

**SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COBBLE
CREEK GOLF COMMUNITY**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COBBLE CREEK GOLF COMMUNITY (this “**Second Amended and Restated Declaration**”) is made and approved by the Members of COBBLE CREEK HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation (“the “Association”), as of June 10, 2026.

RECITALS

WHEREAS, on March 31, 1999, Cobble Creek Golf Community, LLC, a Colorado limited liability company (“Cobble Creek Golf”), as the owner of certain real Property located in the County of Montrose, State of Colorado, recorded the Declaration of Covenants, Conditions and Restrictions by Cobble Creek Golf Community, LLC (the “Original Declaration of Covenants, Conditions and Restrictions”) in the real property records of the Montrose County Clerk and Recorder at Reception No. 650317, creating the Cobble Creek Golf Community, a Colorado common interest community (the “Community”); and

WHEREAS, Cobble Creek Golf, as the Declarant under the Original Declaration of Covenants, Conditions and Restrictions, created a planned, common interest community, the name of which is the Cobble Creek Golf Community, pursuant to the CCIOA, as defined below, affecting the title to real property located in Montrose, Colorado, more particularly described and defined on **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

WHEREAS, on March 26, 2010, Cobble Creek Golf, as the Declarant, entered into a Partial Assignment of Declarant Rights with Weststar Development, LLC, a Colorado limited liability company (“Weststar”), recorded with the Montrose County Clerk and Recorder at Reception No. 812406 (the “Assignment”). The Assignment transferred certain Declarant rights reserved by Cobble Creek Golf under the Original Declaration of Covenants, Conditions and Restrictions to Weststar, and Weststar became the Successor Declarant for the Community under the Original Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, all of the Declarant rights reserved to Cobble Creek Golf under the Original Declaration of Covenants, Conditions and Restrictions and subsequently assigned to Weststar Development have terminated pursuant to the original terms of the reservation; and

WHEREAS, on May 9, 2014, the Association transferred from a Declarant-elected Executive Board to a Member-elected Executive Board; and

WHEREAS, the Association recorded an Amended and Restated Declaration on May 28, 2015 (the “2015 Declaration”), with the Office of the Montrose County Clerk and Recorder at Reception No. 865507; and

WHEREAS, Exhibits A & B were inadvertently left out of the 2015 Declaration and were subsequently recorded and incorporated as a part of the 2015 Declaration on October 2, 2017, at Reception No. 890310; and

WHEREAS, to reflect changes in the Community and to the CCIOA, the Members of the Association have approved this Second Amended and Restated Declaration;

NOW, THEREFORE, in consideration of the covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and its Members hereby agree as follows:

ARTICLE 1 DECLARATION AND SUBMISSION

This Second Amended and Restated Declaration amends, restates, and supersedes in its entirety the 2015 Declaration and all prior versions of the Declaration for the Community. The Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which shall run with the land and be binding on all parties and heirs, and successors and assigns of parties having any right, title or interest in all or any part of the Property and are for the purposes of establishing a general plan and protecting and maintaining the value and desirability of the Community as a high-quality residential Development. Further, the Property is subject to the provisions of the CCIOA.

ARTICLE 2 DEFINITIONS

The following words, when used in this Declaration or any Supplemental Declaration thereto, the Articles of Incorporation or any Amendments thereto and the Bylaws or any Amendments thereto, shall have the following meanings:

Section 2.1. “Agency” means any agency or corporation that purchases or insures residential mortgages.

Section 2.2. “Allocated Interest” as used in this Declaration means that the single or collective owners of each Unit are assigned one (1) vote in the Association and liability equaling 0.24039% of the total Common Expenses of the Association.

Section 2.3. “Amenities” means the 18-hole golf course, a driving range, putting area, clubhouse, fitness center, pro shop, tennis/pickleball courts and other amenities owned or controlled by the Club, as defined below.

Section 2.4. “Annual Assessment” means the Assessment levied pursuant to an annual budget.

Section 2.5. “Articles” means the Articles of Incorporation for Cobble Creek Homeowners Association, Inc., a Colorado non-profit corporation, currently on file with the Colorado Secretary of State, and any amendments that may be made to those Articles from time to time.

Section 2.6. “Assessments” means the Annual, Special and Default Assessments levied pursuant to Article 9 herein. Assessments are a Common Expense Liability as defined under the CCIOA.

Section 2.7. "Association" means Cobble Creek Homeowners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns, subject to the Colorado Revised Nonprofit Corporation Act "CRNCA"), C.R.S. § 7-121-101 *et seq.* and organized in accordance with C.R.S. § 38-33.3-301 of the CCIOA.

Section 2.8. "Association Documents" means this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, the Bylaws, the Map and any procedures, rules, regulations or policies adopted under such documents by the Association.

Section 2.9. "Bylaws" means the Bylaws adopted by the Association, as amended from time to time.

Section 2.10. "CCIOA" means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time.

Section 2.11. "City" means the City of Montrose, Colorado.

Section 2.12. "Clerk and Recorder" means the office of the Clerk and Recorder in the County of Montrose, Colorado.

Section 2.13. "Club" means The Club at Cobble Creek, Inc., a Colorado nonprofit corporation.

Section 2.14. "Club Member" means each of the members of the Club who are required to pay dues to help cover the costs of operating and maintaining the Amenities.

Section 2.15. "Common Elements" means all real and personal property now or hereafter owned or leased by the Association for the common use and enjoyment of the Owners. Subject to the rights of the Association to regulate and convey or encumber the common elements as set forth in this Second Amendment, C.R.S. §§ 38-33.3-302(1)(f), 38-33.3-302.5, and 38-33.3-312 and other applicable law, the Unit Owners have an easement in the common elements for the purpose of access to their units.

Section 2.16. "Common Expenses" means (i) all expenses expressly declared to be Common Expenses by this Declaration or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Elements; (iii) insurance premiums for the insurance carried under Article 8; and (iv) all expenses lawfully determined to be Common Expenses by the Executive Board.

Section 2.17. "County" means the County of Montrose, Colorado.

Section 2.18. "Declaration" means this Amended and Restated Declaration of Covenants, Conditions and Restrictions and the Map, and amendments and supplements thereto.

Section 2.19. "Design Review Committee" or "DRC" means the board that shall be appointed by the Association's Executive Board to approve building design, construction and all other improvements and landscaping, including additions, improvements and changes thereto, on the Units as herein provided.

Section 2.20. "Executive Board" is synonymous with "Board" and means the governing body of the Association.

Section 2.21. "First Mortgage" means any mortgage that is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute.

Section 2.22. "First Mortgagee" means any person, firm or entity named as a mortgagee or beneficiary in any first deed of trust, or any successor to the interest of any such person under such First Mortgage.

