RESOLUTION OF THE OWNERS OF LOTS IN THE DIVIDE SUBDIVISION AND MEMBERS OF THE DIVIDE HOMEOWNERS ASSOCIATION AMENDING SECTION 3.1 OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DIVIDE TO FURTHER REGULATE SHORT TERM RENTALS IN THE DIVIDE SUBDIVISION

The following Resolution was adopted by the Owners of Lots in The Divide Subdivision and Members of The Divide Homeowners Association at the annual meeting of the Members on December 29, 2022 and consented to in writing by the Owners of Lots in The Divide Subdivision.

WHEREAS, potential adverse impacts arising from the short-term rental and occupancy of properties in The Divide may be experienced by Divide Lot Owners and Members of The Divide Homeowners Association, which short term rentals and occupancies are deemed to be in violation of The Divide Declaration and the Master Declaration of Protective Covenants for Snowmass-at-Aspen Residential Area, which requires that Lots in The Divide shall be used only for single family residential purposes; and

WHEREAS, the Board of Directors of the Association has recommended to the Lot Owners in The Divide Subdivision and Members of the Association that the Declaration of Covenants, Conditions and Restrictions for The Divide recorded in Book 600 at Page 610, office of the Pitkin County Clerk and Recorder ("The Divide Declaration") be further amended to further clarify and emphasize that short term rentals and vacation type occupancies by persons unrelated to the Owners of Lots shall not be permitted and to preclude rentals or occupancy of Lots for purposes of vacation type rental income or house sharing or other type of short term occupancy in The Divide for any period of less than thirty (30) days, except for one short-term rental for a period of not more than fourteen (14) days per year, and that any marketing of a home in The Divide for rental shall be for only a single family, and that any Owner found to be in violation of this restriction shall forfeit and pay to the Association the amount of rent or other compensation or consideration equivalent collected for any rental or occupancy arrangement in violation of this restriction, in addition to such reasonable fine as may be imposed by the Board of Directors or other appropriate legal and equitable relief as may be sought by the Board of Directors acting on behalf of the Association, and that variances be granted only in accordance with the provisions of Article 6.1 of The Divide Declaration.

NOW, THEREFORE, be it resolved by the owners of Lots in The Divide Subdivision and Members of The Divide Homeowners Association as follows:

Section 1: That Section 3.1 of the Declaration of Covenants, Conditions and Restrictions for The Divide shall be amended to read as follows:

3.1 Residential Use/Rental/Leases.

3.1.1 Each Lot shall be used only for single family residential purposes and such accessory uses as may be permitted by the Land Use Development Code of the Town or as the same may be amended. No residence on a Lot shall be leased for any period of less than thirty (30) days, except for one (1) short-term rental within any calendar year of a period not to exceed fourteen (14) days. Each residence constructed on a Lot shall be occupied only by a single family consisting of one or more persons all related by blood or marriage and legitimate guests and employees (who pay no consideration for such occupancies). Any

residence may be rented to or occupied by a single-family from time to time, subject to such rules and regulations established by the Board. No residence on a Lot shall be rented or occupied for any period of less than thirty (30) days by persons other than the Owner or such Owner's family members and/or legitimate guests and employees (who pay no consideration for such occupancy) except for one short-term rental for a period of not more than fourteen (14) days per year. No residence on a Lot shall be used or occupied for short-term lodge, bed and breakfast, fractional, destination and private residence club, or tourist accommodation type uses or other such arrangement by which consideration, whether monetary or otherwise, is received by the Owner in connection therewith. Any marketing of a property for rental shall be for only a single family. 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. 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. A prohibited "Interval Ownership Plan" includes 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. Any Owner found to be in violation of this restriction shall forfeit and pay to the Association the amount of rent or other compensation or consideration equivalent collected for any rental or occupancy arrangement in violation of this restriction, plus three (3) times the amount of such rent or other compensation or compensation equivalent, in addition to such reasonable fine as may be imposed by the Board of Directors or other appropriate legal and equitable relief as may be sought by the Board of Directors acting on behalf of the Association, and that variances may be granted only in accordance with the provisions of 6.1 of The Divide Declaration.

