

**AMENDMENT  
TO THE  
DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS  
OF  
ELEVEN MILE RANCH ASSOCIATION**

THIS AMENDMENT is made this 20<sup>th</sup> day of November 2019

**RECITALS**

The Declaration of Covenants, Conditions and Restrictions of Eleven Mile Ranch ("Declaration") was recorded June 11, 2018, Reception \*746639\* along with the First Supplement to the Declaration of Covenants, Conditions and Restrictions for Eleven Mile Ranch Association, Inc. recorded November 21, 2019, Reception \*761079\* for the benefit of the Eleven Mile Ranch Association ("EMRA") Community.

Originally, the Map of the First Subdivisions of 11 Mile Ranch was recorded in Book 23-A on or about August 5, 1938, and Map of the Second Subdivision of 11 Mile Ranch reception number 114615 was recorded on or about August 27, 1948 in the records of Park County, Colorado. These Plats now consisting of approximately 143 lots, and any contiguous lot or parcel that is not included in the subdivision but consent to be subject the Declaration ("Property") to the extent that the Owner(s) of each individual lot or parcel within the Property ("Lot") and the holder of any first mortgage on the Lot consent to be subject to the Declaration.

The Association sought to amend the Declaration to include limitations on leasing and has obtained approval from the required 67% minimum (or more) of the members of the EMRA Association. Accordingly, Homeowners are now subject to the terms and conditions of this Amendment to the Declaration.

The original Declaration of Covenants, Conditions and Restrictions of Eleven Mile Ranch Association is hereby amended as follows:

**Repeal and Restatement in its entirety of the following:**

**4.2 Delegation of Use is hereby repealed and replaced with:**

**4.2 LEASING and/or RENTING**

**4.2 A Lease of a Dwelling.** "Leasing" or "Renting" means any arrangement involving the occupancy of a Dwelling by any adult person, age 18 years of age, other than the Owner in exchange for remuneration or some other form of compensation. For the purpose of this Amendment to the Declaration, occupancy by a roommate who lives in the Dwelling with the Dwelling Owner pursuant to a written agreement, shall not constitute Leasing or Renting. Furthermore, Owners who do not advertise for renters and do not charge a fee for the use of their property, shall not constitute renting or leasing.

**Section 4.2 B General Lease Restrictions.**

All leases shall be subject to the following requirements:

- (1) Any such lease or rental agreement must be in compliance with applicable local, state and federal laws;
- (2) **NO Owner may lease or rent** (i) less than his or her entire Dwelling; (ii) for transient or hotel purposes (i.e. VRBO, Airbnb, HomeAway, Flip Key, Roomarama, or similar Internet rental sites); or (iii) **for a term of less than four (4) months in duration without regard to any optional extension period;**

- (3) Any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of the Declaration and Amendment to Declaration, Articles and Bylaws, Lake George Lease and the Rules and Regulations of the Association; and the Owner is responsible for furnishing all Association documents to Owner's renter or lessee; and
- (4) The Owner is responsible for delivering a copy of the written lease or rental agreement to the Association within ten (10) days of its execution, along with contact information to include driver license and vehicle information for all individuals that occupy the Dwelling.
- (5) No sub-letting will be allowed.

Section 4.2 C Compliance with EMRA Documents. The lease or rental agreement shall state that the failure of the lessee or renter to comply with the terms of the Declaration, this Amendment or the Articles, Bylaws, Lake George Lease, Rules and Regulations, or any other Documents of the Association shall constitute a default and such default shall be enforceable by the Board of Directors notifying the Owner of non-compliance within ten (10) calendar days of the infraction. The Owner will need to correct the infraction within a ten (10) day period. On the 11<sup>th</sup> day, the Board of Directors will charge a daily penalty fee until the infraction has been resolved or the Owner and the Board of Directors have come to a written understanding.

Section 4.2 D Leasing Fee. The Association may impose a leasing fee reasonably calculated to offset the additional administrative and other expenses incurred by the Association to oversee, regulate, and enforce the Association's leasing restrictions, as well as any additional expenses generated by tenants moving into or out of the Community.

Section 4.2 E. Additional Rules. The Board of Directors may adopt rules regarding leasing and renting and may require that the Owners and tenants execute an addendum to the written lease agreement explicitly incorporating the restrictions set forth in this Declaration and any applicable Articles, Bylaws, Lake George Lease and Rules and Regulations. For persons renting or leasing, they will NOT be allowed access to EMRA amenities including but not limited to: Lake, Fishing and Lodge. Approved amenities for use are: water, trash, roads and gate access – which can cause a fine based upon abuse.

**Repeal and Restatement in its entirety of the following:**

**Section 8.9 Conflict of Provisions is hereby repealed and replaced with:**

Section 8.9 Conflict of Provisions shall be amended to read: In case of any conflict between this Declaration and the Articles of Incorporation, Lake George Lease or Bylaws of the Association, this Declaration shall control. In case of conflict between the provisions of the Articles of Incorporation and the Bylaws, the Articles shall control.

*Signatures on Next/ Last Page*

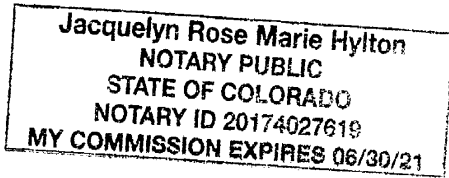
IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Eleven Mile Ranch Association, certify that the *Owner's (executed) Consent* as attached as Exhibit A, hereto represent the Owner's consents to this Amendment to Declaration from the required 67% minimum (or more) of the members and that by virtue of such executed *Owner Consent*, Owners are now subject to the terms, conditions and provisions of this Amendment to the Declaration dated the 20th day of November, 2019.

BY: *Paul Coppolino*  
Paul Coppolino, EMRA Board President

BY: *Jeanne Cavanaugh*  
Jeanne Cavanaugh, EMRA Board Secretary

State of Colorado )  
 ) ss.  
County of Apache )

The foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions of Eleven Mile Ranch is executed before me this 20<sup>th</sup> day of December 2019 by Paul Coppolino, President for the Eleven Mile Ranch Association.



*Jacquelyn Hylton*  
Notary Public Signature  
12/20/2019  
Date

State of Arizona )  
 ) ss.  
County of Mohave )

The foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions of Eleven Mile Ranch is executed before me this 27 day of December 2019 by, Jeanne Cavanaugh, Secretary for the Eleven Mile Ranch Association.



*Trisha L. Gagnon*  
Notary Public Signature  
December 27, 2019  
Date

**\*761971\***