Section 2.23. "Golf Course" means the Golf Course as defined in the Master Easement Agreement.

Section 2.24. "Lot" is synonymous with "Unit," "Residential Lot" or "Residential Unit" and means a physical portion of the Association that is designed for separate ownership or occupancy

Section 2.25. "Manager" means a person or entity engaged by the Association to perform certain duties, powers or functions of the Association, as the Executive Board may authorize from time to time.

Section 2.26. "Mandatory Club Membership" has the meaning supplied in Section 3.6.1., below.

Section 2.27. "Map" means all final Plats of the subdivided parcels recorded on a phase-by-phase basis with the Clerk and Recorder and depicting a plan and elevation schedule of the Property subject to this Declaration and any supplements and amendments thereto.

Section 2.28. "Master Easement Agreement" means that document of the same name recorded in the real property records of Montrose County, Colorado, on December 12, 2024, at Reception No. 977232.

Section 2.29. "Member" means every person or entity that holds Membership in the Association.

Section 2.30. "Mortgage" means any mortgage, deed of trust or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

Section 2.31. "Mortgagee" means any person, firm or entity named as a mortgagee or beneficiary in any deed of trust, or any successor in interest of any such person under such Mortgage.

Section 2.32. "Owner" means the Owner of record, whether one or more persons or entities, of fee simple title to any Unit, and "Owner" also includes the purchaser under a contract or deed covering a Unit with a current right of possession and interest in the Unit.

Section 2.33. "Parcel" means each platted, numbered and recorded division of vacant land as depicted on the Map. In the appropriate context, "Parcel" may be synonymous with "Lot" or "Unit."

Section 2.34. "Policies" shall refer to policies and procedures adopted by the Executive Board, as such HOA Policies may be amended from time to time.

Section 2.35. "Project" means the common interest Community created by this Declaration and as shown on the Map, consisting of the Property and the Common Elements. The Project may also be referred to as the "Development," the "Subdivision" or the "Common Interest Community."

Section 2.36. "Property" means the real Property described in **Exhibit A**, attached hereto. All of the Property is located within Montrose County, Colorado.

Section 2.37. "Recorded Easements and Licenses" mean the recorded easements and licenses appurtenant to, or included in, the Community as disclosed in Exhibit B, attached hereto.

Section 2.38. "Residential Lot" means one Parcel, together with the appurtenant interest in the Common Elements. This term is synonymous with "Unit."

Each capitalized term not otherwise defined in this Declaration or in the Map shall have the same meanings specified or used in the CCIOA.

ARTICLE 3 NAME; DIVISION INTO UNITS; RESTRICTIONS ON USE

Section 3.1 Name, Character and Location. The name of the Community is the Cobble Creek Golf Community. The subdivision is a planned, common interest community pursuant to the CCIOA. The Community is located entirely within the City.

Section 3.2 Association. The name of the Association is Cobble Creek Homeowners Association, Inc. The Association is incorporated as a non-profit corporation under the laws of the State of Colorado.

Section 3.3 Number of Units. The maximum number of Units in the Project is 416.

Section 3.4 Identification of Units. The identification number of each Unit is shown on the Map as a Lot.

Section 3.5 Description of Units. Each Unit shall consist of surveyed and platted land including any improvements located thereon.

Section 3.6 Restriction on Ownership of Units.

3.6.1 On and after October 16, 2025, subject to the limitations identified in Section 3.6.2, below, buyers of a Unit within the Property must become Club Members at closing of the purchase of the Unit by signing a Club Membership Agreement (as then-

promulgated by the Club), paying the then-current transfer/administrative fee to the Club and accepting the obligations associated with Club membership, and must remain members of the Club while they are owners of a Unit within the Property. The requirements of this Section 3.6.1 are referred to herein as "Mandatory Club Membership." The Association shall establish reasonable policies and procedures as necessary to fairly administer the requirements of this Section 3.6. Each person acquiring ownership of a Unit is advised to contact the Club prior to closing on the purchase of a Unit for a copy of the Club's current Membership Agreement and the amount of the current transfer/administrative fee.

3.6.2 Exceptions To Mandatory Club Membership. Unless exempt as provided below (as defined in Subsection (b), below), all transferees of Non-Member Owners shall be fully subject to Mandatory Club Membership.

- (a) Treatment of Qualified Holder in Event of Foreclosure. In the event a "Qualified Holder," as defined in C.R.S. § 38-38-100.3(20), forecloses on a first priority deed of trust on a Unit or accepts a deed in lieu of foreclosure in connection with said deed of trust, that Qualified Holder shall be exempt from the rights and obligations established in Section 3.6.1, above. Notwithstanding the preceding sentence, any and all successors of the Qualified Holder who own the Unit shall be fully subject to Mandatory Club Membership.
- (b) Transfers of Ownership Interests Resulting from the Death of a Unit Owner. If the death of an Owner results in the legal transfer of a Unit or an ownership interest therein to the Owner's spouse or domestic partner and such spouse or domestic partner is not a Club Member (such spouse or domestic partner referred to in this First Amendment as a "Non-Member Owner"), such Non-Member Owner shall be exempt from the Mandatory Club Membership requirement. As used in this Section 3.6.2(b), "domestic partner" shall mean an individual with whom an Owner has an enduring domestic relationship of a spousal nature, provided the Owner and the domestic partner (i) have shared a residence for at least six consecutive months, (ii) are each at least 18 years of age, (iii) are not married to or considered a domestic partner of another person, (iv) are not related to the Owner by blood closer than would bar marriage under the laws of Colorado, and (v) where the Owner has notified the Association of the identity of the Owner's domestic partner and the Owner's desire that the domestic partner be permitted to retain ownership of the Unit after the death of the Owner notwithstanding the fact that the domestic partner is not a member of the Club.
- (c) Ownership of Unit by a Legal Entity. In the event that a Unit is owned by a legal entity such as a corporation, trust, partnership or other non-natural "person," all of the shareholder(s), partner(s), member(s) or other beneficial owners of such legal entity shall be deemed to have an "ownership interest" in the Unit and must satisfy the Mandatory Club Membership requirement.

Section 3.7 Restrictions on Use. Use and enjoyment of each Unit shall be subject to the following restrictions and such additional restrictions as the Executive Board may propose and are accepted by the Owners by a vote of a simple majority of all Owners:

3.7.1 Residential Use. Each Unit shall be used for residential purposes only and shall not be used at any time for business, commercial or professional purposes; provided, however, that a Unit Owner may use its Unit for professional or home occupation(s) so long as the applicable zoning permits such use, there is no external evidence thereof and no unreasonable inconvenience to other residents is created thereby.

