

**2019 AMENDMENT TO THE DECLARATION  
FOR  
SHADOW MOUNTAIN RANCH AND RESORT**

THE 2019 AMENDMENT TO THE DECLARATION FOR SHADOW MOUNTAIN RANCH AND RESORT ("Amendment") is made and declared this 10<sup>TH</sup> day of JANUARY, ~~2019~~ 2020

WHEREAS, the Grand County Clerk and Recorder recorded the Declaration for Shadow Mountain Ranch and Resort on June 30, 1992, at reception number 305385 ("Original Declaration") for certain real property as described therein; and

WHEREAS, Article 8, section 8.2, of the Original Declaration provides that the Association may amend the Declaration by the vote or agreement of Owners holding at least seventy-five percent (75%) of the votes in the Shadow Mountain Ranch and Resort ("Association"), and that such amendment shall be effective when duly recorded with the Grand County Clerk and Recorder; and

WHEREAS, The Colorado Common Interest Ownership Act (CCIOA) codified in Colorado Revised Statute section 38-33.3-217 reduces the percentage of Article 8 section 8.2 above to amend the Declaration of Shadow Mountain Ranch and Resort to sixty-seven percent (67%) and that this Amendment is made pursuant to this section of CCIOA; and

WHEREAS, the undersigned Secretary of the Association does hereby certify that this amendment has been approved by Owners holding at least 67% of the votes in the Association.

NOW THEREFORE, the Original Declaration is hereby amended and modified as follows:

1. **Amendment to Declaration.** The Original Declaration is hereby amended by amending Article 3, adding section 3.12, and substituting the following:

3.12 Leases. Owners of Residential Lots, as defined by the Declaration, shall have the right to lease or rent their Lot pursuant to the following conditions and restrictions:

a. This amendment shall not apply to or affect Nonrestricted Lots 1 through 8.

b. The terms "leasing" and "renting," for the purposes of this Declaration, shall be synonymous with each other and defined as the regular, exclusive occupancy of a Lot by any person other than the Owner, provided, however, that leasing shall not include the occupancy of the Lot by the child or parent of an Owner. Furthermore, occupancy by a roommate of an Owner who occupies the Lot as the Owner's primary residence shall not constitute leasing.

c. Short term leasing of less than 30 days is prohibited. This includes prohibition of any Airbnb, VRBO or similar short-term leasing or renting of Lots.

d. All lease agreements shall be in writing and shall provide that the lease agreement is subject to this Declaration, as well as the Association's Bylaws, Articles of Incorporation, policies, rules, and regulations (collectively the "Governing Documents"). Owners must provide tenants with copies of the Governing Documents prior to entering a lease agreement or refer tenants to

“Legal Documents” at [www.SMR-POA.com](http://www.SMR-POA.com) website.

e. Lease agreements shall be for the entire Lot only.

f. Each Owner who leases his or her Lot shall provide the Association, upon request, a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

g. Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.

h. Any Owner who leases their Lot must provide the Association with a current address, phone number, and email address where the Association can contact the Owner in case of an emergency or other Association business.

i. All lease agreements shall state that if the tenant(s) or their guests fail to comply with the Association’s Governing Documents, such failure shall constitute a material breach of the lease agreement and this Declaration and that such material breach shall be cause for termination of the lease by either the Association or the Owner.

j. All lease agreements shall be subject to the Association’s right to remove and/or evict the tenant(s) for failure to comply with the Association’s Governing Documents. If the Association requests that the Owner evict the tenant(s) based upon a violation of the Governing Documents, and the Owner fails to commence legal proceedings within 30 days of the date of the Association’s request, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association’s requests to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the tenant as attorney-in-fact on behalf and for the benefit of the Owner. If the Association evicts the tenant, any costs including, but not limited to, reasonable attorney fees and court costs shall be an Individual Assessment against the Lot and a personal obligation of the Owner.

k. The Association’s Board of Directors shall have the authority to adopt further rules regulating leasing, as long as such rules are not inconsistent with the terms of this Declaration. The Board of Directors’ authority to further regulate leasing shall include, but not be limited to, tenant screening regulations; mandatory lease agreement provisions; requirements for Owner occupation of a Lot prior to leasing.

l. This section 3.12 is inapplicable to any lease agreement entered into by the Association or any First Mortgagee who takes ownership of a Lot through foreclosure or any transaction in lieu of foreclosure.

2. **Defined Terms.** Except as otherwise defined herein, all capitalized terms in this Amendment shall have the same meaning that was given to such terms in the Original Declaration.

3. **Declarations Remains in Effect.** Except as expressly or by necessary implication amended or modified herein, the terms and conditions of the Original Declaration are hereby ratified and confirmed and shall continue in full force and effect.

By signature below, the Secretary of the Board of Directors certifies this **2019 AMENDMENT TO THE DECLARATION FOR SHADOW MOUNTAIN RANCH AND RESORT** received the approval of Owners holding at least sixty-seven percent (67%) of the votes of Association, and that originals of all written consents or votes are in the corporate records of the Association and are available for inspection.

Signed and effective as of this 10<sup>TH</sup> day of JANUARY, ~~2019~~ 2020

SHADOW MOUNTAIN RANCH AND RESORT,  
a Colorado nonprofit corporation

By: *Robert B. Hunnes*, Secretary

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Boulder )

The foregoing Amendment to the Declaration for Shadow Mountain Ranch and Resort was acknowledged before me by Robert B. Hunnes, Secretary of the Shadow Mountain Ranch and Resort on this 10<sup>TH</sup> day of JANUARY, ~~2019~~ 2020

*V. Austin*  
Notary Public  
My commission expires: 1/12/2023

