



## Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Knudson Ranch

This Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Knudson Ranch (hereinafter "Amendment") is made the 1<sup>ST</sup> day of JANUARY 2010 and shall be effective on the date set forth below.

8/4/10

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Knudson Ranch dated October 22, 1997 was recorded in the official records of Eagle County Colorado in Book 742 at Page 253 (hereinafter "Declaration"); and

WHEREAS, the Association has determined that Section 9.1.A of the Declaration, which limits the Association's authority and obligation to maintain the Exterior Maintenance Area of the Residences to "painting of the exteriors (including decks and porches), exterior window washing and roof repair," does not reflect the desires and expectations of the Owners; and

WHEREAS, in order to achieve the desires and expectations of the Owners and to facilitate proper and effective budgeting, reserve fund planning, expenditures and fairness to all Owners, the Association has determined that it is necessary to amend the Declaration as set forth in this Amendment.

NOW, THEREFORE, the Declaration shall be amended pursuant to Section 18.2 thereof as follows:

1. Section 9.1.A of the Declaration shall be deleted in its entirety and replaced with the following:

Section 9.1.A Residence Exteriors. Subject to the insurance responsibilities set forth in Article X below, the Association shall maintain the Exterior Maintenance Area of all Residences, the charges for which shall be allocated to either the Association or the Owner of the applicable Residence, as set forth in the attached Schedule I (Chart of Exterior Maintenance Area Items). The Association shall have the sole discretion to determine the time and manner in which such maintenance shall be performed as well as the color or type of materials used to maintain the Exterior Maintenance Area of all Residences. In the event insurance proceeds under Article X are payable to an Owner with respect to Exterior Maintenance Area Items that are paid or to be paid for by the Association, the Owner shall pay such proceeds to the Association.

2. Section 9.5 of the Declaration shall be amended by deleting the words "by an act of negligence or willful misconduct" at the end of the section and replacing them with the words "as set forth in Section 9.1.A, above, and Schedule I referenced therein."

3. Section 11.5 of the Declaration shall be amended by adding the words "Except as provided in Section 9.1.A. above, and Schedule I referenced therein." at the beginning of the second sentence of the section.

Capitalized terms in this Amendment shall have the definitions set forth in the Declaration unless otherwise provided herein.

Except as set forth in this Amendment, the other provisions of the Declaration shall remain unchanged.

This Amendment shall be recorded in the official records of Eagle County, Colorado promptly following execution hereof on behalf of the Association and certification by the Secretary of the Association, as set forth below.

IN WITNESS WHEREOF, this Amendment shall be effective as of January 1, 2010.

**KNUDSON RANCH ASSOCIATION, INC.**

By: John M Heney  
Its: President

State of Colorado    )  
                                  )  
County of Eagle     )

The foregoing instrument was acknowledged before me this 5TH day of JAN, 2010 by JOHN M HENEY, as President of Knudson Ranch Association, Inc.

My commission expires on: 10/22/12

[seal]

[Signature]  
Notary Public



**Certificate of Secretary of Knudson Ranch Association, Inc.**

I, DONALD J. VOROUS, am the Secretary of Knudson Ranch Association, Inc. and hereby certify and affirm that the foregoing Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Knudson Ranch was approved by a vote of a sufficient number of Owners as set forth in Section 18.2 of the Declaration of Covenants, Conditions, Restrictions and Easements for Knudson Ranch.

By: Donald J. Vorous  
Secretary of Knudson Ranch Association, Inc.

State of Colorado    )  
                                  )  
County of Eagle     )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of Jan, 2010 by Donald J. Vorous, as Secretary of Knudson Ranch Association, Inc.