3.7.2 Rental Restrictions. No overnight rentals or rentals of dwellings for rental periods of less than sixty (60) days shall be allowed. Any rental shall be evidenced by written lease that shall provide that the leasee shall be subject in all respects to the provisions of this Declaration, the Articles, Policies, rules and regulations and Bylaws of the Association and to the DRC. The rental of any portion of the dwelling or guesthouse on the Unit shall be prohibited. A copy of all written leases shall be provided to the Association's designated management agent and the total number of tenant occupied Units shall be limited to 10% of the total Units in the Project (416 X 10% = 42 Units).

3.7.3 Nuisances. No Unit Owner shall cause or allow the origination of excessive odors or sounds from its Unit. No Unit Owner shall cause or allow any light to be emitted from its Unit that is unreasonably bright or causes unreasonable glare towards any other Unit. No Unit Owner shall cause or allow any other nuisances of any kind whatsoever to exist on its Unit. The construction of homes on Units is necessary for the completion of the Project and is therefore not deemed to be an annoyance or nuisance so long as such construction is in compliance with rules and regulations adopted from time to time by the DRC with respect thereto.

3.7.4 Hazardous Activities. No activities shall be conducted on the Property that are or might be unsafe or hazardous to any person or Property. Without limiting the foregoing, no firearms shall be discharged upon any portion of the Property, and no open fires shall be lit or permitted on any Unit except in a contained barbecue, while attended and in use for cooking purposes, or within an interior fireplace. Allowances shall be made for patio fireplaces or patio fire pits as long as such features are approved by the DRC and conform to all City ordinances.

3.7.5 Motor Vehicles and Recreational Vehicles. No motorized vehicle that is either non-operational or non-licensed shall be kept or stored on any Unit unless said vehicle is kept or stored in a fully enclosed garage. No outside storage of buses, trucks larger than $\frac{3}{4}$ ton, recreational vehicles, boats, campers, house trailers or trailers of any kind or similar vehicles shall be allowed on any Unit. Such vehicles may be parked on Units for a maximum of seventy-two (72) hours or may be permanently stored on a Unit only if stored in a fully enclosed garage. In any event, Unit Owners must comply with City ordinances.

3.7.6 Household pets. No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, kept, bred or boarded in or on the Units; provided, however, that

the Owner of each Unit may keep up to two (2) dogs and/or up to two (2) cats or other domestic animals that are bona fide household pets, so long as such pets are not kept in such number or in such manner as to create a nuisance to any resident in the Community. All Unit Owners shall abide by and be subject to the City Code regarding animals. Any dog must remain on its home Unit, unless leashed and in the company of its owner or the owner's designee. All pet owners shall be responsible for immediately removing any and all excrement deposited by their pet on Property other than that of the owner and shall also periodically remove such excrement from their yard. Under NO circumstances shall pets be allowed on the golf course.

An Owner's right to keep household pets shall be coupled with the responsibility to manage its pet responsibly and pay for any damage caused by such pets. All Lot Owners must comply with City ordinances that concern animals inside City limits.

3.7.7 Temporary Structures. Subject to Article 3.7.2 above, no structure of a temporary character, including but not limited to a house trailer, tent, shack, storage shed or outbuilding shall be placed or erected upon any Unit; provided, however, that during the actual construction, alteration, repair or re-modeling of an approved structure or other improvements, necessary temporary structures may be erected and maintained by home builders, contractors or person(s) performing such work.

3.7.8 Trash, Materials and Appearances. Unless properly screened by a screening wall or landscaping as provided in the Design Regulations and approved by the DRC, no outside storage shall be allowed, including, but not limited to, lawn maintenance equipment, garbage containers, lumber, grass and tree clippings, bulk materials, scrap or debris of any kind, nor shall any such items be deposited on a street, unless placed in a suitable, tightly- covered container that is appropriately situated solely for the purpose of garbage pickup, nor shall any such items be dumped on a Unit or property elsewhere in the community.

Further, all Units shall at all times be kept in a clean and sightly condition by the Owner of such Unit. Units that are vacant Lots shall be kept clear of weeds and trash. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Unit except as necessary during the period of construction as provided in this Declaration. Each Unit and any residence appurtenant thereto shall be maintained in a neat and well-kept appearance. The HOA shall have the right, after reasonable notice, to hire an outside contractor to clean up overgrown yards, weeds on vacant lots, etc. and to assess the Unit owner for the cost of such action.

3.7.9 Antennae and Towers. No exterior satellite dishes, radio antennae, television antennae or audio visual reception devices of any type shall be erected, placed or maintained on any Unit or upon the structures constructed thereon, unless such satellite dishes, radio antennae, television antennae or audio visual reception devices are in accordance with size and dimensions as set forth under 47 C.F.R. § 1.4000 (2026), and approval of such structure is granted by the by the DRC.

3.7.10 Modular Housing. No modular homes, mobile homes, manufactured housing or any derivative thereof shall be allowed or constructed on any Unit. This restriction shall not apply to wall sections or panels constructed off site.

3.7.11 Parking on Driveways or Guest Parking Areas. The parking of a motor vehicle by the occupant of a Unit on a driveway or guest parking area in the Community is allowable if the vehicle is required to be available at designated periods at such occupant's residence as a condition of the occupant's employment and all of the following criteria are met:

- (a) The vehicle has a gross vehicle weight rating of ten thousand (10,000) pounds or less;
- (b) The occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency firefighting, law enforcement, ambulance or emergency medical services;
- (c) The vehicle bears an official emblem or other visible designation of the emergency service provider; and
- (d) Parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other Unit Owners or occupants to use streets, driveways and guest parking spaces within the Community.

All other vehicles owned by residents of a home on a Unit shall be parked in garages when said vehicles are not in use, subject to current Association Policies. Garage doors shall be kept closed at all times except for those occasional instances where the activities of the vehicle owner reasonably require frequent access to the garage interior from outside the garage.

3.7.12 Fencing. No fences shall be permitted without the prior written approval of the DRC. Notwithstanding the foregoing, the DRC may at any time, from time to time, promulgate, publish and/or amend guidelines, rules or regulations regarding the permitted types, locations, materials and other matters having to do with fences or other related improvements.

3.7.13 Damaged Property. Any dwelling, garage, building or other improvement damaged by fire or casualty shall be repaired, replaced or removed within six (6) months of the date of damage.

3.7.14 Signage. For Sale Signs.

- (a) The display of "For Sale" or "For Rent" signage shall be in conformance with standards set by the DRC and published in the Design Regulations for the Community.

