

August 21, 1981; 11:30 AM

Harriet B. Andersen, Recorder Park County

THE FLUME PLACER CIVIC ASSOCIATION INC.

C. ADDITION TO THE PROTECTIVE COVENANTS

WHEREAS, at various times Protective Covenants were executed and filed by various owners of real property located within Tracts 39 and 40 and the Flume Placer Claim, being a portion of Sections 10 and 15 in Township 11 South Range 72 West of the 6th P.M. in the County of Park and State of Colorado. an example of said Protective Covenants having been recorded on October 25, 1977 in Book 271 at Page 82 of the records of Park County, Colorado, and -

WHEREAS, said recorded Covenants, in part C thereof, provides that the same may be amended by two-thirds of the tracts within said described real estate, and being thirty-two total residential tracts within said area, and

WHEREAS, the undersigned own more than two-thirds of the residential tracts in said area and desire to amend said recorded Covenants by adding certain provisions as hereinafter set forth relating to the creation and enforceability of liens on said residential tracts arising out of non-payment of annual assessments, or special assessments, as made by the FLUME PLACER CIVIC ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Colorado, and formally designating FLUME PLACER CIVIC ASSOCIATION, INC. as the enforcer of said Protective Covenants recorded as here inabove set forth and as amend.-d herein,

NOW, THEREFORE, the Protective Covenants, an example of which was recorded October 25, 1977 n Book 271 at Page 83 of the records of Park County, Colorado, are hereby amended by adding thereto the following provisions:

(1) Residential Tract Owners Association. FLUME PLACER CIVIC ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Colorado, is hereby designated as the entity to administer the Covenants recorded as hereinabove set forth, as well as these amendments thereto.

(2) Entitlements, Limitations and Administration of FLUME PLACER CIVIC

ASSOCIATION INC. Every residential tract owner in the property described in Exhibit A annexed to said Protective Covenants recorded as hereinabove set forth shall be entitled and limited by the matters and things as set forth in said Protective Covenants, and more particularly described therein, and further. shall be subject to the provisions of the Articles of Incorporation and By-Laws of said FLUME PLACER CIVIC ASSOCIATION, INC.. and such 'rules' and regulations as may be promulgated from time to time by it for the operation, maintenance and service of the common areas owned by it.

Annual
Dues

(3) Maintenance and Assessments. **All residential tract owners agree to pay annual assessments, or special assessments, or charges. to FLUME PLACER CIVIC ASSOCIATION, INC., and the collection of said assessments shall be a charge on the residential tract of said owner and shall be a continuing lien upon said residential tract against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof. as hereinafter provided, shall be the personal obligation of the person who is the owner of such property at the time the assessment falls due.**

(4) Purpose of Assessments. The assessments levied from time to time by FLUME PLACER CIVIC ASSOCIATION, INC. shall be used 'for the purposes as set forth in said Protective Covenants. an example of which was recorded as hereinabove set forth, and for such other purposes as may be determined from time to time through the Board of Directors of said FLUME PLACER CIVIC ASSOCIATION, INC., and by virtue of its By-Laws, and the amount of such assessments may vary from time to time as dictated by general economic conditions and further by the need to furnish services and to make capital improvements. Special assessments may be established at any time as may be determined to be necessary by said Board of Directors. Said Board of Directors is empowered to assess a land charge of not more than ten per cent of the amount of each delinquent assessment.

(5) Lien on Property Interest. Any assessment as provided for in this document shall be a continuing lien upon such real property interest against which each assessment is made, and

such continuing lien **shall be superior to all other liens and encumbrances, except for tax and special assessment liens on the real property interest in favor of Park County, Colorado.** except as hereinafter provided.

Upon the failure of the owner to pay the annual assessment, the Board of Directors of FLUME PLACER CIVIC ASSOCIATION, INC. **shall prepare a written notice of lien** setting forth the amount of such unpaid indebtedness, the name of the owner and a description of his real property interest. Such notice shall be signed by a member of the Board of Directors of FLUME PLACER CIVIC ASSOCIATION, INC. and shall be recorded in the office of the Clerk and Recorder of Park County, Colorado. Such lien shall attach from the date of the failure of payment of the assessment. Such lien may thereafter be enforced by the foreclosure of the defaulting owners real property interest FLUME PLACER CIVIC ASSOCIATION, INC. in like manner as a deed of trust on real property.. **In any such notice of lien proceedings, the owner shall be required to pay the costs, expenses and attorney fees of FLUME PLACER CIVIC ASSOCIATION, INC. incurred in filing the lien, and in the event that a foreclosure proceeding is subsequently brought, the additional costs, expenses and attorney fees of FLUME PLACER CIVIC ASSOCIATION, INC. shall be paid by the owner.** The owner of the real property interest being foreclosed upon shall be required to pay to FLUME PLACER CIVIC ASSOCIATION, INC. the subsequently accrued and accruing annual assessments during the period of foreclosure. and FLUME PLACER CIVIC ASSOCIATION, INC. shall be entitled to a receiver to collect the same, and said corporation shall have the power to bid upon the real property interest at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same.

Subordination of the Lien to Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the -lien of any deed of mortgage or mortgages. Sale or transfer of any Site shall not affect the assessment lien. However, the sale or transfer of any lot as a result of court foreclosure of a deed of trust or foreclosure through the Public Trustee or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer but shall not relieve any former owner of

personal liability. therefore, no sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(6) **Covenants to run with the Land**. The Covenants and restrictions of this declaration as well as the Covenants contained in the example recorded as hereinabove set forth shall **run with and bind the land**, and shall inure to the benefit of and be enforceable by FLUME PLACER CIVIC ASSOCIATION, INC. or by the owner of any lot subject to this declaration their respective legal representatives, heirs, successors and assigns.

(7) Except as herein amended, the Protective Covenants recorded as hereinabove set forth shall remain in full force and effect.

DATED at The Landis Ranch Estates, Tarryall, Lake George, Park County, Colorado, this 4th day of July, 1981.

Harriet B. Anderson, Recorder Park County

STATE OF COLORADO)
County of El Paso)

D. AFFIDAVIT

STANLEY M. NEWMAN, being first duly sworn upon his oath, states and affirms as follows:

(1) That on July 4, 1981. he was the Secretary of Flume Placer Civic Association. Inc.

(2) That on said date a meeting of said Association was held in Park County. Colorado, for the members thereof to vote on the adoption of "Addition to Protective Covenants", and at said meeting, said "Addition to Protective Covenants" was duly adopted, pursuant to Part C of Protective Covenants, which had theretofore been executed and filed by the various owners of property within Tracts 39 and 40 and the Flume Placer Claim, being a portion of Sections 10 and 15 in Township 11 South, Range 72 West of the 6th P.M. in the County of Park and State of Colorado, an example of said Protective Covenants having been recorded on October 25, 1977, under Reception Number 240129, in Book 271, beginning at Page 83 of the records of Park County. Colorado.

(3) That after the adoption of said "Addition to Protective Covenants", the same were recorded in Book 329, beginning at Page 699 of the records of Park County. Colorado.

(4) That pursuant to said vote at said meeting, I hereby certify that said 'Addition to Protective Covenants", recorded as aforesaid, have been since their passage at said meeting, and now are, the official additions to Protective Covenants governing the lands described therein.

Signed by

STANLEY NEWMAN

SUBSCRIBED and SWORN to before me this 26th day of June by STANLEY A. NEWMAN

My commission expires October 2; 1986.