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#### SECOND AMENDMENT TO

# AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR COLOROW AT SQUAW CREEK

THIS SECOND AMENDMENT to Amended and Restated Declaration of Protective Covenants for Colorow at Squaw Creek (the "Second Amendment") is made and executed by at least 67% of the Owners in the Colorow at Squaw Creek Subdivision and by Colorow at Squaw Creek Homeowners Association (the "Association").

#### **RECITALS**

- A. The Amended and Restated Declaration of Protective Covenants for Colorow at Squaw Creek was recorded in the real property records of Eagle County, Colorado on January 13, 2004 at Reception No. 864786. The First Amendment to Amended and Restated Declaration of Protective Covenants for Colorow at Squaw Creek was recorded in the real property records of Eagle County, Colorado on March 29, 2007 at Reception No. 200708103. For purposes of this Second Amendment to Amended and Restated Declaration of Protective Covenants for Colorow at Squaw Creek (the "Second Amendment"), the term "Declaration" shall refer to the Amended and Restated Declaration of Protective Covenants for Colorow at Squaw Creek, as previously amended, and capitalized terms not defined herein shall have the meaning set forth in the Declaration.
- B. Section 11.2.4 of the Declaration provides in pertinent part that no amendment may change the uses to which a Lot is restricted in the absence of a vote or agreement of Owners to which at least sixty-seven percent of the votes in the Association are allocated.
- C. As evidenced by their execution of this Amendment below, the required number of Owners desires to amend the Declaration to change some of the restrictions contained in Article 3 of the Declaration entitled "RESTRICTIONS ON USE, OCCUPANCY AND ALIENATION," and Article 6 entitled "WATER MATTERS," as more specifically set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the undersigned hereby amend the Declaration as follows:

- 1. Section 2.5 is hereby amended to read in its entirety as follows:
- 2.5 "Association Documents" means this Declaration, the Articles of Incorporation, the Bylaws, all water decrees and water augmentation plans governing Colorow at Squaw Creek from time to time and any procedures, rules, regulations or policies adopted under such documents.
  - 2. Section 3.1 is hereby amended to read in its entirety as follows:
- 3.1 <u>Use</u>. Presently, Colorow at Squaw Creek is classified RL (Resource Limited) by the Eagle County, Colorado, Residential and Agricultural Zone Districts Use Schedule in Article

3 of the Eagle County Land Use Regulations in effect from time to time (the "Land Use Regulations"). Colorow at Squaw Creek is also subject to the terms of various water decrees and water augmentation plans that govern the uses allowed on each Lot. In keeping with the applicable restrictions of the RL Zone District and Colorow's water decrees and water augmentation plans, each Lot shall be used only for residential purposes (but including a "Home Occupation," as allowed by the Land Use Regulations) and shall be entitled to one Single Family Dwelling Unit and one Accessory Dwelling Unit, as defined by the Land Use Regulations. An Accessory Dwelling Unit shall comply with the provisions of section 3.2 below, the Land Use Regulations and any rules and regulations promulgated by the Executive Board.

- 3. Section 3.2 is hereby amended to read in its entirety as follows:
- 3.2 Accessory Dwelling Unit. An Accessory Dwelling Unit may be located within the principal Single Family Dwelling Unit or in an independent structure. It shall comply with the Land Use Regulations, including but not limited to restrictions on size, use, floor area, parking, dimensional limitations and facilities. An Accessory Dwelling Unit shall also comply with all water decrees and water augmentation plans governing Colorow at Squaw Creek from time to time. An Accessory Dwelling Unit shall not be condominiumized or sold separately from the Single Family Dwelling Unit on a Lot.
  - **4.** Section 3.5 is hereby amended to read in its entirety as follows:
- 3.5 No Temporary Structures. Except as provided in this section or as expressly permitted by the ACC, no trailers or temporary structures shall be permitted on a Lot. Any Owner acting with the prior written consent of the ACC and said Owner's agents and independent contractors involved in the construction of improvements on a Lot may maintain for a period not to exceed 20 months such temporary facilities as may be reasonably necessary or incidental to such construction, provided, however, in no event shall such temporary facilities be used for overnight stays.
  - 5. Section 3.6 is hereby amended to read in its entirety as follows:
- 3.6 <u>Rental of Dwelling Unit</u>. An Owner may lease or rent such Owner's Single Family Dwelling Unit and any Accessory Dwelling Unit, provided that an Accessory Dwelling Unit shall not be rented for a period of less than three months.
  - **6.** Section 3.7.2 is hereby amended to read in its entirety as follows:
  - 3.7.2 Owners who keep a horse on a Lot must comply in every regard with the water decrees and water augmentation plans in effect from time to time.
  - 7. Section 3.17 is hereby amended to read in its entirety as follows:
- 3.17 <u>Signs</u>. No billboards, signs, or other advertising devices of any nature shall be erected, placed, maintained or permitted, provided that this restriction shall not be construed to prevent name and address signs approved by the ACC, signs that advertise property for sale or rent