- (b) Political Signs. Owners may install and maintain political signs on their Unit in accordance with standards set by the DRC and published in the Design Regulations for the Community.
- (c) House Numbers. The display of house numbers and street addresses shall be clearly visible and in conformance with Chapter 4-11 of the Montrose Municipal Code, as amended from time to time.
- (d) Display of Flags. Flags and flagpoles may be located on a Unit only in a manner consistent with the United States Flag Code, 4 U.S.C., sections 4 to 10, the CCIOA, and DRC regulations.

3.7.15 Use of the Golf Course. Use of the Golf Course is subject to the restrictions set forth in the Master Easement Agreement. In addition, the following guidelines shall apply to the use of the golf course by any Unit Owner, resident of the Community or any invitee of any Unit Owner. Notwithstanding the following, these are guidelines, as the Community does not own the golf course. Provisions for use of the golf course may be amended by the golf course owner.

- (a) No dogs or pets shall be allowed on the golf course at any time. Dogs or pets may be released into back yards of Units adjacent to the golf course without supervision provided that permanent fencing, electronic fencing or other constraints visually acceptable to the DRC are installed and in good operating condition. In all cases, it shall be the Unit Owner's responsibility to ensure that its pets are not on the golf course.
- (b) No fishing for balls in any of the lakes, streams or canals shall be allowed.
- (c) No bikes, motorized vehicles (other than golf bikes, carts and golf course maintenance equipment) shall be allowed on the golf course at any time.
- (d) No walking or jogging shall be allowed during the hours of operation of the golf course. It shall be each Unit Owners' responsibility to learn the hours of operation and to inform the members of their households and their guests.
- (e) Golf course rules and regulations prohibit golfers from entering onto the Units for any reason.

3.7.16 Drainage and Erosion. Each home or building shall be situated on the Unit so that drainage of the Unit is not discharged onto adjacent Units or other areas not designed for such drainage. Each Unit Owner shall maintain the grading on their Unit at the slope and pitch fixed by the final grading plan approved by the DRC. In the event it is necessary or desirable to change the established drainage over any Unit, which a Unit Owner has a duty to maintain, then the party responsible for the maintenance of the Unit shall submit a plan to the DRC for its review and approval.

3.7.17 Landscaping. Specific landscape requirements have been developed by the DRC and published in the Design Regulations for the Community. All landscaping shall

be irrigated and shall be maintained to a high standard. No significant changes to landscaping shall be made without the approval of the DRC.

3.7.18 Sidewalk Maintenance. Each Unit Owner shall have the responsibility for keeping the sidewalk bordering its Unit clean and free of mud, dirt, gravel, stones, snow or other foreign material and must maintain all sidewalks in good repair in accordance with the City Municipal Code, Sections § 9-1-1 through 9-1-8, as amended.

3.7.19 Rights of the Association. The Executive Board shall have and is hereby given the right and authority to interpret the meaning of the terms and provisions of this Declaration and to determine, in its sole discretion, compliance with the provisions of this Section 3.7. Any disputes regarding the Executive Board's decisions hereunder shall be brought in accordance with the Association's dispute resolution policy adopted pursuant to C.R.S. § 38-33.3-209.5(1)(b)(VIII).

ARTICLE 4 MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

Section 4.1 The Association. Every Unit Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Unit. The Association shall be governed by this Declaration and its Bylaws and Policies (collectively, the "Governing Documents"), as amended from time to time, the CCIOA, CRNCA and other applicable law.

Section 4.2 Transfer. Membership held by the Unit Owner is an appurtenance to such Unit and shall not be transferred, alienated or pledged in any way, except upon the sale of such Unit, and then only to the purchaser of such Unit. Any attempt to make a transfer except by the sale of a Unit is void. Reference to the transfer of Membership need not be made in an instrument of conveyance or encumbrance of such Unit for the transfer to be effective, and the same shall automatically pass with title to the Unit.

Section 4.3 Membership. The Association shall have one (1) class of Membership consisting of all Unit Owners. Except as otherwise provided for in this Declaration, each Member shall be entitled to vote in Association matters as set forth in Article III of the Bylaws. Each Unit Owner is subject to all the rights and duties assigned to Unit Owners under the Association documents. Persons or entities who hold an interest merely as security interest for the performance of an obligation shall not be deemed Members.

Section 4.4 Manager. The Association may employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except upon prior approval and direction by the Executive Board. The Bylaws of the Association shall meet the requirements of C.R.S. § 38-33.3-306 and other applicable law as it relates to the delegation of authority permitted by this Section. The Association's contract with a Manager shall be terminable for cause without penalty to the association. Any such contract shall be subject to renegotiation.

Section 4.5 Taxation of Common Elements. The property titled in the name of the Association shall be assessed and taxed for ad valorem taxes by the County Treasurer in a manner separate from the taxation of the Units.

Section 4.6 Voting. Other than as set forth below, voting on any issue by the Members shall be in conformance with the Bylaws.

4.6.1 The Owner of each Unit shall have one vote per Unit owned. Except as provided below, if a Unit is owned by more than one person, any Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit.

4.6.2 If only one of several Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast all the votes allocated. If more than one of the multiple Owners are present, the votes allocated may be cast only in accordance with the agreement of a majority of the interest of the Owners. There is majority agreement if any one of the Owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by another Owner of the Unit. If the person presiding over the meeting determines that a vote from a Unit that has multiple Owners and is correctly under protest, that vote shall not be counted.

4.6.3 The Bylaws shall establish policies and procedures governing proxy voting at meetings of the members, including whether or not proxy voting is permitted.

4.6.4 The vote of a corporation or business trust may be cast by any officer of that corporation or business trust in the absence of express notice of the designation of a specific person by the Executive Board of Directors or bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust Owner is qualified to vote.

4.6.5 Votes allocated to a Unit owned by the Association may not be cast.

4.6.6 Cumulative voting is not allowed for any action voted upon by the Members of the Association.

Section 4.7 Notice. Not less than ten nor more than fifty days in advance of any meeting of the Unit Owners, the secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each unit or to any other mailing address designated in writing by the unit owner. The notice of any meeting of the unit owners shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given pursuant to Section 4.8, below. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Executive Board.

Section 4.8. Meetings. Meetings of Members may be conducted electronically under the laws of the State of Colorado. The Association shall provide notice of all regular and special meetings of Unit Owners by electronic mail to all Unit Owners who so request and who furnish the Association with their electronic email addresses. Members may participate in and conduct any meeting of the Members by means of electronic communication, including but not limited to video conferencing, teleconferencing, web conferencing, or other similar technology that allows all participants to hear each other simultaneously during the meeting.

