

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

THIS AMENDMENT is made this 19<sup>th</sup> day of August, 2016.

**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 (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:
- 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 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 amend the Declaration in order to modify the Chart of Exterior Maintenance Area Items referred to as Schedule 1 in Section 9.1.A of the Declaration.
- 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 Owners that have approved this Amendment to be reasonable and not burdensome.
- F. Per C.R.S. paragraph 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 paragraph 7-127-109. The Bylaws do not prohibit action to be taken by written ballot; therefore, the Board has decided to conduct the vote of 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:
1. Section 9.1.A Schedule 1 (Chart of Exterior Maintenance Area Items) is hereby amended to delete the following words:

	Association Pays	Owner Pays
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.)

2. Section 9.1.A Schedule 1 (Chart of Exterior Maintenance Area Items) is hereby amended by adding the following words:

	Association Pays	Owner Pays
Gutters/Downspouts/Extensions – Original or Association Installed – Paint*	•	
Gutters/Downspouts/Extensions – Owner Added – Paint		•
Gutters/Downspouts/Extensions – Original or Association Installed – Clean, Repair or Replace*	•	
Gutters/Downspouts/Extensions – Owner Added – Clean, Repair or Replace		•
Heat Tape – Original or Association Installed – Repair or Replace*	•	
Heat Tape – Owner Added – Repair or Replace		•

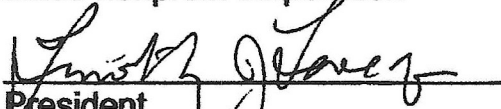
(\*Gutters, Downspouts, Extensions and Heat Tape installed as of the date of this Amendment shall be deemed to be Original.)

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:   
President

BY:   
Secretary


STATE OF COLORADO

COUNTY OF EAGLE

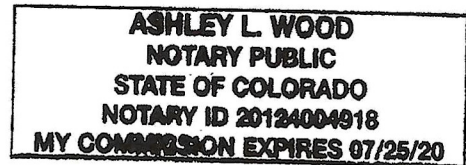
The foregoing was acknowledged before me this 8 day of ~~September~~, 2016, by Timothy Leveque, as President of Knudson Ranch Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 7/25/20.



Notary Public



STATE OF COLORADO

COUNTY OF EAGLE

The foregoing was acknowledged before me this 8 day of ~~September~~, 2016, by Donald Vorous, as Secretary of Knudson Ranch Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 7/25/20.



Notary Public

