

**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE RANCH**

THIS FIRST AMENDMENT is intended to amend that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Ranch recorded on _____ at Reception No. _____ in the office of the La Plata County Clerk and Recorder, (referred to as the "Declaration").

This First Amendment was approved by more than a 2/3rds majority of Owners of Lots within The Ranch pursuant to Section 7.01 of the Declaration.

The purpose of this First Amendment is to modify Section 7.05 pertaining to Leasing and Renting of Units.

NOW THEREFORE, the undersigned hereby certifies and declares that the Declaration is hereby amended as follows:

1. Section 7.05 is hereby deleted in its entirety and replaced with the following: Leasing or renting of a residence shall be permitted in accordance with the restrictions and conditions of this Section 7.05 and the Bylaws, Articles and Rules and Regulations of the Association, including any specific rules and regulations adopted by the Executive Board as to vacation and/or short-term rentals (collectively, referred to in this Section as the Governing Documents). Violations (by tenants, Owners or occupants of Lots) of this Section 7.05 or any provision of the Governing Documents may subject Owners to fines or other remedies available under law.

(a) Any residence that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a residence may not be separately leased.

(b) All leases shall have a minimum initial term of at least 30 days. No Lot may be sub-leased and no lease may be assigned during such minimum initial term. In the event of termination of a lease after the tenant has taken occupancy and prior to the end of such minimum initial term, the Owner may not enter into a new lease with a term commencing prior to the date on which the previous lease would have expired without prior approval of the Board, which shall not be granted unless the Board determines, after consideration of the facts and circumstances, that the Owner acted in good faith, with no intent to circumvent the requirements of this subsection and could not reasonably have anticipated the early termination of the previous lease at the time the lease was signed.

(c) Vacation and short-term rentals are permitted so long as in compliance with the 30 day restriction set forth above and so long as said vacation and short-term rentals comply with any applicable municipal and governmental ordinances or regulations pertaining to vacation rentals. Grandfathering of rental contracts for periods shorter than 30 days which are in existence and fully executed prior to the adoption of this amendment shall be permitted; provided, however, that Owners provide written evidence of these contracts to the Executive Board within 10 days from the date of adoption of this amendment Cancellations of

The undersigned Secretary of The Ranch Property Owners Association certifies that the Association obtained the requisite number of approvals, namely, 2/3rds majority approval of the Owners of Lots within the Association, necessary for the amendment and adoption of this First Amendment to Amended and Restated Declaration of Covenants Conditions and Restrictions of The Ranch.

By:
Its: Secretary

STATE OF COLORADO)
) ss
COUNTY OF LA PLATA)

The foregoing instrument was acknowledged before me this ____ day of September, 201 __, by _____, Secretary of The Ranch Property Owners Association.

Witness my hand and official seal.

Notary Public