insofar as it is necessary to promote the sale and development of a Lot, or political signs as defined by the Act, except insofar as same are subject to reasonable regulation by the Association as provided by the Act.

- **8.** Section 6.2 is hereby amended to read in its entirety as follows:
- 6.2 <u>Compliance with Water Decrees</u>. Each Owner shall be required to comply with all terms and conditions of water decrees and water augmentation plans affecting Colorow and in effect from time to time. The Association shall maintain as part of its records copies of all such water decrees and water augmentation plans in effect from time to time.
- 9. Sections 6.4, 6.4.1, 6.4.2, 6.4.3 and 6.4.4 are hereby deleted and section 6.4 is hereby amended to read in its entirety as follows:
- 6.4 <u>Water Restrictions</u>. Each Owner is responsible for knowing and complying with any and all water restrictions imposed on each Lot within Colorow by water decrees and augmentation plans affecting Colorow at Squaw Creek, and the Executive Board shall have authority to enforce the terms and conditions thereof as if fully set forth herein as part of this Declaration.
- 10. Except as amended herein, the parties hereby ratify, approve and confirm the Declaration.

IN WITNESS WHEREOF the undersigned have executed this Second Amendment on the dates set forth below, the Second Amendment having been approved at the annual meeting of members of Colorow at Squaw Creek Owners Association duly called and held on December 28, 2014.

[The balance of this page has been left blank intentionally. The requisite number of Owners' signatures and the signature on behalf of the Association follow beginning on the next page.]

#### CERTIFICATION

The undersigned officer of Colorow at Squaw Creek Homeowners Association, a Colorado non-profit corporation, hereby certifies pursuant to Section 11.2.5 of the Amended and Restated Declaration of Protective Covenants for Colorow at Squaw Creek, as previously amended (the "Declaration"), that this Second Amendment to the Declaration was adopted in accordance with Section 11.2.4 of the Declaration and has been approved by a vote or agreement to which at least sixty-seven percent of the votes in the association are allocated.

Colorow at Squaw Creek Homeowners Association, a Colorado non-profit corporation

By:

Joseph L. Goltzman, Presiden

STATE OF COLORADO
)
)ss.

COUNTY OF EAGLE

The foregoing instrument was acknowledged before me this 3rd day of February, 2015, by Joseph L. Goltzman as President of Squaw Creek Homeowners Association, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: 05/13/2010.

Notary Public

[SEAL]

Rhonda Hickman NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES 05/13/2016

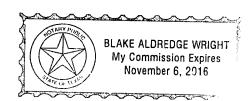
OWNER, LOT 1A:

Judy H. Johnson
COUNTY OF SARASOLA) STATE OF FIRE )  STATE OF SARASOLA  STATE OF SARAS
The foregoing instrument was acknowledged before me this day of the control of th
Suran Reading Notary Public

[SEAL]

# OWNER, LOT 1B:

By: Michael/Frayne, Manager
STATE OF
Witness my hand and official seal.  My commission expires: Lor 6 2016.  Black ally Lydd  Notary Public



John Rasmussen

COUNTY OF EAGLE )
SS.

STATE OF COLORAGO )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of Miness my hand and official seal.

Witness my hand and official seal.

My commission expires: 5132014.