4.8.1 Requirements for Participation in Electronic Meeting. For any meeting, the following requirements shall apply:

- (a) The notice of the meeting shall specify that electronic participation is available and shall include instructions for electronic participation;
- (b) The electronic communication system used must provide each Member a reasonable opportunity to participate in the meeting, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrently with such proceedings;

4.8.2 Quorum. The quorum requirements of meetings of the Lot Owners shall be established in the Bylaws, as they may be amended from time to time.

4.8.3 Technical Difficulties. In the event that technical difficulties interrupt electronic participation in a meeting, the chairperson of the meeting shall have the discretion to:

- (a) Recess the meeting until the technical issue is resolved;
- (b) Continue the meeting with the remaining participants if a quorum remains present; or
- (c) Adjourn the meeting and reschedule if a quorum cannot be maintained.
- (d) Technical difficulties experienced by an individual Member shall not invalidate the meeting or any action taken at the meeting if a quorum of Members remains able to participate.

ARTICLE 5 EASEMENTS

Section 5.1 Easements. The Property shall be subject to all easements shown on any Map or plat of record, those of record, those provided in the CCIOA (including easements for encroachment as set forth in C.R.S. § 38-33.3-214 of the CCIOA and an easement for maintenance of any such encroachment) and otherwise as set forth in this Article. Use in such easements may include installing, replacing, repairing and maintaining utilities, including, but not limited to, irrigation, drainage, water, sewer, gas, telephone, cable TV, electricity and fences. These easements include uses for future services not presently available to the Units, which may reasonably be required in the future. By virtue of these easements, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Units in

a manner customary for such companies in the area surrounding the Property, subject to approval by the Association as to locations.

Section 5.2 Reservation of Easements, Exceptions and Exclusions. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Elements for the best interest of all the Owners and the Association. Each Unit Owner is hereby granted a non-exclusive right of access to and from the Owner's property, over and across the Common Elements appurtenant to that Owner's Unit. This right shall be subject to limited and reasonable restriction on the use of Common Elements set forth in writing by the Association.

ARTICLE 6 MAINTENANCE

Section 6.1 Maintenance by the Association. The Association shall be responsible for the maintenance and repair of the Common Elements, including any recreational amenities, drainage structures or facilities and any fences, and such maintenance and repair shall be the Common Expense of all Owners. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement, subject to any insurance then in effect, of all landscaping, walls, fences, gates, signage, irrigation systems, sidewalks, driveways and improvements, if any (which shall include without limitation snow removal services unless performed by another private or public organization formed for such purposes), located in the Common Elements.

Section 6.2 Association Maintenance as Common Expense. The cost of maintenance and repair by the Association shall be a Common Expense of all of the respective Unit Owners that have received final plat approval.

ARTICLE 7 INSURANCE

Section 7.1 General Insurance Provisions. The Association shall acquire and pay for, out of the Assessments levied under Article 9 below, any insurance policies required by the CCIOA and such other insurance and bonds as the Executive Board may, within its discretion, determine desirable for the protection of the Common Elements and Association. Such insurance shall conform to the requirements set forth in C.R.S. § 38-33.3-313(4)(a)-(d). An insurance policy issued to the Association does not obviate the need for Owners to obtain insurance for their own benefit.

Section 7.2 Common Expenses. Premiums for insurance and bonds that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses.

ARTICLE 8 ASSESSMENTS

Section 8.1 Obligation. Each Unit Owner shall be obligated to pay to the Association (1) the Annual Assessments, (2) Special Assessments and (3) Default Assessments.

Section 8.2 Budget. Within ninety (90) days after the adoption of any proposed budget for the Association by the Executive Board, the Executive Board shall, pursuant to Section 14.7, below, deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. The budget proposed by the Executive Board does not require approval from the Unit Owners and it will be deemed approved by the Unit Owners in the absence of a veto at the noticed meeting by a majority of all Unit Owners, whether or not a quorum is present. If the proposed budget is vetoed, the periodic budget last proposed by the Executive Board and not vetoed by the Unit Owners must be continued until a subsequent budget proposed by the Executive Board is not vetoed by the Unit Owners. The Executive Board shall levy and assess the Annual Assessments in accordance with the annual budget.

Section 8.3 Annual Assessments. Annual Assessments made for Common Expenses shall be based upon the estimated cash requirements, as the Executive Board shall from time to time determine, to be paid equally by all of the Unit Owners. Estimated Common Expenses shall include, but shall not be limited to, all cost and expenses required by the Master Easement Agreement, the cost of routine maintenance and operation of the Common Elements, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping of the Property, care of grounds within the Common Elements, routine repairs, replacements and renovations within and of the Common Elements, wages, common water and utility charges for the Common Elements, legal and accounting fees, management fees, expenses, liabilities incurred by the Association under or by reason of this Declaration, payment of any default remaining from a previous Assessment period, and the creation of a reasonable and adequate contingency or other reserve funds for insurance deductibles and general, routine maintenance, repairs and replacement of improvements within the Common Elements, on a periodic basis, as needed, and enhancements or improvements to the Common Elements as determined by the Association.

Annual Assessments shall be payable in annual or quarterly installments (subject to amendment by the Board, in advance), and shall be due on the first day of each calendar year or quarter, whichever is applicable. The omission or failure of the Association to fix the Annual Assessments for any Assessment period shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same. The Association shall have the right to transfer any revenue from Annual Assessments in excess of the actual expenses incurred in any fiscal year to a reserve account.

Section 8.4 Special Assessments. In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or improvements or for any other expense incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant to this section shall be assessed equally to Unit Owners. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than twenty (20) days after such notice shall have been given.

Any Special Assessment must have the approval of a majority of the Unit Owners.

Section 8.5 Default Assessments. All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association, which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment. Imposition of a Default Assessment shall comply with the requirements of the CCIOA and Association Policies.

Section 8.6 Effect of Nonpayment; Any Assessment installment, whether pertaining to any Annual, Quarterly, Special or Default Assessment, and any charge, fee, fine or other obligation of an Owner incurred pursuant to this Declaration or lawfully imposed by the Association, its Executive Board or the DRC which is not paid thirty (30) days after its due date shall be collected in accordance with Association Policies and the CCIOA.

Section 8.7 Personal Obligation. Each Assessment against a Unit is the personal obligation of the person who owned the Unit at the time the Assessment became due and shall not pass to any successor in title unless such successor agrees in writing to assume the obligation. Subject to the CCIOA and Association Policies, the Association may bring suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving any Assessment action provided in this Declaration.

Section 8.8 Requirement to Supply Estoppel Certificate. Upon payment of a reasonable fee set from time to time by the Executive Board and upon fourteen (14) days' written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt requested, any Owner, designee of Owner, Mortgagee, prospective Mortgagee or prospective purchaser of a Unit shall be furnished with a written statement (an "Estoppel Certificate") setting forth the amount of the unpaid Assessments, if any, with respect to such Unit. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Unit over the inquiring party's interest for unpaid Assessments which were due as of the date of the request. The charge imposed for an Estoppel Certificate may not exceed the estimated cost of the Association's production and reproduction of the records, including the costs of copying, mailing, and any necessary special processing.

