

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PARCEL G - THE PINES, EAST VILLAGE P.U.D.
TOWN OF SNOWMASS MILLGE, COLORADO

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARCEL G - THE PINES, EAST VILLAGE P.U.D. TOWN OF SNOWMASS VILLAGE, COLORADO ("**Amendment**") is approved and effective this 22nd day of August 2022, by the undersigned.

RECITALS

A. The community known as the Pines – East Village was created pursuant to the Declaration of Covenants, Conditions and Restrictions for Parcel G-The Pines, East Village P.U.D. Town of Snowmass Village, Colorado recorded on October 14, 1994, in Book 764 at Page 344 as Reception No. 375299 in the Pitkin County Records, Colorado (collectively referred to as the "**Declaration**").

B. The community is governed by The Pines – East Village Homeowner's Association, Inc., a Colorado non-profit corporation (the "**Association**").

C. Defined terms from the Declaration, such as Owner, shall have the same meaning when used herein.

D. In accordance with Section 13.4 of the Declaration, the Declaration may be amended, in whole or part, from time to time, by the Owners holding sixty-seven percent (67%) or more of the votes outstanding and entitled to be cast under the Bylaws. Any such amendment shall be in writing, signed and recorded in the Pitkin County records.

E. The Declarant, Snowmass Land Company, an Illinois general partnership, must consent to any amendment so long as the Declarant owns a Lot within the Association. The Declarant no longer owns any Lots within the Association; therefore, no consent of the Declarant is required.

F. Article IX B. of the Articles of Incorporation of The Pines – East Village Homeowners Association, Inc. filed with the Colorado Secretary of State on September 22, 1994, provides that the members shall be entitled to one vote for each of the Lots owned by such member. There are 51 Lots for a total of 51 votes.

G. Article 3 of the Bylaws of the Pines – East Village Homeowner's Association, Inc. provides that an annual meeting shall be held by the Board each year and that special meetings may be called by the President or by a majority of the Board.

H. The certificate of the Association attached hereto as Exhibit A confirms that the affirmative votes of the requisite percentage of Owners entitled to vote have been obtained to amend the Declaration by this Amendment.

I. The purpose of this Amendment is to regulate short term rentals of less than thirty consecutive days to protect the property values of the Lots, ensure the security of the Owners and to maintain the Owners' expected quality of life.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, from and after the execution of this Amendment by the Association and the recording hereof in the Office of the Clerk and Recorder of Pitkin County, Colorado, the Declaration shall be deemed and hereby is amended as follows:

1. New Section 4.25 shall be added to the end of Section 4, titled "Provisions Applicable to the Lots":

"4.25 Rental/Leases.

- (a) Any lease agreements, rental agreements or other agreement of any kind ("**Rental**") allowing a tenant, renter, guest or person other than an Owner (collectively referred to as "**Renter**" or "**Renters**") to use a Lot or the improvements thereon shall provide that the Renter comply in all respects to the provisions of all applicable zoning, building codes and applicable regulatory requirements, including any established by law, the Declaration, as amended, the Articles of Incorporation, Bylaws and rules and regulations of the Association (hereinafter generally referred to as governing documents), and that any failure of a Renter to comply with the terms and provisions of such documents shall be a default under the lease, which will have the consequences set forth in the governing documents.
- (b) Any Rental which is less than thirty (30) consecutive days is prohibited. Notwithstanding the foregoing, a Lot may be rented up to two (2) separate times each calendar year for a "**Short Term Rental.**" For the purposes herein, the term "Short Term Rental" shall mean any rental of at least fourteen (14) consecutive days but less than thirty (30) consecutive days. In the event that a Short Term Rental begins in December and ends in January, the Short Term Rental shall be considered a rental in the year it begins.
- (c) No Lot shall be used as a short-term lodge, a bed and breakfast, or for any other tourist accommodation purpose among unrelated family members or other than as legitimate guests of Owners.
- (d) Owners engaging in Rentals are responsible for procuring the appropriate business licenses and to remit any required taxes.
- (e) Renters may not sublet their Rental. Renters and/or their immediate family members must be present if Renter has a guest at the Project.
- (f) Renters are prohibited from conducting any commercial business on the Lot or upon any Association property.