Rhonda Hickman Notary Public

STATE OF COLORADO

MY COMMISSION EXPIRES 06/13/2016

**OWNER, LOT 2A:** 

# OWNER, LOT 3A:

Kullavanijaya-Williams Revocable Trust dated February 8, 2008.
By: /// // Clean
P. Noel Kullavanijaya, Trustee
By: Wendalyn M. Williams, Trustee
wendaryn wi. winiams, Trustee
STATE OF )
) ss.
COUNTY OF)
The foregoing instrument was acknowledged before me this day of
, 20 by P. Noel Kullavanijaya, Trustee of the Kullavanijaya-Williams
Revocable Trust dated February 8, 2008.
With an and and afficial and
Witness my hand and official seal.
My commission expires:
Notary Public
Notary Public
STATE OF)
) SS.
COUNTY OF)
The foregoing instrument was acknowledged before me this day of
, 20 by Wendalyn M. Williams, Trustee of the Kullavanijaya-Williams
Revocable Trust dated February 8, 2008.
Witness my hand and official seal.
withess my hand and official seal.
My commission expires:
Notary Public
Notary 1 done

# ACKNOWLEDGMENT

On <u>December 31<sup>ST</sup> Jol4</u> before me, <u>S. Banks, Notary Public</u> (insert name and title of the officer)

personally appeared PICHARD KULLAVA DIJAYA 3 WEDDALIN WILLIAMS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that be/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

County of \_\_\_\_\_ San Francisco

State of California

Signature (Seal)

S. BANKS
Commission # 1937396
Notary Public - California
San Francisco County
My Comm. Expires May 20, 2015

	OWNER, LOT 3B:			
	Shaun Mooney	zwi j	)	<del></del>
COUNTY OF <u>HARRIS</u> STATE OF <u>TEXAS</u>	)) ss.			
STATE OF TEXAS	) 55.			
The foregoing instrument y 2015 by Sh		before me	this 5410	day of
Witness my hand and official	seal.			
My commission expires:	. 81/14			

[SEAL]



OWNER, LOT 4A:
STATE OF Maje (olonglo) Solly Brainerd  Ssally Brainerd  Sss.
The foregoing instrument was acknowledged before me this Znd day of Saucery, 20 15 by Jack K. Snow.  Witness my hand and official seal.  Witness my hand and official seal.  My commission expires: 11/5 / 2017  My Commission expires: 11/5 / 2017
Notary Public
STATE OF <u>Colorado</u> ) ss. COUNTY OF <u>Eggle</u> )
The foregoing instrument was acknowledged before me this z <sup>nd</sup> day of January, 2015 by Sally Brainerd.
Witness my hand and official seal. SEE ABOVE FOR SEAL.
My commission expires: $11/5/2017$ .
Notary Public

#### OWNER, LOT 4B:

Starview Realty Investments, L.P., a Delaware limited partnership By: Starview Management, LLC, its General Partner

Keith A. Tucker, its Manager

STATE OF <u>Colorado</u>
COUNTY OF <u>EAGLE</u>

The foregoing instrument was acknowledged before me this <u>Z9</u> day of <u>Dl. Cl. m. hen</u>, 2014 by Keith A. Tucker as Manager of Starview Management, LLC, as General Partner of Starview Realty Investments, L.P., a Delaware limited partnership.

Witness my hand and official seal.

My commission expires: August 8, 2018

Shay Cahell

[SEAL]

SHAY CAHILL NOTARY PUBLIC STATE OF COLORADO

NOTARY ID 20054012934 MY COMMISSION EXPIRES AUGUST 8, 2018

OWNER, LOT 5A:	
Carl F. Dando	
Many Dans	
Sheryl L. Dando	
STATE OF COLUMN )	
COUNTY OF GAGY ) ss.	
The foregoing instrument was acknowledged before me this 3 day of the control of	of
Witness my hand and official seal.	
My commission expires: 11 'OS'!	
(Cally U levenster	
Notary Public	
STATE OF COUNTY OF STATE OF COLORADO  ) SS.  COUNTY OF STATE OF COLORADO  NOTARY ID #19934016628  My Commission Expires November 8, 2017	
The foregoing instrument was acknowledged before me this day of, 20 by Sheryl L. Dando.	of
Witness my hand and official seal.	
My commission expires: W-08-17.	
KATHY R. LEWENSTEN NOTARY PUBLIC STATE OF COLORADO NOTARY ID #19934016628 My Commission Expires November 8, 2017	

OWNER, LOT 6A:
- PEANT
Thomas E. Čarter
Kimberly K. Carter
STATE OF TOXAS
COUNTY OF Dallas ) ss.
this 5 day of January The foregoing instrument was acknowledged before me , 20/5 by Thomas E. Carter.
Witness my hand and official seal. SEE GELON FOR SEAL
My commission expires: January 7, 2018  Notary Public  Notary Public
Notary Public
STATE OF Ilvas ) ss.  COUNTY OF Dallas )
The foregoing instrument was acknowledged before me this 5 day of January, 2015 by Kimberly K. Carter.
Witness my hand and official seal.
My commission expires: January 7, 2018
Donna C. Elder
Notary Public  DONNA C. ELDER
Notary Public, State of Texas  My Commission Expires

OWNER, LOT 7A:

Laura R. Kellogg

county of Shelby ) ss. state of Alabama )

The foregoing instrument was acknowledged before me this 13 day of 2015 by Laura R. Kellogg.

