



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

THIS FIRST AMENDMENT ("Amendment"), is made and executed this 28<sup>th</sup> day of September, 2006, by Combest Construction Inc., a Colorado corporation, as "Declarant" under the Declaration of Covenants, Conditions and Restrictions of Springs Canyon Townhomes recorded on August 8, 2005, under reception number 205121816 ("Declaration"), and as holder of 100% of the votes in Springs Canyon Homeowners' Association, Inc., a Colorado non-profit corporation ("Association").

WHEREAS, Section 9.10 of the Declaration provides that "any provision, covenant, condition, restriction or equitable servitude contained in the Declaration may be amended or repealed at any time and from time to time upon approval of at least sixty-seven percent of the votes in the Association."

WHEREAS, no Units have been sold and Declarant is the current owner of 100% of the votes in the Association and desires to amend the Declaration as set forth in this Amendment.

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

Section 7.5 is amended to provide that no dogs weighing more than 60 pounds may be kept or maintained on any Lot.

Section 7.10 (c) is amended to change reference from "Cheyenne Autumn Community" to "Community".

Article 11 is hereby deleted and replaced with the following:

Article 11. Master Declaration.

The Owners, the Property, and the Association shall be subject to the Master Declaration. The Owners and the Association shall comply with the Master Declaration, including without limitation, any architectural and use restrictions and any assessments payable thereafter, provided, however, (a) all Common Areas within the Property will be maintained by the Association under the Declaration, and the Master Association will not be responsible for such maintenance; and (b) the annual assessment payable pursuant to the Master Declaration for each Lot paying assessments within the Property will be fifty percent (50%) of that amount established for detached-single family Lots elsewhere in the Master Association and will be paid annually by the Association.

Return to:  
MICHAEL C. COOK  
509 N. TERRY ST  
COLO SPRINGS, CO 80903


IN WITNESS WHEREOF, the undersigned, being the President of Declarant hereby certifies that this Amendment has been approved by 100% of the votes of the Association.

COMBEST CONSTRUCTION, INC.  
a Colorado corporation

By:   
Rod Combest, President

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

The foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Springs Canyon Townhomes was acknowledged before me by Rod Combest, as President of Combest Construction, Inc., a Colorado corporation on this 28<sup>th</sup> day of ~~August~~ September, 2006.

  
Notary Public  
My commission expires: 2-09-08

