin County, Colorado, and any amendments thereto.
- C. The person or persons who constitute the owner of a lot shall automatically be the holder of the Membership appurtenant to the lot, and shall collectively be the Member of the Association with respect to that lot ("Member or "Owner"). Membership appurtenant to the lot shall automatically pass with fee simple title to the lot. Membership in the Association shall not be assignable separate and apart from fee simple title to a lot, and may not otherwise be separated from ownership of a lot.
- D. Each Member shall be entitled to one vote in Association matters. Each Owner is subject to all the rights and duties assigned to Owners hereunder.
- E. The Association shall have the authority to:
 - i. Adopt and amend bylaws and rules and regulations;
 - ii. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from the owners;
 - iii. Hire and terminate managing agents and other employees, agents, and independent contractors;
 - iv. Institute, defend, or intervene in litigation or administrative proceedings

- in its own name on behalf of itself or two or more unit owners on matters affecting the common interest community;
- v. Make contracts and incur liabilities;
 - vi. Regulate the use, maintenance, repair, replacement, and modification of common elements;
 - vii. Cause additional improvements to be made as a part of the common elements;
 - viii. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property;
 - ix. Grant easements, leases, licenses, and concessions through or over the common elements;
 - x. Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements;
 - xi. Impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, and rules and regulations of the association.
 - xii. Impose reasonable charges for the preparation and recordation of amendments to the declaration or statements of unpaid assessments;
 - xiii. Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
 - xiv. Exercise any other powers conferred by the declaration or bylaws;
 - xv. Exercise all other powers that may be exercised in this state by legal entities of the same type as the association; and
 - xvi. Exercise any other powers necessary and proper for the governance and operation of the association.
17. Amendments to Protective Covenants for the Subdivision Known and Platted as Crystal River Country Estates, Block No. 2, may be prepared, executed, recorded and certified by the President of the Association. Such certification

shall, in the case of an amendment requiring the approval of Owners, certify that the Association has received the requisite approvals.

18. Nothing herein shall subject the properties within the Crystal River Country Estates subdivision or the Association to any non-mandatory provision of the Colorado Common Interest Ownership Act, Colorado Revised Statute Section 38.33.1-101, *et seq.*

Except as amended hereby, the Block 2 Covenants shall be and remain in full force and effect without modification.

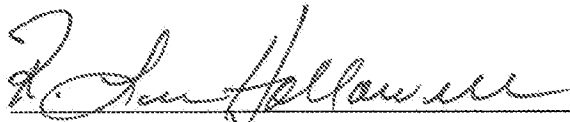
IN WITNESS WHEREOF, the Association has executed this First Amendment of Protective Covenants for the Subdivision Known and Platted as Crystal River Country Estates, Block No. 2 this 18th day of February, 2016.

I, the undersigned do hereby certify:

That I am the duly elected and acting President of CRYSTAL RIVER PROPERTY OWNERS ASSOCIATION, INC., a Colorado non-profit corporation, and,

That the foregoing First Amendment of Protective Covenants for the Subdivision Known and Platted as Crystal River Country Estates, Block No. 2 was duly adopted at a meeting of the Members by a vote in excess of 51% of the required Votes, held on the 18th day of February, 2016.

In Witness Whereof, I have subscribed my name and affixed the seal of said Association this 24 day of February, 2016.



Lee Hollowell, President

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF GARFIELD)

The foregoing FIRST AMENDMENT TO PROTECTIVE COVENANTS FOR THE SUBDIVISION KNOWN AND PLATTED AS CRYSTAL RIVER COUNTRY ESTATES, BLOCK NO. 2 was sworn to and acknowledged before me this 24 day of February, 2016, by Lee Hollowell, as President of the Crystal River Property Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.


Notary Public

My Commission expires:

