

THIS THIRD AMENDMENT TO FALLS CREEK RANCH PROTECTIVE COVENANTS (this "Amendment") is made as of August 9, 2024, by the undersigned President and Secretary of the Association, who are duly authorized to execute this document on behalf of the Falls Creek Ranch Association, Inc. (the "Association")

RECITALS:

- A. The Owners of Lots within Falls Creek Ranch desire to come into compliance with current Colorado law governing the operation of common interest communities and, in so doing, desire to amend certain noncompliant provision of the Protective Covenants of Falls Creek Ranch recorded at Reception No. 515800 on May 14th, 1985, and that amendment thereto recorded at Reception No. 6226366 on February 3, 1992, and that amendment thereto recorded at Reception No. 6226366 on August 9, 2024 (the foregoing shall be collectively referred to as the "Protective Covenants").
- B. The Owners, by a vote of not less than 67% of the Lot owners holding votes in the Association hereby adopt these Protective Covenants.
- C. All Definitional terms used in this Amendment shall have the same meaning as set forth in the Protective Covenants.

NOW THEREFORE, the undersigned hereby certifies and declares that the protective covenants are hereby amended as follows:

- 1. Covenant 9 shall be deleted.**
- 2. Covenant 11 shall be deleted and replaced with the following:**

All buildings to be erected, altered, placed or permitted to remain on any lot shall be for one single residence and the necessary outbuildings for the convenience of the Lot Owner. These may include a garage for not more than three (3) cars, one (1) guest house and one (1) caretaker quarters all of which shall be considered part of the residential lot. Owners must be absent during any rental period. Owners may not rent their residential lot, or any portion thereof, for less than thirty (30) consecutive days. Only one lease agreement is allowed for the residential lot at a time. If the residential lot, or any portion thereof, is leased or occupied in violation of this Section, the Association will be authorized, in addition to all other available remedies, to levy fines against the Owner, which fines may be set forth in the Association's Covenant and Rule Enforcement Policy or in its Rules and Regulations. Leases may not be subleased or assigned without prior Board approval. Tenants shall enjoy the privileges of the Owners if such privileges are extended to the tenants by the Owner by written agreement; in which case, the Owner may not exercise privileges pertaining to the leased property during the term of the lease. Such assignment of privileges shall be specified in said lease agreement.

The right to vote remains with the Owner and cannot be assigned or transferred to the tenant. An executed copy of the lease agreement (rental amount redacted), clearly stipulating tenant's privileges and obligations and tenant's knowledge of restrictive covenants and regulations, shall be provided to the Secretary of the Association not less than seven (7) days prior to the date of commencement of the lease. No residential lot, or any portion thereof, shall be rented or occupied for transient, vacation, or hotel purposes, including AirBnB, VRBO and other such vacation rental arrangements for less than thirty (30) consecutive days.

3. Covenant 21 The following language shall be added to the current covenant language.

Bee hives may be on the Common Property within the orchard. The bees shall be free to roam. A limited number of chickens may be kept on the Common Property within the orchard. Both are subject to rules and restrictions approved by the Board.

The undersigned Secretary of the Falls Creek Ranch Association, Inc. has certified that the Board received 67% or more of the requisite number of approvals from Owners of Lots within the Association approving this Third Amendment.

IN WITNESS WHEREOF, this Third Amendment to Declaration has been executed and acknowledged by the undersigned President and Secretary of the Association.

Paulette Church

By: Paulette Church

Its: President

State of Oklahoma

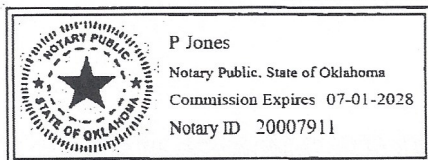
County of Major

The foregoing instrument was acknowledged before on the 09 day of July 2024 by Paulette Church, President of Falls Creek Ranch Association, Inc.

Witness my hand and official seal.

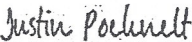
My commission expires 07/01/2028

P Jones



Notary Public

Attest:

DocuSigned by:

2A87D3C6736B4FF

By: Justin Poehnelt

Its: Secretary

Docusign Envelope ID: E8AB69C3-B815-4B39-AD9F-103DE9D601E3



Signed by: P Jones
Time: 2024-08-09 17:00:58 UTC
URL: <https://notarylive.com/tu/cdp/PCQQ7D>
Access ID: PCQQ7D
Pin: GUD4T4

ERECORD Reception #: 1234919 8/13/2024 4:32:26 PM
La Plata County Recorder, Tiffany Lee Page 4 of 4
Rec Fee: \$0.00 Doc Fee \$0.00 Cp