3.1.2 All rentals of a residence and the names and addresses of all persons authorized to occupy and use a residence other than the title owners shall be registered in advance with the Association manager, which registration shall include a copy of the rental or occupancy agreement and specify the occupant's relationship to the Owner, the anticipated length of stay, and whether or not any income will be paid for the right to occupy the residence. The Owner of the Lot or any person who rents or allows occupancy in a residence shall, prior to the execution of any lease or occupancy arrangement, furnish to the prospective tenants or occupants a copy of the Declaration, the Articles, the Bylaws and the Association Rules and Regulations or refer such persons to an online posting of such documentation, and provide the Association or its designee with a signed receipt by the prospective tenant or occupant for such documents. The receipt from the prospective tenant or occupant obtained by the Owner shall be delivered to the Association at least one week before the date of the lease or occupancy agreement or the date the tenant or occupant is entitled to occupy the residence. Each Owner or other person who rents or allows occupancy of a Lot shall provide to the Association in advance of, and as a condition to, such rental and occupancy, the name and contact information of each adult

tenant or occupant, the time period of the occupancy, and a description and license plate numbers of all occupancy vehicles, and pay any applicable fees established by the Board for such registration.

3.1.3 Any lease agreements, rental agreements or other agreement of any kind allowing a tenant, renter, guest or person other than an Owner 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.

3.1.4 Owners engaging in Rentals are responsible for procuring the appropriate business licenses and to remit any required taxes. Renters shall not sublet their Rental. Renters and/or their immediate family members must be present if Renter has a guest at The Divide. Renters are prohibited from conducting any commercial business on the Lot. Renters are required to park all vehicles within the driveway of the property rented. Renters must comply with all laws, rules and regulations regarding noise and nuisance abatement. 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.

3.1.5 Owners shall be obligated as follows regarding any rental:

3.1.5.1 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.

3.1.5.2 Any Owner or their renters who violate this Section 3.5 shall be prohibited from future rentals until the violation is cured and all applicable fines have been paid.

3.1.6 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.

3.1.7 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.

Section 2: The officers of the Association are hereby authorized and directed to take such action as appropriate to finalize and record in the records of Pitkin County the aforesaid amendments to the Declaration of Covenants, Conditions and Restrictions for The Divide.

(The preceding Resolution was consented to in writing by 30 Members of The Divide Homeowners Association, which is two-thirds or more of the votes outstanding and entitled to be cast under the By-laws.)

THE DIVIDE HOMEOWNERS ASSOCIATION

By: _____
John Muns, President

I, Arthur Soares, duly appointed and acting Secretary of the Board of Directors do certify that the foregoing is a true and accurate copy of the Resolution adopted by the Members of The Divide Homeowners Association at the annual meeting of the Members held on December 29, 2022.

_____
Arthur Soares, Secretary

CERTIFICATE OF AMENDMENT

In accordance with Section 13.4 of the Declaration of Covenants, Conditions and Restrictions for The Divide, Town of Snowmass Village, Colorado, recorded in Book 600 at Page 610, Pitkin County records, attached hereto are executed, acknowledged instruments of the members holding two-thirds or more of the votes outstanding and entitled to be cast under the amendment to Section 3.1 of the Declaration agreeing to the foregoing Resolution and representing the following 30 Lots in The Divide:

Lot 2	Lot 21
Lot 4	Lot 22
Lot 5	Lot 23
Lot 6	Lot 24
Lot 7	Lot 25
Lot 8	Lot 27
Lot 9	Lot 28
Lot 10	Lot 29
Lot 12	Lot 30
Lot 14	Lot 32
Lot 15	Lot 34
Lot 17	Lot 37
Lot 18	Lot 38
Lot 19	Lot 39
Lot 20	Lot 42

THE DIVIDE HOMEOWNERS ASSOCIATION

By: _____
John Muns, President