

**LIMITED AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR KNUDSON RANCH**

THIS AMENDMENT is made this 1<sup>st</sup> day of MARCH, 2022

**RECITALS**

A. Knudson Ranch Development, LLC, a Colorado limited liability company ("Declarant") recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Knudson Ranch in the real property records of the Clerk and Recorder of Eagle County, State of Colorado, at Reception No. 638201 on November 3, 1997, as amended (referred to as the "Original Declaration").

B. The Original Declaration provides for and allows for this Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Knudson Ranch (the "Amendment") in Article XVIII, which provides the following:

Section 18.2. Amendment. This Declaration, or any provision of it, may be amended at any time by Owners holding not less than 67% of the vote possible to be cast under this Declaration at a meeting of the Owners called for that purpose, except as limited by Article XVII. Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment.

C. The purpose of this Amendment is to revise maintenance responsibilities for improvements made by Owners or occupants of a Lot, whether current or previous Owners/occupants, that encroach onto the Common Areas.

D. 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.

E. 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.

F. Per C.R.S. §7-127-109 of the Colorado Revised Nonprofit Corporation Act, unless otherwise provided by the bylaws, any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the Association follows the action by written ballot procedures contained in C.R.S. §7-127-

109. The Bylaws do not prohibit action to be taken by written ballot; therefore, the Board has decided to conduct the vote on this Amendment by written ballot.

G. The undersigned, being the President and Secretary of the Association, hereby certify that Owners holding not less than 67% of the vote possible to be cast under this Declaration, voted in favor of this Amendment by written ballot.

H. 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) Addition. The following provision is hereby added to the end of Article IX, Section 9.5, Owner's Responsibility:**

Notwithstanding any provision to the contrary or that may be interpreted to impose a maintenance obligation on the Association, the Owner is solely responsible for the maintenance, repair and replacement of any Owner-installed improvements that are located on or otherwise encroach onto the Common Areas, including, but not limited to landscaping and irrigation improvements. For purposes of this Section, the term "Owner-installed" means installed by any current or previous Owner, resident, tenant, or other occupant of the adjacent Lot.

The Owner is required to obtain approval for any such improvements to or on the Common Areas pursuant to the terms of this Declaration. If an Owner fails to maintain, repair or replace the Owner-installed improvement on the Common Area, the Board may follow the procedures and exercise the remedies in Section 9.6 as to that improvement even though located outside the Residential Unit.

The Association's approval of any Owner-installed improvements and/or performance of maintenance pursuant to Section 9.6 does not change the Owner's obligations hereunder and the Owner remains primarily responsible for the Owner-installed improvements.

The Owner shall be responsible for any damage or loss, whether to person or property, that results from the installation, maintenance, existence, use and/or repair of the Owner-installed improvements regardless of the cause of such damage or loss, including but not limited to, any increased costs or expenses incurred by the

Association that result from the installation and/or existence of such improvements.

The Owner on behalf of themselves and their successors and assigns agree to and shall indemnify and hold harmless the Association, its officers, agents, insurers and manager and its successors and assigns of and from any and all liability, loss, damage, (including reasonable attorneys' fees), manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim of loss whatsoever, in law or equity, against the Association, its officers, agents, insurers and manager or which the Association may suffer as a result of or in any way related to improvements installed by the Owner located on or encroach onto the Common Areas.

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.

KNUDSON RANCH ASSOCIATION, INC.,  
a Colorado nonprofit corporation

By: [Signature]  
President

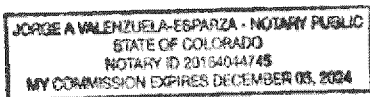
By: [Signature]  
Secretary

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Eagle )

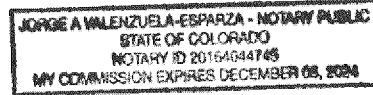
The foregoing was acknowledged before me this 29<sup>th</sup> day of March, 2022, by Jonathan A. Krawczyk, as President of Knudson Ranch Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.  
My commission expires: Dec 5, 2024

[Signature]  
Notary Public




STATE OF COLORADO )  
 ) SS.  
COUNTY OF Lasle )



The foregoing was acknowledged before me this 23 day of March, 2022, by Geoffrey Dreyer, as Secretary of Knudson Ranch Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.  
My commission expires: Dec 5, 2024

  
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Notary Public