Section 8.9 Maximum Annual Assessment. The maximum Annual Assessment shall be set by the Executive Board.

8.9.1 The maximum Annual Assessment may be increased each year by not more than fifteen percent (15%) over the immediately preceding year without a vote of the Members.

8.9.2 The maximum Annual Assessment may be increased above fifteen percent (15%) by a vote, at a meeting duly called for this purpose, of sixty-seven percent (67%) of all the Members who are voting in person, by US Mail or by electronic means.

8.9.3. The Executive Board may fix the actual Annual Assessment at an amount less than the maximum.

**ARTICLE 9
ASSOCIATION AS ATTORNEY-IN-FACT**

Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of purchasing and maintaining insurance pursuant to Article 8, including the collection and appropriate disposition of the proceeds thereof, the negotiation and settlement of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to purchase and maintain insurance as well as dealing with any improvements covered by insurance written in the name of the Association. Acceptance by a grantee of a deed or other instrument of conveyance or any other instrument conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact. Nothing in this Article shall be deemed to apply to Owners' insurance obtained for their benefit.

**ARTICLE 10
MASTER ASSOCIATION**

The Association may become subject to a Master Association as defined at C.R.S. § 38-33.3-103(20), by delegating some of the authority vested in this Declaration to the Master Association pursuant to C.R.S. § 38-33.3-220, and other relevant law. An amendment of this Declaration and approval of the governing documents of the Master Association pursuant to applicable law will be required to cause the Association to be subject to a Master Association.

**ARTICLE 11
DESIGN REVIEW COMMITTEE (DRC)**

Section 11.1 Approval Required. No residence, structure, driveway, fence, patio, landscaping or other improvement shall be erected, placed, modified or altered on any Unit within the Property unless the exterior building plans, specifications (including colors and materials) and plot plan showing the location and proposed erection, placement, modification or alteration of any such residence, structure, driveway, fence, patio, landscaping or other improvement has been approved in writing by the DRC.

Section 11.2 Role of the DRC. The DRC is fully authorized in its sole discretion to accept or reject applications for approval in total or to require certain specific revisions. The decisions of the DRC are meant to be final. If any Owner strongly feels the DRC has been unreasonable or capricious in its decision, the Owner may appeal the decision to the Executive Board. Any appeal shall be fully documented in writing, and the Owner shall be scheduled to meet with the Executive Board at the next regularly scheduled meeting. Every Owner, by acceptance of a deed or other conveyance for itself, its successors, assigns, agents and employees, hereby expressly waives any claim against the DRC, the Executive Board or the Association or their respective Members relating to or arising out of any action or inaction on the part of the DRC, including but not limited

to any claim such Owner may have subsequent to the date the DRC has acted on the application of an Owner that might have changed the nature or content of the Owner's application or that might have had the effect of a differing result on the Owner's application had action not taken place until after the occurrence of the change in the guidelines or in the Rules and Regulations.

Section 11.3 Membership and Appointment of the DRC. The DRC shall be a committee of the Association composed of at least five (5) Members. The Executive Board shall be free to appoint and replace members of the DRC subject to Board approval, and the Executive Board shall have absolute authority to remove any Board appointee on the DRC, with or without cause.

Section 11.4 Architectural Guidelines. The DRC, in conjunction with the Executive Board, may publish architectural and design guidelines and amendments thereto governing all improvements of the Units. The guidelines shall be available for review at all reasonable times at the offices of the Association, and copies shall be available to Owners upon request.

Section 11.5 Minimum Standards. The standards as set forth in this Declaration shall be deemed to be minimum requirements only. The DRC shall have the right to refuse to approve any plans or specifications submitted to it that are not suitable or desirable, in its sole option, for aesthetic or other reasons. The DRC shall have the right to consider the suitability of proposed buildings, landscaping, the harmony thereof with the surroundings and the effect of the building and landscaping on neighboring Property. The DRC shall not be arbitrary in its decisions but shall have broad discretion to assure continuity and harmony of design, appearance and location in relation to the other improvements on the Property, view preservation and finish grade elevations.

ARTICLE 12 MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers or guarantors of First Mortgages on Units. To the extent permitted under Colorado law and as applicable, necessary or proper, the provisions of this Article apply to this Declaration and also to the Articles, Bylaws and Rules and Regulations of the Association.

Section 12.1 Distribution of Insurance or Condemnation Proceeds. In the event of a distribution of insurance proceeds or condemnation awards allocable among the Units for losses to or taking of all or part of the Common Elements, neither the Unit Owner nor any other person shall take priority in receiving the distribution over the right of any Mortgagee who is a beneficiary of a First Mortgage against the Unit.

Section 12.2 Liability of First Mortgagee. Notwithstanding any other provision of this Article 13, a First Mortgagee who acquires title to a Unit by foreclosure of a First Mortgage shall be liable for any Assessment, charge, penalty or fine and the associated lien for such unpaid Assessment, charge, penalty or fine arising on or after the date the First Mortgagee acquires title to the Unit.

ARTICLE 13
DURATION OF COVENANTS AND AMENDMENT

Section 13.1 Term. The covenants and restrictions of this Declaration shall run with and bind the land for twenty (20) years and shall be automatically extended for successive twenty-year periods, unless an instrument is signed revoking or terminating the Subdivision pursuant to the provisions of the CCIOA.

Section 13.2 Amendment. This Declaration, or any provision of it, may be amended only in accordance with the CCIOA by a simple majority vote of Unit Owners voting in person, by US Mail or by electronic means.

ARTICLE 14
GENERAL PROVISIONS

Section 14.1 Enforcement. The Executive Board or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, subject to the CCIOA and Association Policies. Failure by the Executive Board or any Owner to enforce any covenant or restriction contained in this Declaration or of any Association Policy shall in no event be deemed a waiver of the right to do so thereafter.

14.1.1 By taking title to a Unit, each Owner acknowledges and agrees that:

- (a) The Mandatory Club Membership requirement established in Section 3.6 is necessary to protect the Amenities and the easement rights established in Article IV of the Master Easement Agreement.
- (b) Any breach of the Mandatory Club Membership requirement will cause irreparable damage to the Property and the Association, with respect to which the Association's remedy at law for damages will be inadequate. Therefore, in the event of breach or anticipatory breach of the Mandatory Club Membership requirement, each Owner and the Association agree that the Association shall, in addition to any remedies otherwise available to it at law or in equity, be entitled to the issuance of injunctions, both preliminary and permanent, enjoining or restraining such breach or anticipatory breach of the Mandatory Club Membership requirement, which remedies may include, without limitation, a mandatory injunction requiring an Owner to sell its Unit if it cannot or will not comply with the Mandatory Club Membership requirement.
- (c) Each Owner hereby consents to the forthwith issuance of any such injunction, without bond, by any Court of competent jurisdiction; and, to the greatest extent permitted by law, recovery of all reasonable sums expended and costs, including reasonable attorney's fees, incurred by the Association to enforce the Mandatory Club Membership requirement.