Witness my hand and official seal.

My commission expires: <u>November</u> 21, 2017

[SEAL]



OWNER, LOT 8A:
EMBL
Erik B. Carlson
Deborah B. Carlson
STATE OF Alondo ) SS. COUNTY OF Denver )
The foregoing instrument was acknowledged before me this 12th day of January, 20/5 by Erik B. Carlson.
Witness my hand and official seal.  My commission expires: 12/28/2015  Notary Public  Notary Public
STATE OF Algrado  ) ss.  COUNTY OF Dearth  )
The foregoing instrument was acknowledged before me this 12th day of January, 20/5 by Deborah B. Carlson.
Witness my hand and official seal.
My commission expires: 19/98/15  Junt K. Kunnell NOTARY  NOTARY  OF COLORS
My Commission Expires 12/28/2015

# OWNER, LOT 8B:

indenture of T 1998 and Jose under the inden 3, 1998 By: Joseph L. C	oltzman and Joan F. Goltzman, trustees under the Trust of Joseph L. Goltzman dated December 3, eph L. Goltzman and Joan F. Goltzman, trustees enture of Trust of Joan F. Goltzman dated December Goltzman, Trustee
STATE OF COROLD )  COUNTY OF EAGLE )	
COUNTY OF ERGLE ) ss.	
The foregoing instrument was acknown 3, 205 by Joseph L. Goltzman Goltzman dated December 3, 1998 and Joseph L. Goltz F. Goltzman dated December 3, 1998.	as trustee under the indenture of Trust of Joseph L.
Witness my hand and official seal.	
My commission expires: 513606.	Rhonda Hickman NOTARY PUBLIC STATE OF COLORADO  MY COMMISSION EXPIRES 08/13/2016
Notary Public	C MY COMMISSION EATINES CO, TO, EST
STATE OF COUNTY OF EAGLE  ) ss.	
The foregoing instrument was acknown, 20 15 by Joan F. Goltzman as Goltzman dated December 3, 1998 and Joan F. Goltzman Goltzman dated December 3, 1998.	as trustee under the indenture of Trust of Joseph L.
Witness my hand and official seal.	
My commission expires: 05/13/2016	
Rhonda Hickman Notary Public NOTARY PUBLIC STATE OF COLORADO	La Hakmon

MY COMMISSION EXPIRES 05/13/2016

#### OWNER, LOT 9A:

Last Penny, LP, an Alabama limited partnership. By: Many Z, LLC, its General Partner

By:

Terry D. Kellogg, Sole Member

STATE OF Albama ) ss COUNTY OF Shelby )

The foregoing instrument was acknowledged before me this  $\frac{13}{2}$  day of  $\frac{1}{2}$  Apply,  $\frac{1}{2}$  Dy Terry D. Kellogg as Sole Member of Many  $\frac{1}{2}$ , LLC, General Partner of Last Penny, LP, an Alabama limited partnership.

Witness my hand and official seal.

My commission expires: Mrember 21, 2017

Notary Public

[SEAL]

# OWNER, LOT 10A:

Magio
Leslie S. Shapiro
Maurelen Shapiro  Maureen Shapiro
STATE OF)
) ss. COUNTY OF)
The foregoing instrument was acknowledged before me this day of, 20 by Leslie S. Shapiro.
Witness my hand and official seal.
My commission expires:  See Abfala  Notary Public
STATE OF
The foregoing instrument was acknowledged before me this day of, 20_ by Maureen Shapiro.
Witness my hand and official seal.
My commission expires:
SEE ATTACKER
Notary Public

