

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

THIS FIRST AMENDMENT OF AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COBBLE CREEK GOLF COMMUNITY (this "**First Amendment**") is made and approved by the Members of COBBLE CREEK HOMEOWNERS ASSOCIATION, INC. (the "**Association**"), a Colorado nonprofit corporation, as of the date this First Amendment is first recorded in the real property records of Montrose County, Colorado (the "**Effective Date**").

Summary of This First Amendment

The Cobble Creek Golf Community (the "**Community**") is subject to an Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Cobble Creek Golf Community (the "**Amended and Restated Declaration**") which was recorded in the real property records of Montrose County, Colorado ("**Recorded**") on May 28, 2015, at Reception No. 865507. This First Amendment constitutes an amendment of the Amended and Restated Declaration. Except as modified by this First Amendment, the Amended and Restated Declaration remains unchanged.

The subdivisions which make up the Community and are subject to the Amended and Restated Declaration were listed in a document Recorded on October 2, 2017, at Reception No. 890310.

Homes were constructed within the Community concurrently with development of the Cobble Creek Golf Club, which eventually included an 18-hole golf course, a driving range, putting area, clubhouse, fitness center, pro shop, tennis/pickleball courts and other amenities (the "**Amenities**").

The Amenities are now owned by The Club at Cobble Creek, Inc. (the "**Club**"). The Club is a membership nonprofit corporation, meaning that it does not operate to make a profit and its Board of Directors is elected, and may be removed, by its members, who pay dues to help cover the costs of operating and maintaining the Amenities (each such person is referred to herein as a "**Club Member**").

The members of the Association believe that continuing availability of the Amenities is an essential and integral part of living in and owning a home within the Community. For that reason, they wish to promote the long-term financial viability of the Club by making membership in the Club a requirement of owning a lot in the Community.

This First Amendment (a) requires that, subject to certain limitations identified in Section 5 below, buyers of a Unit within the Community (a "**Unit**") must (i) become Club Members at closing of the purchase of the Unit by signing a Club Membership Agreement, paying the then-current transfer/administrative fee to the Club and accepting the obligations associated with Club membership and (ii) must remain Club Members as long as they own the Unit, and (b) establishes a right of the Association to seek a court order requiring a Unit owner to sell its Unit if it cannot or will not become or remain a Club Member. The details of the First Amendment are found below.

NOW THEREFORE, for the purposes recited above, the Association does hereby declare and acknowledge that the Amended and Restated Declaration shall be modified as follows:

1. First Amendment Controls. The provisions of this First Amendment shall supersede and take precedence over any part, or parts, of the Amended and Restated Declaration which conflict with the terms and conditions found herein.
2. Defined Terms. Any terms found in this First Amendment which are not defined herein shall have the definition established in the Amended and Restated Declaration.
3. Incorporation of Summary. The Summary found above is made a part of this document as an expression of the reasons this First Amendment has been approved, is made a part of the Amended and Restated Declaration by the members of the Association and shall be enforceable in that context.
4. Restriction on Ownership of Units. After the Effective Date of this First Amendment, subject to certain limitations identified in Section 5 below, buyers of a Unit within the Community must become Club Members at closing of the purchase of the Unit by signing a Club Membership Agreement, 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 Community. The requirements of this Section 4 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 4. 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.
5. Exceptions 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 this First Amendment. 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 5.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.

Unless otherwise exempt under this First Amendment, all transferees of Non-Member Owners shall be fully subject to Mandatory Club Membership.

6. Addition to Section 16.2 of the Amended and Restated Declaration. The following is hereby added to Section 16.2 of the Amended and Restated Declaration:

Each Owner acknowledges and agrees that:

- a. The Mandatory Club Membership requirement established in Sections 4 and 5 of this First Amendment is necessary to protect the Amenities, as defined in the Summary of this First Amendment, the Common Elements described in the Amended and Restated Declaration, and the easement rights established in Article IV of the Master Easement Agreement recorded in the real property records of Montrose County, Colorado, on December 12, 2024, at Reception No. 977232.

- b. Any breach of the Mandatory Club Membership requirement will cause irreparable damage to the Community 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 (ii) 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.

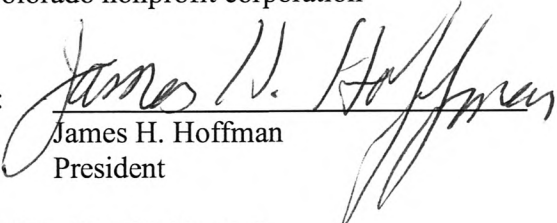
7. Headings. The section, subsection, paragraph and/or other headings of this First Amendment are for convenience only and in no way limit or enlarge the scope or meaning of the language found therein.

8. No Other Modifications. Except as modified herein, the Amended and Restated Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has set its hand and seal on this First Amendment on 10/15/25

COBBLE CREEK HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation

By:


James H. Hoffman
President

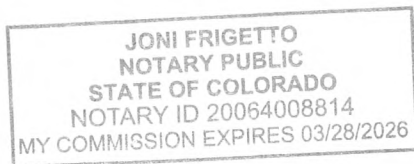
STATE OF COLORADO }

} ss.

County of Montrose }

The above and foregoing First Amendment of the First Amendment of Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Cobble Creek Golf Community, was acknowledged before me this 16th day of October, 2025, by James H. Hoffman as President of Cobble Creek Homeowners Association, Inc., a Colorado nonprofit corporation.

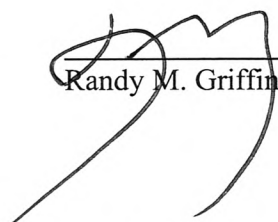
Witness My Hand and Official Seal




Notary Public

CERTIFICATE

I, Randy M. Griffin, Secretary of Cobble Creek Homeowners Association, Inc. (the “**Association**”), a Colorado nonprofit corporation, do hereby certify that Unit owners holding more than a simple majority of the voting interests in the Association voted in favor of the actions memorialized in this First Amendment of Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Cobble Creek Golf Community, at a duly noticed meeting held on October 15, 2025.



Randy M. Griffin

STATE OF COLORADO }
 } ss.
County of Montrose }

The above and foregoing Certificate for the First Amendment of Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Cobble Creek Golf Community, was acknowledged before me this 16th day of October, 2025, by Randy M. Griffin as Secretary of Cobble Creek Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness My Hand and Official Seal



Notary Public