Section 14.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 14.3 Conflicts Between Documents. In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

Section 14.4 Notice of Sale, Lease or Mortgage. In the event an Owner sells, mortgages or otherwise disposes of any Unit, the Owner shall promptly furnish to the Association in writing the name and address of such purchaser, mortgagee or transferee.

Section 14.5 No Trespass. Whenever the Association and its respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, replace, preserve or do any other action within any portion of the Development, the entering of the Unit within the easements thereon and the taking of such action shall not be deemed to be a trespass.

Section 14.6 Variances. The Executive Board or its DRC, if appointed as herein authorized, shall have the authority to grant variances from the terms and conditions contained in this Declaration so long as such variances do not result in conditions that are inconsistent with the general concept, harmony and values of the Property.

Section 14.7 Notices. Any notice required to be sent to any Unit Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such Owner in the records of the Association at the time of such mailing. Each Unit Owner shall keep the Association informed of any address changes. The Association shall provide notices by electronic mail to all Unit Owners who so request and who furnish the Association with their electronic mail addresses. .

Section 14.8 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

Section 14.9 Liberal Construction. The provisions of this Declaration shall be liberally construed to promote and effectuate the purposes hereof.

Section 14.10 Golf Balls, Disturbances and Nuisances. Each Owner shall note that his, her or its Unit may be adjacent to or near the golf course and related facilities, and that golf course and related activities, including, without limitation, regular course play and tournaments, may be held on the course. Each Owner acknowledges that the location of his, her or its Unit relative to the course may result in nuisances or hazards to persons and Property on such Unit as a result of normal golf course operations or as a result of other golf course-related activities. Each Owner covenants for itself, its successors and assigns that it shall assume all risks associated with such location, including, but not limited to, the risk of Property damage or personal injury arising from stray golf balls or actions incidental to such golf course-related activities and shall indemnify and hold harmless the Association, and the golf course operator and owner from any liability, claims

or expenses, including reasonable attorneys' fees and costs, arising from such Property damage or personal injury.

Section 14.11 Operation of the Golf Course. Each Owner acknowledges that the operation and maintenance of the golf course may permit play on the course during extended hours and may require that maintenance personnel and other workers required to operate and maintain the golf course will commence work relating to the operation and maintenance of the golf course before and after regular business hours on a daily basis.

[SIGNATURES ON FOLLOWING PAGE]

CERTIFICATE

I, Tom Piccirilli, Secretary of Cobble Creek Homeowners Association, Inc., a Colorado nonprofit corporation, do hereby certify that Unit Owners holding a majority of the voting interests in Cobble Creek Homeowners Association, Inc., have agreed to the actions memorialized in this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Cobble Creek Golf Community.



Tom Piccirilli

STATE OF COLORADO }
 }ss.
County of Montrose }

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Cobble Creek Golf Community was signed before me on JUNE 11TH, 2026, by Tom Piccirilli, as Secretary of Cobble Creek Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness My Hand and Official Seal

[NOTARY SEAL]





Notary Public

Table of Exhibits

- Exhibit A – Legal Description of the Property
- Exhibit B – List of Recorded Easements and Licenses

EXHIBIT A

ALL OF THE LOTS, TRACTS, OUTLOTS, OPEN SPACE LOTS AND PARCELS CREATED BY THE FOLLOWING DESCRIBED PLATS:

- COBBLE CREEK SUBDIVISION FILING NO 1 Recorded in the real property records of the Montrose County Clerk and Recorder on May 11, 1999 at Reception No. 651785
- COBBLE CREEK SUBDIVISION FILING NO 2 Recorded in the real property records of the Montrose County Clerk and Recorder on June 20, 2000 at Reception No. 664031
- COBBLE CREEK SUBDIVISION FILING NO 3 Recorded in the real property records of the Montrose County Clerk and Recorder on March 26, 2001 at Reception No. 672098
- COBBLE CREEK SUBDIVISION FILING NO 4 Recorded in the real property records of the Montrose County Clerk and Recorder on March 18, 2002 at Reception No. 685496
- COBBLE CREEK SUBDIVISION FILING NO 5 Recorded in the real property records of the Montrose County Clerk and Recorder on December 22, 2003 at Reception No. 713931
- COBBLE CREEK SUBDIVISION PHASE 2 FILING NO 1 Recorded in the real property records of the Montrose County Clerk and Recorder on January 28, 2004 at Reception No. 715264
- COBBLE CREEK SUBDIVISION PHASE 2 FILING NO 2 Recorded in the real property records of the Montrose County Clerk and Recorder on January 14, 2005 at Reception No. 731514
- COBBLE CREEK SUBDIVISION PHASE 2 FILING NO 3 Recorded in the real property records of the Montrose County Clerk and Recorder on October 24, 2005 at Reception No. 745691
- COBBLE CREEK SUBDIVISION PHASE 2 FILING NO 4 Recorded in the real property records of the Montrose County Clerk and Recorder on April 26, 2006 at Reception No. 754245
- COBBLE CREEK SUBDIVISION PHASE 2 FILING NO 5 Recorded in the real property records of the Montrose County Clerk and Recorder on June 4, 2009 at Reception No. 803082
- COBBLE CREEK MINOR SUBDIVISION Recorded in the real property records of the Montrose County Clerk and Recorder on July 14, 2009 at Reception No. 804370
- COBBLE CREEK SUBDIVISION PHASE 2 FILING NO 6 Recorded in the real property records of the Montrose County Clerk and Recorder on January 26, 2015 at Reception No. 862031
- SAN SOPHIA WEST SUBDIVISION FILING NO 1 Recorded in the real property records of the Montrose County Clerk and Recorder on February 14, 2018 at Reception No. 894230
- SAN SOPHIA WEST SUBDIVISION FILING NO 2 Recorded in the real property records of the Montrose County Clerk and Recorder on November 13, 2018 at Reception No. 902921

EXHIBIT B
List of Recorded Easements and Licenses

RIGHT OF WAY EASEMENT GRANTED TO COLORADO-UTE ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED AUGUST 19, 1957, IN BOOK 458 AT PAGE 289 EASEMENT RECORDED JULY 28, 2017 AT RECEPTION NO. 888282

EASEMENT RECORDED MAY 15, 2020 AT RECEPTION NO. 920871 AND RECEPTION NO. 920872 TERMS, CONDITIONS AND PROVISIONS OF MASTER EASEMENT AGREEMENT RECORDED DECEMBER 12, 2024 UNDER RECEPTION NO. 977232. NOTE: AFFIDAVIT IN CONNECTION WITH SAID EASEMENT RECORDED DECEMBER 16, 2024 UNDER RECEPTION NO. 977292

TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED DECEMBER 18, 2003 AT RECEPTION NO. 713722 AND RE-RECORDED JANUARY 28, 2004 AT RECEPTION NO. 715265.