My commission expires on: My Commission Expires 09/13/2011

[seal] ADRIANA COVARRUBIAS  
NOTARY PUBLIC  
STATE OF COLORADO

Adriana  
Notary Public

**Schedule 1 to Declaration of Covenants, Conditions, Restrictions and Easements  
for Knudson Ranch, as Amended \_\_\_\_\_, 2010**

**Chart of Exterior Maintenance Area Items**

A. The chart below is the Chart of Exterior Maintenance Area Items referred to in Section 9.1.A of the Declaration of Covenants, Conditions, Restrictions and Easements for Knudson Ranch, as amended \_\_\_\_\_, 2010 (“Amended Declaration”). **Except as set forth in the following sentence, all Exterior Maintenance Area Items are arranged for, performed and maintained by the Association regardless of whether the Association or the Owner is responsible for payment of the charges for the work.** For Exterior Maintenance Area Items in the chart below marked with the symbol “⊖”, the Owner may elect to arrange for, perform and maintain such items, in which case the Owner assumes full responsibility and liability for such items and the cost to repair any damage that may occur with respect thereto.

B. The Owner shall be invoiced for and shall pay to the Association the charges incurred by the Association for the Exterior Maintenance Area Items shown in the chart below as “Owner Pays” for that Owner’s Residence. Charges incurred by the Association arising out of or related to any damage to any Exterior Maintenance Area Item(s) caused by the act(s) or omission(s) of an Owner and/or such Owner’s tenants, guests, employees, contractors or invitees shall be invoiced to and paid by such Owner. Repairs required because of damage directly caused by an Exterior Maintenance Area Item that the Association has the responsibility to maintain, repair or replace shall be performed and paid for by the Association. Repairs required because of damage directly caused by an Exterior Maintenance Area Item that the Owner was permitted hereunder and elected to maintain, repair or replace shall be performed by the Association and invoiced to and paid by such Owner. As used herein, the term “Original” means part of the original finished construction of the Residence; the term “Owner Added” or “Added Later” means not part of the original finished construction of the Residence and added by or at the request of the Owner (subject to the other requirements of the Amended Declaration and any applicable Association rules and prerequisites); and the term “Association Added” means not part of the original finished construction of the Residence and added by the Association.

<b>Exterior Maintenance Area Items</b>	<b>Association Pays</b>	<b>Owner Pays</b>
Front Door – Stain (exterior)	●	
Front Door - Repair		●
Front Door - Replace		●
Front Door Lock, Seal and Hardware – Repair or Replace		● ⊖
Metal Clad Glass Doors/Sliders – Repair or Replace		● ⊖

<b>Exterior Maintenance Area Items</b>	<b>Association Pays</b>	<b>Owner Pays</b>
Screens – Window/Door – Repair or Replace		● ⊖
Meter Enclosure –Maintain, Repair or Replace	●	
Wood Decks/Balconies/Entry Porches – Original - Stain	●	
Wood Decks/Balconies/Entry Porches – Owner Added - Stain		●
Wood Decks/Balconies/Entry Porches - Original - Repair	●	
Wood Decks/Balconies/Entry Porches – Owner Added - Repair		●
Wood Decks/Balconies/Entry Porches – Original - Replace	●	
Wood Decks/Balconies/Entry Porches – Owner Added - Replace		●
Wood Stairways – Original – Stain	●	
Wood Stairways - Owner Added – Stain		●
Wood Stairways – Original – Repair or Replace	●	
Wood Stairways – Owner Added – Repair or Replace		●
Railings/Balusters/Posts/Handrails – Original - Stain	●	
Railings/Balusters/Posts/Handrails – Owner Added - Stain		●
Railings/Balusters/Posts/Handrails – Original – Repair or Replace	●	
Railings/Balusters/Posts/Handrails - Owner Added – Repair or Replace		●
Address Sign – Maintain, Repair or Replace	●	
“Knox” Box – Maintain, Repair or Replace	●	
Driveway (asphalt) – seal coat, crack repair, mill and overlay	●	
Exterior Faucets – Repair or Replace		● ⊖
Door Bell and Door Bell Hardware – Repair or Replace		● ⊖

