

After Recording, Return to:
Eagle Development Company
212 N Wahsatch Ave Ste 301
Colorado Springs, CO 80903
Attn: C. McMorrow

224008071 **2/5/2024 8:21 AM**
PGS 5 **\$33.00 DF \$0.00**
Electronically Recorded Official Records El Paso County CO
Steve Schleiker, Clerk and Recorder
TD1000 N

**AMENDMENT
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
JACKSON CREEK HOMEOWNERS ASSOCIATION, INC.**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Jackson Creek Homeowners Association, Inc. ("Amendment") is made on the date set forth below.

WHEREAS, Eagle Development Company, a Colorado corporation, as Declarant, executed the Declaration of Covenants, Conditions and Restrictions for Jackson Creek Homeowners Association, Inc., recorded on September 15, 2023 at Reception No. 223078549 of the real property records of the County of El Paso, State of Colorado (the "Declaration") (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined); and

WHEREAS, the Declaration imposed upon certain real property described in the Declaration certain terms, covenants, conditions, restrictions, easements, limitations, and obligations, which run with and are binding upon the real property that is subject to the Declaration; and

WHEREAS, Section 13.3 of the Declaration permits the amendment of the Declaration by the affirmative vote or agreement of Owners to which at least sixty-five percent (65%) of the votes in the Association are allocated. The Declarant together with the undersigned Owners, as of the date of this Amendment, hold more than 65% of the votes in the Association.

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

1. Section 5.6(b) of the Declaration regarding the New Member Fee is amended in its entirety to read as follows:

5.6(b) The New Member Fee payable to the Association is initially established to be an amount equal to two (2) months of the annual Assessment per Lot for that year, and shall be due upon the closing of the transfer of the Lot. By duly adopted resolution, the Board of Directors may change the fee from time to time, but in any event, shall not exceed One Thousand Dollars (\$1000.00) or six (6) months of the Annual Assessment per Lot for that year, whichever amount is greater.

2. Section 5.6(c) of the Declaration regarding the New Member Fee is amended by the addition of a new clause (vii) to read as follows:

5.6(c)(vii) Any Person who acquires from Declarant or an undersigned owner one or more Lots for the purpose of constructing thereon a residential dwelling and selling such dwelling unit, together with the Lot upon which it is situated, to any member of the general public.

3. Except as expressly provided in this Amendment, the Declaration remains in full force and effect and is not hereby otherwise amended. In the case of any conflict between this Amendment and the Declaration, this Amendment shall control. The Declaration, as amended by this Amendment, is affirmed, confirmed and ratified.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment this 2nd day of February, 2024.

DECLARANT:

Eagle Development Company,
a Colorado corporation

By: [Signature]
Name: Jeff Mark
Title: VP

STATE OF COLORADO)
County El Paso) ss.
CITY OF EL PASO)

The foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Jackson Creek Homeowners Association, Inc. was acknowledged before me this 2 day of February, 2024, by Jeff mark, as Vice President of Eagle Development Company, a Colorado corporation.

Witness my hand and official seal.

My commission expires: 01-12-2025

[SEAL]

[Signature]
Notary Public



