

**AMENDMENT TO THE
RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR MEADOWDALE HILLS,
FIRST AND SECOND FILINGS, LARIMER COUNTY, COLORADO**

THIS AMENDMENT ("Amendment") is made and entered by the Property Owners Association of Meadowdale Hills, Inc., a Colorado nonprofit corporation (the "Association"), with the approval or vote of at least the minimum required percentage of owners. This Amendment will be effective upon recording in the records of the Clerk and Recorder of Larimer County, Colorado.

RECITALS

A. The Restated Declaration of Protective Covenants for Meadowdale Hills, First and Second Filings was recorded February 23, 1999 at Reception No. 99015432 in the real property records of Larimer County, Colorado (the "Declaration"). Capitalized terms used herein but not otherwise defined have the meaning given to them in the Declaration.

B. Section 13 of the Declaration provides that the Declaration may be amended with the written consent of at least a majority of the voting members.

C. The Association and Owners desire to amend the Declaration to memorialize restrictions on leasing in the community and simplify the procedures for amending the Declaration going forward, in accordance with the Colorado Common Interest Ownership Act ("CCIOA").

D. Pursuant to the Declaration and CCIOA, at least a majority of voting members have approved this Amendment and determined this Amendment to be reasonable and not burdensome.

NOW, THEREFORE, the Declaration is amended as follows:

1. Amendment. The Declaration is amended by adding a new Section 2.1 as follows:

2.1. Restriction on Short Term Leasing or Renting. "Leasing" or "Renting" for purposes of the Declaration and this Amendment means the regular occupancy of a Lot or residence in exchange for consideration by any person other than the Owner and the Owner's household members. Owners may lease or allow occupancy of their Lot and/or residence upon such terms and conditions as the Owner(s) deem advisable, subject to the Declaration, the Association's rules and regulations, and the following:

(A) All leases and rentals must be for a minimum term of not less than 31 consecutive days.

(B) No Owner is permitted to rent or lease his or her Lot or residence for short-term lodging, transient, or hotel purposes, or for a period of less than 31 consecutive days. Websites, apps, and other hosting platforms such as, but not limited to, VacationLand, Airbnb, Homeaway, Craigslist and VRBO may be monitored.

(C) No Owner may offer or sell any interest in any Lot or residence under a timesharing, interval ownership, vacation club, or similar plan.

(D) All leases or rental agreements will be in writing and will provide that the leases or rental agreements are subject to all terms of the Association's governing documents.

(E) The Owner will cause all residents of his or her lot/residence to comply with the governing documents. The Owner is responsible for all violations by such residents, notwithstanding the fact that such residents are fully liable and may be sanctioned for any such violation.

(F) Any scheme or artifice intended or designed to avoid the short term leasing restrictions set forth in this section, as determined in the Board's sole discretion, is prohibited. For example, and not by way of limitation, the following are prohibited:

(i) if the lease or rental agreement states that the term of occupancy is 31 or more consecutive days, but the renter, lessee, or occupants actually occupies the premises for a significantly shorter period;

(ii) if the lease or rental agreement states that the term of occupancy is 31 or more days, but the actual remuneration or consideration paid is substantially below the estimated fair market rental value;

(iii) if the lease or rental agreement states that the term of occupancy is 31 or more consecutive days, but the lease or rental agreement allows the occupant to terminate the lease or rental agreement without penalty or for a nominal charge.

2. Amendment. Section 13 of the Declaration is amended by deleting that section in its entirety and replacing it with the following:

13. Amendment or Revocation. The conditions, restrictions, stipulations, agreements, and covenants contained in the Declaration shall not be amended or revoked except by the affirmative vote, written consent, or any combination of affirmative vote and written consent of at least a majority of the voting members (each Lot shall have one vote so that the aforementioned reference to majority shall mean a simple majority of the Lots).

3. Conflicting Provisions. The terms and conditions of this Amendment control over any conflicting provision set forth in the Declaration, Articles of Incorporation, or Bylaws and such conflicting provision is of no further force or effect.

4. No Other Amendments. Except as amended by the terms of this amendment, the Declaration shall remain in full force and effect.

5. Validity. Any action to challenge this amendment must be brought within one year of the effective date of the amendment.

[signatures on following page]

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

**PROPERTY OWNERS ASSOCIATION OF
MEADOWDALE HILLS, INC.,**
a Colorado nonprofit corporation

By: [Signature]
President

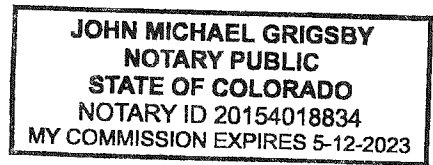
By: [Signature]
Secretary

STATE OF COLORADO)
COUNTY OF Colorado) ss.

The foregoing was acknowledged before me this 20th day of September, 2022, by Kathleen Moran, as President of Property Owners Association of Meadowdale Hills, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 05-12-2023

[Signature]
Notary Public



STATE OF COLORADO)
COUNTY OF Colorado) ss.

The foregoing was acknowledged before me this 20th day of September, 2022, by Brigitte Delisa, as Secretary of Property Owners Association of Meadowdale Hills, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 05-12-2023

[Signature]
Notary Public