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

**CIVIL CODE § 1189** 

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California	
, ,	
County of Sonta Boxban	
On <u>Sanuary 15, 2015</u> before me, <u>Mic</u>	had A Tohnson (Noton Rublity)
Date	Here Insert Name and Title of the Officer
personally appeared leslie 5 Shaf	100 and Monreen C
1	Name(s) of Signer(s)
Shapiro	rvamo(s) or orginar(s)
who proved to me on the basis of satisfactory ex- subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his/lor the entity upon behalf of which the person(s) acte	dged to me that he/she/they executed the same in her/their signature(s) on the instrument the person(s).
Ic	ertify under PENALTY OF PERJURY under the laws
of	the State of California that the foregoing paragraph
MICHAEL A. JOHNSON	true and correct.
Commission # 2060536	ITNESS my hand and official seal.
Notary Public - California	$\sim$
Santa Barbara County My Comm. Expires Mar 9, 2018 Sig	gnature Mila Johnson
and Golden State of the State o	Signature of Notary Public
	3
Place Notary Seal Above	
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☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
<ul><li>☐ Individual</li><li>☐ Attorney in Fact</li><li>☐ Trustee</li><li>☐ Guardian or Conservator</li></ul>	<ul><li>☐ Individual</li><li>☐ Attorney in Fact</li><li>☐ Trustee</li><li>☐ Guardian or Conservator</li></ul>
Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	Signer Is Representing:
	Cignol to Hopicochang.

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STATE OF Colorado ) ss. COUNTY OF EAGLE The foregoing instrument was acknowledged before me this day of Rhonda Hickman Witness my hand and official seal. **NOTARY PUBLIC** STATE OF COLORADO My commission expires: 5 13 206 MY COMMISSION EXPIRES 05/13/2016 STATE OF COUNTY OF Eagu The foregoing instrument was acknowledged before me this was day of the control o Witness my hand and official seal. My commission expires: 05/13/2014 bonda Glekma Rhonda Hickman **NOTARY PUBLIC** 

STATE OF COLORADO

MY COMMISSION EXPIRES 05/13/2018

OWNER, LOT 10B:

# OWNER, LOT 11B:

Zenith West, LLC, a Colorado limited liability company.

I odd Schnitt, Manager
STATE OF
COUNTY OF Willbonney ) ss.
The foregoing instrument was acknowledged before me this day of Jawan, 2015 by Todd Schnitt as Manager of Zenith West, LLC, a Colorado limited liability company.
Witness my hand and official seal.
My commission expires: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Mu Mic
Notary Public
[SEAL]  Notary Public - State of Florida My Comm. Expires Jan 1, 2018 Commission # FF 63640

E. Muchan Christina E. Mewhinney STATE OF COlodo COUNTY OF EAGLE ) ss. The foregoing instrument was acknowledged before me this day of day of 205 by Christina E. Mewhinney. Rhonda Hickman Witness my hand and official seal. NOTARY PUBLIC STATE OF COLURADO My commission expires: 05 13 2014. STATE OF COUNTY OF ENGLE The foregoing instrument was acknowledged before me this and of day of the state of Witness my hand and official seal. My commission expires: 05/13/2016 **Notary Public** Rhonda Hickman **NOTARY PUBLIC** 

STATE OF COLORADO
MY COMMISSION EXPIRES 05/13/2016

OWNER, LOT 12A:

# OWNER, LOT 12B:

By: Todd Schnitt, Manager
STATE OF COUNTY OF COUNTY OF COUNTY OF SS.
The foregoing instrument was acknowledged before me this 13 day of January, 2015 by Todd Schnitt as Manager of Zenith West, LLC, a Colorado limited liability company.
Witness my hand and official seal.
My commission expires: 1)()()  Notary Public
MICHELE M. PARKS Notary Public - State of Florida My Comm. Expires Jan 1, 2018 Commission # FF 63640

OWNER, LOT 13
Donald J. Gogel  Georgia Wall
STATE OF NEW YORK )
COUNTY OF NEW YORK )
The foregoing instrument was acknowledged before me this 13th day of January, 2015 by Donald J. Gogel.
Witness my hand and official seal.
My commission expires: 06/19/17.  Muen 7. Dinlar
Notary-Public  NOREEN P. DENIHAN  Notary Public, State of New York  No. 01DE4878570 - Nassau County  Term Expires: August 19, 2017  ) ss.  COUNTY OF NEW YORK  )
The foregoing instrument was acknowledged before me this 13th day of JANLARY, 2015 by Georgia Wall.  Witness my hand and official seal.
My commission expires: $\frac{\delta \delta  19(17) }{\delta  19(17) }$ .
Notary Public  NOREEN P. DENIHAN  Notary Public, State of New York  No. 01DE4878570 - Nassau County  Term Expires: August 19, 2017