- (g) Renters are required to park all vehicles within the driveway of the property rented. There is no other parking for Renters.
- (h) Renters must comply with all laws, rules and regulations regarding noise and nuisance abatement.
- (i) Any damages caused by the Renter are the responsibility of the Lot Owner and such Lot Owner will pay for the costs to remedy any such damage.
- (j) Each Owner shall provide the phone number and email address of a contact person for each Rental to the Association's Manager; such contact person shall be either the Owner or the Owner's local representative.
- (k) Owners in violation of these provisions will be subject to a fine assessed in accordance with the Association's fine schedule, as such may be amended from time to time.
- (l) Owner shall ensure that all Renters follow the governing documents and all rules and regulations of the Association. The Owner shall be subject to a fine assessed in accordance with the governing documents if a Renter violates the governing documents or the rules and regulations.
- (m) Any Owners or their Renters which violate this Section 4.25 shall be prohibited from future Rentals until the violation is cured and all applicable fines have been paid.
- (n) After notice and an opportunity for a hearing, the Board may require an Owner to evict any Renter who has violated any provisions of the governing documents, the Rental Rules and Regulations or other rules and regulations established by the Board.
- (o) The Board is authorized, in addition to such other authority as exists under law, to make rules and regulations in furtherance of the restrictions herein."

2. New Section 4.27 shall be added to the end of Section 4, titled "Provisions Applicable to the Lots":

"4.27 Interval Ownership Prohibition. It is prohibited for any Lot to be offered, leased, rented, sold or to be made subject to any interest under an Interval Ownership Plan (defined herein). Additionally, no Owner shall consign and/or leave to the possession of a third party to donate, sell, or auction vacation rentals in a Lot. An **"Interval Ownership Plan"** is defined as a timeshare, a vacation club that owns or operates real estate properties (where the real estate is designed to operate for transient occupancy by a recognized operator of vacation clubs or an entity controlled and or managed thereby), a fractional ownership plan by which there are separate deeded shares for multiple ownership of a Lot, any agreement by which more than one Owner may utilize a Lot, or any other arrangement by which multiple owners may have use of a Lot. Notwithstanding the foregoing, a fractional ownership plan which does not exceed two (2) separate ownership interests among unrelated family members shall be allowed."

3. New Section 4.28 shall be added to the end of Section 4, titled "Provisions Applicable to the Lots":

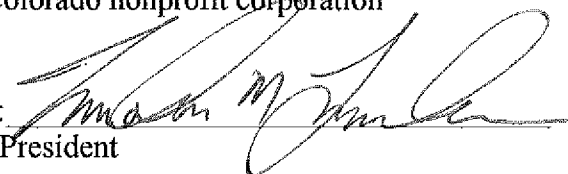
"4.28 Penalty. Any Owner found to be in violation of Section 4.25 shall forfeit and pay to the Association the amount of rent or other compensation, collected for any rental in violation of Section 4.25, in addition to such reasonable fine as may be imposed by the

Board or other appropriate legal and equitable relief as may be sought by the Board acting on behalf of the Association or other Owner enforcing the provisions of Section 4.25.”

4. The Declaration, as amended hereby, remains in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and the Declaration, the provisions of this Amendment shall govern and control.
5. This Amendment will be governed by and interpreted in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the Association has executed this Amendment on the day and year first above written.

THE PINES – EAST VILLAGE
HOMEOWNER’S ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: 
President

State of Colorado)
)ss.
County of Pitkin)

The foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Parcel G-The Pines, East Village P.U.D. Town of Snowmass Village, Colorado was acknowledged before me this ____ day of _____, 2022 by _____, President of The Pines – East Village Homeowner’s Association, Inc.

My commission expires:
Witness my hand and official seal.

Notary Public

SEE ATTACHED CERTIFICATE

ALL - PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On August 24, 2022 before me, Serena Elizabeth Merlino Notary Public
(Here insert name and title of the officer)

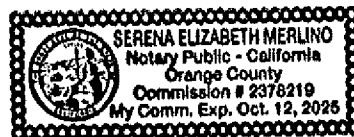
personally appeared Timothy M Lindenfelser,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Serena Merlino
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

First Amendment

(Title or description of attached document)

Pines Declaration

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a stapler.

EXHIBIT A

CERTIFICATION OF THE SECRETARY OF THE ASSOCIATION

I, Thomas E. O'Connor, Secretary of The Pines – East Village Homeowner's Association, Inc. hereby certify that the requisite number of votes were made in favor of amending the declaration as follows:

Owners FOR: 36

 AGAINST: 4

 NO RESPONSE: 11

THE PINES – EAST VILLAGE
HOMEOWNER'S ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: Thomas E. O'Connor
Secretary

STATE OF COLORADO)
)ss.
COUNTY OF Pitkin)

The foregoing was acknowledged before me this 20th day of August, 2022, by Thomas E. O'Connor, as Secretary of The Pines – East Village Homeowner's Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: Feb 6, 2023.

Cara L. Haugan
Notary Public