Exterior Maintenance Area Items	Association Pays	Owner Pays
Exterior Light Fixtures (Surface Mount) – Original – Repair or Replace	•	
Exterior Light Fixtures (Surface Mount) – Original – Light Bulbs* - Replace	•	
(* Applies only to two Exterior Light Fixtures (Surface Mount), one next to garage door and one at front entry porch.)		
Exterior Light Fixtures (Recessed) including Light Bulbs – Original - Repair or Replace		• ⊖
Exterior Light Fixtures (any type) including Light Bulbs – Owner Added - Repair or Replace		• ⊖
Photoelectric Switch – Original – Repair or Replace	•	
Photoelectric Switch – Owner Added – Repair or Replace		• ⊖
Garage Door – Stain (exterior)	•	
Garage Door - Repair or Replace		•
Garage Door Seal, Hardware and Opener (incl. remotes) – Maintain, Repair or Replace		• ⊖
Windows – Glass/Frame/Hardware – Repair or Replace		• ⊖
Window Washing - Exterior	•	
Window Washing - Interior		• ⊖
Metal Trim/Flashing – Original - Repair or Replace	•	
Metal Trim/Flashing – Owner Added – Repair or Replace		•
Exterior Wall and Roof Vents – Original - Repair or Replace	•	
Exterior Wall and Roof Vents – Owner Added - Repair or Replace		•
Exterior Electrical Outlets – Repair or Replace		• ⊖
Exterior Natural Gas Connections – Repair or Replace		• ⊖

<b>Exterior Maintenance Area Items</b>	<b>Association Pays</b>	<b>Owner Pays</b>
Gutters/Downspouts/Extensions – Original – Paint*	●	
Gutters/Downspouts/Extensions – Added Later - Paint		●
Gutters/Downspouts/Extensions – Original – Clean, Repair or Replace*	●	
Gutters/Downspouts/Extensions – Added Later – Clean, Repair or Replace		●
Heat Tape – Original – Repair or Replace*	●	
Heat Tape – Added Later – Repair or Replace		●
(* Gutters, Downspouts, Extensions and Heat Tape installed (or planned by the Association for installation) on or before October 1, 2009 shall be deemed to be Original. All other installations shall be deemed to be Added Later.)		
Chimney Cap – Original – Repair or Replace	●	
Chimney Cap – Owner Added - Repair or Replace		●
Stucco – Original - Paint	●	
Stucco – Owner Added - Paint		●
Stucco – Original – Repair or Replace	●	
Stucco – Owner Added – Repair or Replace		●
Wood Siding and Trim – Original - Stain	●	
Wood Siding and Trim - Owner Added - Stain		●
Wood Siding and Trim – Original – Repair or Replace	●	
Wood Siding and Trim - Owner Added – Repair or Replace		●
Roof – Original – Maintain or Repair	●	
Roof – Owner Added – Maintain or Repair		●
Roof – Original – Replace	●	
Roof – Owner Added - Replace		●
Patio - Poured Cement – Original – Repair or Replace	●	
Patio – Poured Cement, Stone or Other Material - Owner Added – Repair or Replace		● ☺
Corbels, Exterior Log and Timber Trim – Original – Stain, Repair or Replace	●	
Corbels, Exterior Log and Timber Trim – Owner Added – Stain, Repair or Replace		●

<b>Exterior Maintenance Area Items</b>	<b>Association Pays</b>	<b>Owner Pays</b>
Hot Tub Connections/Drains (electrical and plumbing) – Maintain, Repair or Replace		● ⊖
Satellite Dish, Hardware and Wiring – Maintain, Repair or Replace		● ⊖
Any Other Association Added Exterior Maintenance Area Items* – Maintain, Repair or Replace	●	
(* The intent of this chart is to be comprehensive and provide for all Exterior Maintenance Area Items, present and future. If an Exterior Maintenance Area Item is not included in this chart, the Executive Board shall make the determination as to who shall arrange for, perform, maintain and pay for such Exterior Maintenance Area Item.)		
Any Other Owner Added Exterior Maintenance Area Items – Maintain, Repair or Replace		● ⊖
Grading and Drainage – Original - Correction	●	
Grading and Drainage – Owner Added* - Correction		● ⊖
(*Correction is necessary as a result of an Owner Added change to the Exterior Maintenance Area of a Residence.)		
Radon Abatement System – Maintain, Repair or Replace		● ⊖
Association Water Meter Located in the Interior of a Residence* - Maintain, Repair or Replace	●	
(*Any damage caused as a result of an Association Water Meter being located in the interior of a Residence shall be repaired at the cost of the Association.)		