

**SECOND AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR COUNTRY CLUB HEIGHTS
SUBDIVISION, PHASE I**

This Second Amendment to the Amended Declaration of Covenants, Conditions, and Restriction for Country Club Heights Subdivision, Phase I (“Second Amendment”) is made by the Country Club Heights Property Owners Association, a Colorado nonprofit corporation (the “Association”), and shall be effective when recorded with the Mesa County Clerk and Recorder as required by the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et seq.* (the “Act”).

RECITALS

A. The Amended Declaration of Covenants, Conditions, and Restrictions for Country Club Heights Subdivision, Phase I was recorded in Mesa County, Colorado on November 10, 1983, at Reception No. 1344931 (the “Declaration”).

B. The Association and its members desire to amend the Declaration, Restrictions on Uses, to add new restrictions prohibiting short-term rental activity, timesharing activity, and any activity in violation of applicable law.

C. In accordance with the terms of the Act, C.R.S. §38-33.3-217, this First Amendment has been approved by the affirmative vote of Owners holding at least 67% of all votes in the Association.

NOW, THEREFORE, the Association amends the Declaration as follows:

1. Recitals. The foregoing recitals are incorporated herein.

2. The Declaration, Restrictions on Use, is hereby amended to add new §§ 13, 14 and 15 as follows:

13. The term “lease,” as used herein, shall include any agreement for the lease, rental, license, or any other occupancy of a Lot permitted in exchange for any valuable consideration, and shall specifically include, without limitation, long-term rental, short-term rental, or month to month rental. An Owner may lease their Lot subject to the following terms, conditions and restrictions:

a. “Short-Term Rental” means refers to a tenancy of less than thirty days. Short-Term Rental activity is prohibited. Activity that circumvents the restriction on Short-Term Rental is prohibited, regardless of intent. Without limiting the generality of the forgoing, prohibited activities include, without limitation, the following:

i. Short-Term Rental of less than the entire Lot or any structure within a Lot, such as a room, lower level, accessory dwelling unit, or any space other than the entire Lot, is prohibited. The presence of the Owner during the tenancy does not alter this prohibition. This restriction shall not be construed to prohibit Owners from having guests for less than thirty days,

or to limit Owners from entering into a lease for a long-term rental of a bedroom so long as the tenant has access to and use of kitchen and bathroom facilities.

ii. No Lot may be subject to more than one lease term at any given time. Overlapping of lease or rental terms is prohibited.

iii. If a tenant that is occupying a Lot pursuant to a long-term rental lease vacates the Lot or otherwise terminates the lease within 30 days of commencement of the lease term, the Lot shall not be leased to or occupied by a new tenant until the prior lease term expires.

b. All leases shall be in writing and signed by the tenant. Any Owner who leases their Unit Lot shall forward a copy of the lease to the Association within 14 days after the execution by the Owner and the tenant.

c. All leases shall provide that the lease term and the tenant's occupancy is subject to the Association's governing documents, as the same may be amended from time to time, and that the tenant's failure to comply with the governing documents, in any respect, shall be a default of the lease, which the Association, the Owner, or both may enforce using any method available under applicable law including, without limitation, eviction of the tenant and termination of the lease.

14. No Owner shall offer, sell or lease any interest or use of any Lot to a timeshare program, membership club or program, vacation club or program, destination club or program, interval ownership, or any other similar club, program or plan. This provision shall not restrict co-ownership of a Lot by more than one person, or ownership of by an entity, unless the Board of Directors reasonably determines that such ownership is similar to the club, program or plan prohibited above.

15. Each Owner shall comply with all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Subdivision. Further, no Owner shall dispose or allow any person under the Owner's control or direction to release, discharge or emit in the Subdivision or dispose of any material in the Subdivision that may be unsafe to any person or property, or that is designated as hazardous or toxic under any federal, state or local law, ordinance or regulation

3. Ratification. Except as otherwise set forth herein the Declaration shall remain unchanged. All capitalized terms used and not otherwise defined shall have the meaning set forth in the Declaration.

4. Recordation. This Second Amendment shall be effective upon recordation.

5. Severability. Invalidation of any one of these provisions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

COUNTRY CLUB HEIGHTS PROPERTY OWNERS ASSOCIATION, a Colorado Nonprofit Corporation

By: _____, President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

This Second Amendment to the Amended Declaration of Covenants, Conditions, and Restriction for Country Club Heights Subdivision, Phase I was acknowledged before me on _____, 2024 by _____, as President of the Country Club Heights Property Owners Association.

WITNESS my hand and official seal.

Notary Public