

AFTER RECORDING RETURN TO:
HindmanSanchez P.C.
5610 Ward Road, Suite 300
Arvada, CO 80002

**AMENDMENT
TO THE
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES
AND LIENS FOR
SHEEP CREEK
A CONEJOS COUNTY SUBDIVISION**

THIS AMENDMENT is made this 19TH day of MARCH, 2013.

RECITALS

- A. Posada Del Rio LLLP, created the Sheep Creek subdivision ("Community") by recording a Declaration of Covenants, Restrictions, Easements, Charges and Liens for Sheep Creek in the real property records of the County of Conejos, State of Colorado, at Reception No. 2599001749 on September 16, 1999, as amended by documents of record, if any (the "Original Declaration");
- B. The Original Declaration, in Article XI, Section 3, provides that the Declaration may be amended as follows:
- This Declaration may be amended during any period by a majority vote of the Owners of the Lots. Any amendment hereto must be recorded. Said amendments shall be approved by Conejos County.
- C. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means;
- D. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome;
- E. The purpose of this Amendment is to clearly establish leasing guidelines within the Community; and
- F. The undersigned, being the President and Secretary of the Association, hereby certify that a majority of the Owners of the Lots and the County of Conejos have consented and agreed to this Amendment. Alternatively, the Association has obtained approval of this Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act.

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- G. As amended by this Amendment, the Original Declaration is referred to as the "Declaration."

NOW THEREFORE,

- I. Amendments. The Original Declaration is hereby amended as follows:

- (a) Repeal and Restatement. Article I, Section 1(A) is hereby repealed in its entirety and the following Article I, Section 1(A) is substituted:

- A. "Association" shall mean and refer to the Sheep Creek Landowners Association, a Colorado nonprofit corporation, and its successors and assigns.

- (b) Addition. Article IX, Section 21 is hereby added:

Section 21. Leasing and Occupancy. Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject to the following:

- A. "Leasing" or "Renting" for the purposes of this Declaration, is defined as exclusive occupancy of a Lot by any person other than the Owner; provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Lot by the immediate family or friends of an Owner at no charge to such immediate family or friends. Immediate family shall be defined as the parents, children, grandchildren, brothers and sisters of an Owner
- B. Short term occupancies and rentals of Lots of less than 30 days shall be prohibited.
- C. All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of this Declaration, the Bylaws, the Articles of Incorporation and any rules and regulations or policies and procedures of the Association (collectively, the "Governing Documents"). Owners are required to provide tenants with copies of the Governing Documents of the Association. Owners shall provide the Association verification signed by the Owner's tenants that the tenants have received copies of the Governing Documents of the Association.
- D. Any Owner who leases or rents his or her Lot shall be responsible

for the actions of his or her tenants, including any damage to the Common Property or other property caused by such tenants, and for any fines imposed by the Association against the Owner for any violation of Governing Documents by the tenant. The Owner shall indemnify and hold the Association harmless from any and all claims for loss, damage or injury caused by the Owner's tenants.

- E. Each Owner who leases his or her Lot shall provide the Association, at least two weeks prior to the effective date of any lease, a copy of the lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents. Subleasing is prohibited.
- F. In addition to the assessments authorized herein, the Association may impose a reasonable fee upon Owners who rent or lease their Lots to offset increased costs of the Association related to such rental, including but not limited to increased costs related to record keeping, administration, and gate entry fobs, which shall be due to the Association each time a new tenant occupies the Lot.
- G. All leases and rental agreements of Lots shall state that any violation of the terms of the Governing Documents by the tenant, lessee, renter or their guests shall constitute a default of the lease or rental agreement by the tenant, lessee, or renter and that such default shall be enforceable by the landlord.
- H. Leases shall be for or of the entire Lot.
- I. All Owners who reside at a place other than the Lot shall provide the Association with an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.
- J. The Association shall have the authority to adopt rules and regulations regarding leasing, including the implementation of this Section, and for implementation of other provisions in the Declaration and as allowed by law.

(c) **Repeal and Restatement.** Article IX, Section 2 is hereby repealed in its entirety and the following Article IX, Section 2 is substituted:

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Section 2. Signs. Except as otherwise allowed by law, no sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet advertising the Lot for sale.

II. No Other Amendments. Except as amended by the terms of this Amendment and previous Amendments, the Declaration shall remain in full force and effect.

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

SHEEP CREEK LANDOWNERS ASSOCIATION,
a Colorado nonprofit corporation

By:

Matthew A. Connolly
President

By:

Vicki L. Baden
Secretary

STATE OF TEXAS)

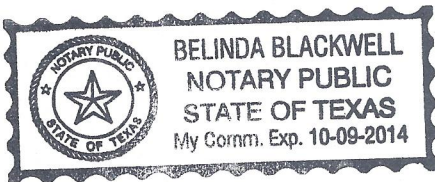
) ss.

COUNTY OF WICHITA)

The foregoing was acknowledged before me this 19th day of March, 2013, by Timothy G. Connolly, as President of the Sheep Creek Landowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 10-9-14

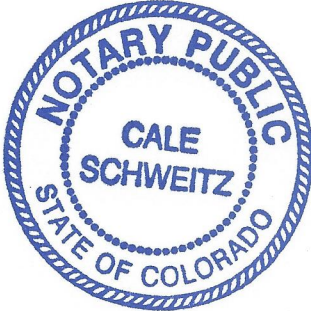


Belinda Blackwell
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing was acknowledged before me this 20 day of
March, 2013, by Vicki Bader, as
Secretary of the Sheep Creek Landowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 7-28-15



Cale Schweitz
Notary Public