DECLARATION OF VACATION DATED NOVEMBER 26, 1996, RECORDED DECEMBER 3, 1996 AT RECEPTION NO. 623391 AND AS AMENDED IN CORRECTION OF DECLARATION OF VACATION, RECORDED JANUARY 22, 1999 AT RECEPTION NO. 647936, SECOND CORRECTION OF DECLARATION OF VACATION RECORDED JANUARY 22, 1999 AT RECEPTION NO. 647937 AND INSTRUMENT RECORDED MARCH 31, 1999 AT RECEPTION NO. 650315.

COVENANTS AND RESTRICTIONS RECORDED MARCH 31, 1999 AT RECEPTION NO. 650317, AMENDED MAY 4, 2006 AT RECEPTION NO. 754705, PHASE 2 DESIGN REGULATIONS RECORDED MARCH 26, 2010 UNDER RECEPTION NO. 812400, PARTIAL ASSIGNMENT OF DECLARANT RIGHTS RECORDED MARCH 26, 2010 UNDER RECEPTION NO. 812406, AND RECORDED MARCH 29, 2010 AT RECEPTION NO. 812429 CONFIRMATORY SUPPLEMENT RECORDED AUGUST 23, 2010 UNDER RECEPTION NO. 816776, COVENANTS RECORDED NOVEMBER 12, 2010 UNDER RECEPTION NO. 819440, MARCH 26, 2010 UNDER RECEPTION NO. 812401 AND RECORDED MAY 28, 2015 UNDER RECEPTION NO. 86550 AMENDED AND RESTATED COVENANTS RECORDED FEBRUARY 24, 2015 UNDER RECEPTION NO. 862727 AND RE-RECORDED FEBRUARY 25, 2015 UNDER RECEPTION NO. 862802, PARTIAL TRANSFER OF DECLARANT RIGHTS RECORDED SEPTEMBER 29, 2010 UNDER RECEPTION NO. 818011, AND AMENDED AND RESTATED COVENANTS RECORDED MAY 28, 2015 UNDER RECEPTION NO. 865507 AND RECORDED OCTOBER 2, 2017 UNDER RECEPTION NO. 890310 AND RECORDED OCTOBER 16, 2025 AT RECEPTION NO. 985531 AND AFFIDAVIT RECORDED OCTOBER 16, 2025 AT RECEPTION NO. 985916 AND FEBRUARY 21, 2018 UNDER RECEPTION NO. 894441 AND RECORDED DECEMBER 20, 2018, UNDER RECEPTION NO. 904260.

EASEMENTS, COVENANTS, RESTRICTIONS RECORDED DECEMBER 7, 2015 AT RECEPTION NO. 870867 AND MARCH 16, 2020 UNDER RECEPTION NO. 919093.

PLAT OF COBBLE CREEK SUBDIVISION FILING NO. 1 RECORDED MAY 11, 1999 UNDER RECEPTION NO. 651785.

PLAT OF COBBLE CREEK SUBDIVISION FILING NO. 2 RECORDED JUNE 20, 2000 AT RECEPTION NO. 664031

PLAT OF COBBLE CREEK SUBDIVISION FILING NO. 3 RECORDED MARCH 26, 2001 UNDER RECEPTION NO. 672098.

PLAT OF COBBLE CREEK SUBDIVISION FILING NO. 4 RECORDED MARCH 18, 2002 AT RECEPTION NO. 685496.

PLAT OF COBBLE CREEK SUBDIVISION FILING NO. 5 RECORDED DECEMBER 22, 2003 UNDER RECEPTION NO. 713931.

PLAT OF COBBLE CREEK SUBDIVISION PHASE 2 FILING NO. 1 RECORDED JANUARY 28, 2004 AT RECEPTION NO. 715264.

PLAT OF COBBLE CREEK SUBDIVISION PHASE 2 FILING NO. 2 RECORDED JANUARY 14, 2005 AT RECEPTION NO. 731514.

PLAT OF COBBLE CREEK SUBDIVISION PHASE 2 FILING NO. 3 RECORDED OCTOBER 24, 2005 AT RECEPTION NO. 745691.

PLAT OF COBBLE CREEK SUBDIVISION PHASE 2 FILING NO. 4. RECORDED APRIL 26, 2006 AT RECEPTION NO. 754245.

PLAT OF COBBLE CREEK SUBDIVISION PHASE 2 FILING NO. 5 RECORDED JUNE 4, 2009 AT RECEPTION NO. 803082

PLAT OF COBBLE CREEK SUBDIVISION PHASE 2 FILING NO. 6 RECORDED JANUARY 26, 2015 AT RECEPTION NO. 862031

PLAT OF COBBLE CREEK MINOR SUBDIVISION RECORDED JULY 14, 2009 AT RECEPTION NO. 804370

PLAT OF SAN SOPHIA WEST SUBDIVISION FILING NO. 1 RECORDED FEBRUARY 14, 2008 UNDER RECEPTION NO. 894230

PLAT OF SAN SOPHIA SUBDIVISION FILING NO. 2 RECORDED NOVEMBER 13, 2018 UNDER RECEPTION NO. 902921.

AGREEMENT WITH CASH ESCROW BY AND BETWEEN COBBLE CREEK GOLF COMMUNITY, LLC, A COLORADO LIMITED LIABILITY COMPANY AND THE CITY OF MONTROSE, RECORDED DECEMBER 22, 2003 AT RECEPTION NO. 713932

EASEMENT AGREEMENT BY AND BETWEEN COBBLE CREEK GOLF COMMUNITY, LLC, RECORDED JULY 21, 2010 AT RECEPTION NO. 815670.

MEMORANDUM OF EXEMPTION RECORDED SEPTEMBER 15, 2015 AT RECEPTION NO. 868710.

EASEMENT AGREEMENT RECORDED JULY 21, 2010 UNDER RECEPTION NO. 815669.

AGREEMENT RECORDED NOVEMBER 15, 2018 UNDER RECEPTION NO. 903009.