

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SPRINGS CANYON TOWNHOMES**

**(2024 Maintenance Amendment)**

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Springs Canyon Townhomes ("Amendment") is dated as of the date on which it is recorded.

**RECITALS**

- A. The Declaration of Covenants, Conditions and Restrictions Springs Canyon Townhomes (the "Declaration") was recorded on August 8, 2005, at Reception No. 205121816 of the real property records of El Paso County, Colorado.
- B. Section 9.10 of the Declaration provides that it may be amended or repealed at any time and from time to time upon approval of at least sixty-seven percent (67%) of the votes in the Springs Canyon Homeowners' Association, Inc., a Colorado nonprofit corporation (the "Association").
- C. The required percentage of Owners have voted in favor of this Amendment, and it has been duly certified by an officer of the Association, as shown by the attached Certificate.
- D. This Amendment entirely replaces Section 4.2(a) of the Declaration, which Article sets forth the maintenance obligations for the Association.
- E. This Amendment adds additional language to Section 4.4 of the Declaration, which Article sets forth the maintenance obligations for the Owners.

NOW, THEREFORE, this Amendment, having been approved by the necessary percentage of Owners and certified by an officer of the Association, hereby amends the Declaration as follows:

- 1. The Recitals above are incorporated herein as part of the text of this Amendment.
- 2. Notwithstanding any other provision of the Declaration, the Association's Articles of Incorporation, and/or the Association's Bylaws, Article 4, Section 4.2, Subsection (a) of the Declaration is hereby deleted and replaced with the following new Article 4, Section 4.2, Subsection (a):

***Section 4.2 Association Responsibility.*** *The Association shall provide exterior maintenance upon each Unit and Lot as follows:*

- (a) Paint, maintain and care for exterior building surfaces, including stucco and brick surfaces; maintain roofs, gutters, and downspouts, (excluding those exterior components which are designated as the Owner's responsibility below, including, but*

*not limited to, glass surfaces, doors, screens, windows, window screens, and skylights). The Association shall maintain, repair, and replace all porches and pillars at the front of the porch. An Owner shall not paint or change the appearance of the exterior of their Unit. The Association shall paint or re-stain the exterior of all Units as often as reasonably necessary to keep such exteriors in good condition. The Association may impose special assessments to cover the costs of any of its maintenance, repair, or replacement obligations. The Association has no obligation to paint, stain, maintain, repair or replace any decks on an Owner's Lot or that are a part of any Unit, which shall be the sole responsibility of the Owner. The Association shall have no obligation to repair or replace any of the items found in this Subsection (a) unless the Association receives insurance proceeds for the repair and/or replacement of some or all of those item(s).*

3. Notwithstanding any other provision of the Declaration, the Association's Articles of Incorporation, and/or the Association's Bylaws, the following is hereby added to Section 4.4 of the Declaration:

***Section 4.4 Owner Maintenance.*** *Owners are responsible for all maintenance, repair, and replacement of patios, garage doors, trim around garage doors, party walls on patios and decks, decks, deck pillars, deck fences and railings, window wells, and window well covers. Owner shall be solely responsible for any and all repairs or replacements for items which is the Owner's responsibility to insure.*

**4. Except as amended hereby or amended previously, all of the definitions, covenants, terms, provisions, restrictions, easements and obligations contained in the Declaration are hereby ratified, confirmed and continue in full force and effect as originally set forth therein and shall fully apply hereto; provided, however, in the event of a conflict between the provisions of the Declaration and this Amendment, the provisions of this Amendment shall control. The definitions of the Declaration shall apply to this Amendment. The terms "including" or "include" shall mean "including without limitation" and "include without limitation".**

**IN WITNESS WHEREOF,** the President and Secretary have executed and have caused this Amendment to be recorded, and hereby certify that the requisite approvals have been obtained to it.

SPRINGS CANYON HOMEOWNERS' ASSOCIATION,  
INC.  
a Colorado nonprofit corporation

By: Karen Hassell  
Title: President

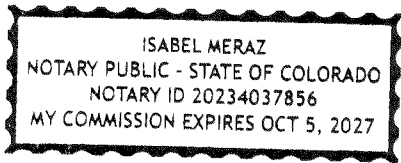
ATTEST:

Kurt A. Brown  
Secretary

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 12th day of February, 2024, by Karen Garrell as President of Springs Canyon Homeowners' Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

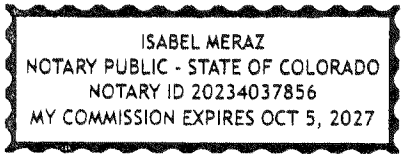


Isabel Meraz  
Notary Public  
My commission expires: Oct 5, 2027

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 12th day of February, 2024, by Kurt A. Brown as Secretary of Springs Canyon Homeowners' Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.



Isabel Meraz  
Notary Public  
My commission expires: Oct 5, 2027