

**AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GREENS AT DALTON**

This Amendment to Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the Greens at Dalton is made on the date set forth by the Greens at Dalton Owners Association, a Colorado nonprofit Corporation (the "Association").

**RECITALS**

**A.** Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the Greens at Dalton ("Declaration") was recorded on July 23, 2020 at Reception No. 1174521 of the records of the La Plata County Clerk and Recorder.

**B.** Pursuant to Article 12 of the Declaration and C.R.S. § 38-33.3-217(1)(a)(1) and (4.5), the Declaration may be amended to change the uses to which any unit is restricted with a vote or agreement of sixty-seven percent of the votes entitled to be cast by members of the Association. Further, C.R.S. § 38-33.3-217(5) requires that amendments to the Declaration be prepared, executed, recorded, and certified on behalf of the association by any officer of the association designated for that purpose or, in the absence of designation, by the president of the association.

**C.** Pursuant to an affirmative vote of not less than 67% of the votes of the members of the Association obtained by written ballot, copies of which are retained in the Association's records, the Declaration is amended as set forth herein.

NOW, THEREFORE, the undersigned President of the Association certifies the following amendments to Article 8 "Restrictions on Use, Alienation and Occupancy" of the Declaration:

**I. Amendment of Section 8.1 (a) - Residential Use.**

Article 8, Section 18.1(a) is amended and replaced in its entirety with the following:

- a) Single Family Residential Use. All lots shall be used exclusively for single family residential purposes. For purposes of the Declaration and this restriction, "single family residential" shall mean a family or group of persons sharing living arrangements.

**II. Amendment of Section 8.1 (s) - Rentals.**

Article 8, Section 18.1(s) is amended and replaced in its entirety with the following:

s) Rentals. Villas may be rented to non-Members, subject to the following requirements and restrictions and reasonable "Rental Rules" adopted by the Board:

- 1. The minimum rental period is 30 days.
- 2. Members may only rent their entire Villa. There shall be no rentals of portions of a Villa (such as single bedrooms) without express written approval of the Board, which may be granted in hardship situations at the Board's sole discretion.

Return to:

3. The maximum number of rental occupants is 6.
4. All rental agreements must be in writing and shall:
  - a. identify all rental occupants by name, and include contact information for at least one occupant;
  - b. include an addendum that provides:
    - (i) the tenant has been provided with copies of the Rental Rules and the Declaration (as amended);
    - (ii) the tenant and all occupants are required to comply with all Renter Rules and with the use restrictions and obligations set forth in the Declaration (as amended); and
    - (iii) any renter's deposit may be forfeited or reduced if the Renter Rules and/or use restrictions and obligations set forth in the Declaration (as amended) are not followed.
5. Members who rent their units shall submit a copy of each rental agreement to the Association's Property Manager together with the name, phone number (local/cell) of the renter and automobile license plate number(s) prior to tenant occupancy.
6. Leased Villas may only be occupied by Members or non-Member occupants identified in the rental agreement. There shall be no sub-letting.
7. Members are responsible for Association charges related to violations of Renter Rules or the Declarations and damage regardless of whether or not they are able to pass on such charges to their renters.
8. The Renter Rules must be permanently and prominently displayed in the unit as to be regularly seen by all occupants. For example, the rules can be framed and mounted on the wall of a living room, kitchen or entrance.
9. Members who rent their units will provide to the Association's Manager the contact information (phone / text and email) for the Member and, if different, for their property manager who is responsible for rental operations and compliance with the Renter Rules. The Association may publish this contact information to its Members.
10. It is the responsibility of Members or their designated property managers to resolve any renter problem reported by the Board or the Association Manager within 18 hours of receipt of notice. The notice is deemed received at the time it is sent by email, voice mail or text to the address or phone number provided by the Member or their representative. The Board and the Association Manager are not obligated to follow up with the Member or property manager before taking further action if the problem is not resolved within 18 hours.
11. Members will be billed for the cost of unresolved renter problems. This includes the costs related to damage to property that is the HOA's responsibility which includes damage to the exterior of the building and landscaping. It also includes, at the Association's discretion, up to a \$100 Association fee related to a problem not resolved within 18 hours of notice. The HOA Manager will inform the Member of any charges within 14 days of the original problem notice in order to give the

Member the opportunity to withhold monies from the renter's deposit. The Member will pay the bill within 30 days of its receipt and is not obligated to pay if not received within the 14-day deadline. During this 30-day period, the Member may contest the charge to the Board. The Board will then make its decision by majority vote.

12. In addition to the Renter Rules which are being emphasized, all other HOA covenants, restrictions and rules apply.

13. The Board may change the procedures for managing these requirements (excluding items 1, 2 or 3 above) or modify the Renter Rules for clarity. Members will be given at least 15 days' notice of any change in procedures.

14. Consistent compliance with the above requirements is key to the Board and Association Manager effectively working with Members managing rentals. As such, Members may be charged a fee of up to \$150 for a violation of requirements 1 to 10 following a warning for the first violation for each of the above requirements. Members may appeal the fee to the BOD who will consider any extenuating circumstances. These requirements are important and continued violations will receive less consideration.

15. The obligations pertaining to unit rentals, which include these requirements, are part of the HOA's Declarations. By their action, each Member that rents their unit agrees to follow these requirements.

CERTIFICATION

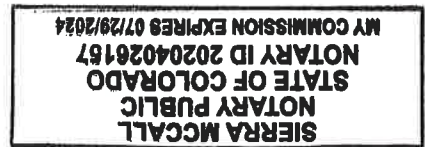
IN WITNESS WHEREOF, the Association has on file written instruments signed by sixty-seven percent or more of the Owners of lots within the Greens at Dalton, each lot entitled to one vote, approving, agreeing to and adopting this Amendment to Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the Greens at Dalton which is hereby certified and declared to be in full force and effect as of the date set forth below.

Dated this 8 day of OCT, 2020.

Greens at Dalton Owners Association, Inc.

By: Laurie N. Van Ingen  
Laurie N. Van Ingen, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LA PLATA )



The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of OCTOBER, 2021 by Laurie N. Van Ingen, President of The Greens at Dalton Owners Association, Inc.

Witness my hand and official seal.

My commission expires: 7-29-2024

Sierra McCall  
Notary Public