

Indexing Note:

Index in grantee's index under "Fawn Ridge Subdivision" (the name of the community) and "Fawn Ridge Property Owners Association, Inc." (the name of the Association) and in the grantor's index under "Fawn Ridge Property Owners Association, Inc." (the name of the party executing this amendment).

**FIRST AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FAWN RIDGE SUBDIVISION**

THIS AMENDMENT is made effective as of the date of recording.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions of Fawn Ridge Subdivision was recorded on September 12, 2002, at Reception No. 328853, with the Chaffee County Clerk and Recorder ("Declaration"). The Declaration was re-recorded on September 24, 2002, at Reception No. 329187.

B. Article II, Section 2.2 of the Declaration provides that the terms and conditions of Article VIII of the Declaration may be amended by "(i) a majority vote of the members of the Architectural Control Committee, (ii) a majority of the members of the Board of Directors, and (iii) by not less than fifty one percent (51%) of the record Owners of Lots in the Property." Article VIII, Section 8.15 restates these same requirements for any amendments to Article VIII. However, C.R.S. section 38-33.3-217(4.5) requires the approval of 67% of the voting interest in the Association for any amendment changing "the uses to which any unit is restricted."

C. The Association desires to amend Article VIII of the Declaration, which concerns Land Use Restrictions, to add use restrictions regarding leasing of the Lots. Therefore, the higher percentage (67%) required by C.R.S. section 38-33.3-217(4.5) shall prevail and apply over the lower percentage (51%) provided in Section 2.2 and 8.15 of the Declaration.

D. The requisite percentages of votes in favor of this amendment have been obtained as required by Section 2.2, Section 8.15, and C.R.S. section 38-33.3-217 and certified by the Secretary of the Association.

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

1. **Repeal and Replace.** Article VIII, Section 8.2 is revised by deleting that section in its entirety and substituting the following:

8.2. Residential Purposes. All Lots on the Property shall be used for residential purposes and no building shall be erected or placed on any Lot other than one private, single-family dwelling, together with a private attached garage and such outbuildings as are customarily appurtenant to such a dwelling. An "outbuilding," as the word is used herein, is intended to mean an enclosed, covered structure not directly attached to the dwelling which it serves.

(a) **Leasing.** The Fawn Ridge Subdivision is intended to be an owner-occupied community. However, any Owner has the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner deems advisable, subject to the covenants and restrictions in the Declaration, the Association's Rules and Regulations, any other restrictions of record, and the following:

(i) "Leasing" for the purposes of this Declaration is defined as regular, exclusive occupancy of a Lot by any Person other than the Owner, with or without consideration. For the purposes of this Declaration, occupancy by not more than one roommate of an Owner who occupies the Lot as his primary residence does not constitute leasing under this Declaration.

(ii) Leases will be for or of the entire Lot. Recreational vehicles parked on the Lot may not be leased separately from the rest of the Lot. In addition, an Owner may not lease space on the Lot to another for the purpose of parking and/or occupying a recreational vehicle.

(iii) Occupancies of Lots of less than six months ("Short-Term Lease") are prohibited, without the Association's prior written approval. Following expiration of the initial six-month-minimum lease term, a lease may be renewed for a term of less than six months, such as on a month-to-month basis, without need to obtain additional Association approval.

i. An Owner may allow friends or family to informally stay or use his or her Lot on a short-term basis without violating this prohibition against Short-Term Leases, so long as the Owner does not receive compensation in any form. This provision is subject to further Association Rules that may limit or define such uses, including a requirement to register such friends and family with the Association in advance.

(iv) No Owner may list, post, or advertise his Lot for use under a Short-Term Lease, or other use or occupancy arrangements of less than six months, with or on Airbnb, VRBO, Craigslist, social media platform, or any similar program or service (a "Home Exchange Service"). The Association may expressly prohibit additional Home Exchange Services by Association Rules.

(v) All leases will be in writing and will provide that the lease is subject to the Declaration and Association Rules. The Association has the authority to require a particular lease form or addendum to implement the provisions of this section. Owners are required to provide Tenants with copies of the current Declaration and Association Rules.

(vi) Each Owner who leases his Lot will provide the Association, upon request, a copy of the current lease (lease amount may be redacted) and tenant information, including the names of all Tenants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

(vii) All leases will be a direct tenancy relationship between the Owner and the Tenant. Subleasing of the Lot is not permitted.

(viii) All leases will state that the failure of the Tenant or guests to comply with the Declaration, Association Rules, or other governing documents is a default of the lease and this Declaration.

(ix) All leases are subject to the Association's right to remove and/or evict the Resident for failure to comply with the Association's governing documents. If the Association requests that the Owner evict the Tenant, and the Owner fails to commence action within 30 days of the date of the Association's written request and notice, the Association may commence eviction proceedings. If Owner fails to comply with the request to evict, the Owner delegates and assigns to the Association the power and authority to evict the Tenant as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the Tenant, any costs, including but not limited to attorney's fees incurred and court costs associated with the eviction, will be an assessment and lien against the Lot.

(x) All Owners who reside at a place other than the Lot will provide to the Association an email address, physical address, and phone number(s) where the Owner can be reached in the case of emergency or other Association business. The Owner is solely responsible to keep this information current.

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Lori A Mitchell
Chaffee County Clerk

(xi) If a Lot is leased or occupied in violation of this section, or if the Owner or Tenant violates the Association's governing documents, the Association will be authorized, in addition to all other available remedies, to levy fines against the Tenant and/or Owner.

2. No Other Amendments. Except as amended by the terms of this amendment and previous amendments, the Declaration remains in full force and effect.

3. Validity. Any action to challenge this amendment's validity must be brought within one year of the effective date of the amendment.

[SIGNATURES BEGIN ON SUBSEQUENT PAGE]

IN WITNESS WHEREOF, this amendment is executed by the undersigned.

FAWN RIDGE PROPERTY OWNERS ASSOCIATION,
INC., a Colorado nonprofit corporation

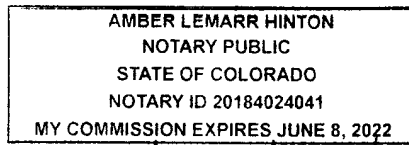
By: [Signature]
Title: President

Certification:

I hereby certify that this amendment was approved by (i) a majority vote of the members of the Architectural Control Committee, (ii) a majority of the members of the Board of Directors, and (iii) by not less than sixty-seven percent (67%) of the record Owners of Lots in the Property. The records of such approvals are on file in the records of the Association.

By: [Signature]
Title: Secretary

STATE OF COLORADO)
COUNTY OF Chaffee) ss.

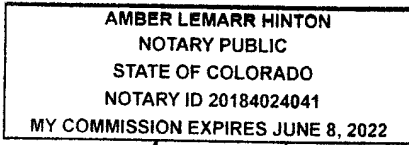


The foregoing was acknowledged before me this 23rd day of December, 2019,
by Paul Pursell, as president of the Fawn Ridge Property Owners
Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 6/8/2022

[Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF Chaffee) ss.



The foregoing was acknowledged before me this 23rd day of December, 2019,
by Danny Stotler, as secretary of Fawn Ridge Property Owners Association,
Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 6/8/2022

[Signature]
Notary Public