

**THIRD AMENDMENT TO THE REVISED DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR REAL PROPERTY IN  
MAYSVILLE MEADOWS, CHAFFEE COUNTY, COLORADO**

This constitutes the Third Amendment to the Revised Declaration of Covenants, Conditions, Restrictions, and Easements for Real Property in Maysville Meadows, Chaffee County, Colorado, as recorded on June 28, 2017, at Reception No. 435229, in the records of the Chaffee County Clerk and Recorder (the "Declaration").

WHEREAS, the Association desires to amend Article 2 of the Declaration to add provisions relating to leasing/rental of Owner's residences; and

WHEREAS, this Amendment has been approved by the requisite number of votes in accordance with Colorado law and with Article 9, Section 9.1, of the Declaration as set forth in the Second Amendment to the Revised Declaration of Covenants, Conditions, Restrictions, and Easements for Real Property in Maysville Meadows, Chaffee County, Colorado.

WHEREFORE, the following amendment is made to the Declaration:

(1) Article 2 of the Declaration is hereby amended to include a new Section 2.7 as follows:

Section 2.7 – Leases/Rentals. An Owner has the right to lease/rent that Owner's residence upon such terms and conditions as such Owner may deem advisable; provided, however, that:

(a) the Owner must provide prior written notification to the Association of the intent to engage in such leases/rentals no less than seven (7) days prior to occupancy by each new tenant. Said notification must include evidence of or commitment to compliance with the terms specified below;

(b) the Owner must retain primary responsibility for ensuring tenant/guest compliance with the terms of this Revised Declaration and the Association Rules and Regulations. While an Owner may contract with a third party, such as a real estate brokerage or property management agency, the Association will not contact or communicate with such third party or an Owner's tenants/guests. All contact and communication by the Association will be conducted directly with the Owner;

(c) any failure on the part of the tenant/guest, or their invitees, to comply with the terms of this Revised Declaration and the Association Rules and Regulations will constitute a default by the Owner;

(d) the Owner must provide personal contact information, including mailing and physical address, telephone number (landline and cell phone, as applicable), and electronic mail address, to the Association to support resolution of issues that may arise during the lease/rental;

(e) the Owner must comply with federal, state, and county laws that pertain to such leases/rentals, including, but not limited to, registration and/or licensing with the appropriate agencies, compliance with the applicable tax codes, and acquisition of the minimum required insurance;

(f) any such lease/rental must be executed under a written, legally binding lease/rental agreement, the terms of which must include a specific provision whereby the tenant/guest has read and agrees to comply with the terms of this Revised Declaration and the Association Rules and Regulations, copies of which must be provided to the tenant/guest by the Owner;

(g) all lease/rental agreements must provide that the Association shall have the ability to enforce the terms of the lease/rental agreement as a third party beneficiary;

(h) the primary tenant/guest must be at least twenty five (25) years of age and must live in the residence;

(i) a tenant/guest may not sublet a leased/rented residence, except in accordance with the terms of the lease/rental agreement and Colorado law;

(j) lease/rental of a Lot upon which no primary single-family residence exists (i.e., vacant Lot) and lease/rental of accessory structures and temporary structures/accommodations are prohibited;

(k) the duration of any lease/rental must be at least one hundred eighty (180) days in length;

(l) no residence, accessory structure, temporary structure/accommodation, or vacant Lot may be leased/rented for short-term leases/rentals (i.e., any lease/rental less than one hundred eighty [180] days in length), including, but not limited to vacation leases/rentals, bed and breakfast inns, lodges, boarding houses, retreat centers, or similar accommodations. Nor shall an Owner sell or lease any interest in a residence under a "timesharing," "interval ownership," "fractional ownership," or "house exchange" plan, or any similar plan.

(2) Effect. The Association has authorized the President to execute this Amendment, which must be attested to by the Secretary of the Association. This Amendment shall be effective as of the date recorded in the records of the Chaffee County Clerk and Recorder.

