

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR
THE RESERVE AT ESTES PARK
(A Common Interest Community)**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RESERVE (A COMMON INTEREST COMMUNITY) IS MADE THIS 26th DAY OF OCTOBER, 2016, BY THE LOT OWNERS OF THE RESERVE AT ESTES PARK, HEREINAFTER REFERRED TO AS "THE RESERVE".

RECITALS

WHEREAS, the Declarations of Covenants, Conditions and Restrictions for THE RESERVE, was recorded in the records of the Clerk and Recorder of Larimer County, Colorado on October 11, 1996, as Reception No. 96074180;

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions and Restrictions of THE RESERVE was recorded in the records of the Clerk and Recorder of Larimer County, Colorado, on June 21, 2000, as Reception No. 2000041493;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of THE RESERVE provides at ARTICLE XIII, General Provisions, Section 3: Amendments, for alteration or amendment "at any time the then Owners of sixty-seven percent (67%) or more of the Lots so elect through a duly written and recorded instrument.";

WHEREAS, lot owners conducted an election at the annual meeting of The Reserve at Estes Park Homeowners Association on October 26, 2016, regarding an amendment to the Covenants, Conditions and Restrictions, Article II, Section 23, and Article IX, Section 19;

WHEREAS, lot owners attending the annual meeting of The Reserve at Estes Park Homeowners Association on October 26, 2016, or their proxies, cast secret ballots, numbering 31 in favor of the amendment to Article II and Article IX and 2 opposed to the amendment. The total number of lot owners in THE RESERVE was 43 at the date of this Annual Meeting. The amendment was therefore approved by a showing of 31 lot owners representing 72.1% of the total lot owners, exceeding the minimum requirement for approving amendments;

ARTICLE I -- AMENDMENT

Section 1: Article II, Section 23 is amended by addition of the following language: "Lease or rental of residences for residential purposes shall not be considered to be a violation of this covenant so long as the lease

- 1) is for not less than the entire residence and all of the improvements thereon;

- 2) is for a term of at least one (1) year, and

- 3) is otherwise in compliance with rules and regulation as may be promulgated and published from time to time by the Board of Directors. All leases shall be required to be in writing, and, prior to the commencement of any such lease, the owner shall provide the Secretary of the Association and the managing agent of the Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. In no event shall the Residence or any part thereof, be rented, leased or occupied as an accommodation including, but not limited to, short-term rental, vacation home or rental, or Airbnb."; and

Section 2: Article IX, Section 19 Residential Use is amended to read as follows:

"All Lots shall be used only for Residential Use as defined in Section 23 of Article II of this Declaration as amended."

IN WITNESS WHEREOF, THE RESERVE AT ESTES PARK HOMEOWNERS ASSOCIATION has caused this Amendment to the Covenants, Conditions and Restrictions to be executed as of the day and year first above written.

By _____
Thomas C. Dority, Secretary
The Reserve at Estes Park
Homeowner's Association

STATE OF COLORADO)
)ss.
County of Larimer)

On this _____ day of November 2016, before me _____, a Notary Public in and for said state, personally appeared Thomas C. Dority, Secretary of The Reserve Homeowners' Association, known to me to be the person who executed the within SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RESERVE (A Common Interest Community) and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public
My Commission expires: