

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENT FOR TIMBER SPRINGS**

This Fifth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Timber Springs (the “**Fifth Amendment**”) is made by Timber Springs Owners Association, Inc., a Colorado non-profit corporation (the “**Association**”). This Fifth Amendment constitutes an amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Timber Springs recorded June 20, 2001 at Reception No. 760130 in the real property records of the County of Eagle, State of Colorado, as previously amended and supplemented (the “**Declaration**”).

WITNESSETH:

WHEREAS, the Declaration created a planned community and defined certain covenants, conditions, restrictions and easements for Timber Springs;

WHEREAS, pursuant to Article 16 of the Declaration, the Declaration may be amended by a vote of seventy percent (70%) of the Owners of Lots (all capitalized terms shall have the meanings as set forth in the Declaration, unless otherwise defined herein) at a meeting of the Owners called for that purpose or by written consent; and

WHEREAS, a meeting of Owners was held on March 10, 2021, and Owners that constitute 89% of the Owners of Lots within Timber Springs voted to approve and adopt this Fifth Amendment.

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

1. Section 15.35 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 15.35 Leasing. Leasing of a Lot or any improvements on a Lot, in whole or in part, by an Owner is prohibited, except as follows:

15.35.1 The Owner of a Lot with a permitted caretaker residence may permit the occupancy of the caretaker residence to a bona fide caretaker for the primary residential structure, subject to Section 15.6 of the Declaration, as amended. Prior to occupancy by a caretaker, the Owner shall submit to the Association a signed statement confirming that the caretaker occupant is a bona fide caretaker for the residence and stating the duties to be performed by the caretaker. The right to occupy the caretaker residence must be in writing and must constitute a substantial component of the compensation paid to the caretaker by the Owner, and the caretaker shall not be obligated to pay any rent or other occupancy cost to the Owner in consideration of the occupancy of the caretaker residence. The Owner must provide a copy of the written agreement with the caretaker to the Association.

15.35.2 The Association shall have the right, in its sole and absolute discretion, to grant a variance from the leasing prohibition and permit an Owner to lease the Owner’s primary residential structure on such terms and subject to such conditions as the Board shall determine in its sole and absolute discretion in each instance. An Owner seeking a variance shall submit a request for same to the Board in writing and shall provide such information as required by the Board in order to aid the Board’s consideration of the request. No grant of a variance by the Board shall constitute precedent, and the Board shall retain its right to approve or disapprove any leasing request in its sole and absolute discretion in each instance.

15.35.3 All permitted leases must be in writing and subject to the Association Documents. Any failure of a caretaker or tenant to comply with the Association Documents will be a default under the lease, enforceable by the Association. The lease or agreement shall contain a provision which states that it shall be subject to the Association Documents and that breach of same shall be an event of default under the lease or agreement enforceable by the Association.

15.35.4 Any default by the Owner's caretaker or tenant under any provision of the Declaration, the Bylaws or the Association Rules shall be deemed a default by the Owner thereunder and shall entitle the Association to all remedies for such default as provided in this Declaration as against the Owner and such Owner's caretaker or tenant. The Owner shall be liable for any violation of the Association Documents committed by the Owner's caretaker or tenant, without prejudice of the Owner's right to collect any sums paid by the Owner on behalf of the caretaker or tenant.

2. Governing Law. This Fifth Amendment will be governed by and interpreted in accordance with the laws of the State of Colorado.

3. Conflicts Between Documents. This Fifth Amendment hereby supersedes and controls over any contrary provision contained in the Declaration or any prior amendment. In case of conflict between the Declaration as amended hereby and the Articles or Bylaws of Timber Springs, the Declaration, as amended, shall control.

4. Modification. Except as specifically set forth in this Fifth Amendment, the Declaration, as previously amended, remains unchanged and in full force and effect. This Fifth Amendment to Declaration shall hereafter be interpreted for all purposes as part of the Declaration.

IN WITNESS WHEREOF, the undersigned president of the Association has executed this Fifth Amendment on behalf of the Association to be effective upon recording in the office of the Clerk and Recorder of Eagle County, Colorado.

TIMBER SPRINGS PROPERTY OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation

By: _____
Name: Patrick Martin
Its: President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by Patrick Martin, as President of Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

CERTIFICATION

The undersigned, John Turner, affirms that he or she is the duly elected and acting Secretary of Timber Springs Property Owners Association, Inc., a Colorado nonprofit corporation, and hereby certifies that the above Fifth Amendment to Declaration was considered at a meeting of Owners held on March 10, 2021, at which a quorum was present and which was called for the purpose of considering said Fifth Amendment, and further certifies that at that meeting, Owners that constitute over 70% of the Owners of Lots within Timber Springs voted to approve and adopt said Fifth Amendment.

Name: John Turner

To Be Recorded
Passed March 10, 2021