



**AMENDMENT
TO THE
DECLARATION OF PROTECTIVE COVENANTS for
EAGLE PEAK RANCH**

THIS AMENDMENT is made this 24 day of April, 2017.

RECITALS

A. Eagle Peak Ranch Property Owners Association was created by recording a Declaration of Protective Covenants for Eagle Peak Ranch in the real property records of the County of Fremont, State of Colorado, on February 21, 1992 at Reception No. 587324, Book 1038 Page 14 ("Original Declaration") as Amended December 27, 2001 at Reception 741946 Amendment to Declaration of Protective covenants for Eagle Peak Ranch ("1st Amendment to Declaration") and as Amended December 27, 2001 at Reception 741947 Amendment to Declaration of Protective covenants for Eagle Peak Ranch ("2nd Amendment to Declaration").

B. The Original Declaration provides for and allows for this Amendment to the Declaration of Protective Covenants for Eagle Peak Ranch (the "Amendment") in Article XV, which provides as follows, in pertinent part:

TERMS OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the land owners has been recorded, changing said covenants in whole or part.

C. C.R.S. §38-33.3-217(1)(a)(I) provides that the declaration "may be amended only by the affirmative vote or agreement of lot owners of lots to which more than fifty percent of the votes in the association are allocated or any larger percentage, not to exceed sixty-seven percent, that the declaration specifies."

D. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

E. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome.

F. The undersigned, being the President and Secretary of the Association, hereby certify that the Association has obtained the affirmative vote or agreement of lot owners to which at least 51% of the votes in the Association are allocated. Alternatively, the Association has obtained approval for this proposed Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act.

NOW THEREFORE,

I. Amendments. The Original Declaration is hereby amended as follows:

(a) **Deletion and Addition.** Covenant II is hereby deleted and the following Covenant II is hereby added:

COVENANT II. DWELLINGS, OUTBUILDINGS, AND LOTS: No permanent dwelling structure shall be built on Eagle Peak Ranch that is less than 1000 square feet of living space, unless such structure is given prior approval from the Property Owners Association.

Outbuildings, including but not limited to barns, sheds and detached garages, shall comply with this Declaration, the Rules and Regulations adopted by the Association, and local zoning, control and regulation.

All Lots within Eagle peak Ranch shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Lots shall not be used for any purpose other than a residential dwelling and associated outbuildings secondary to the dwelling.

Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot and do not change the residential character thereof, comply with local zoning ordinances and regulations and comply with this Declaration. External advertising of any kind is prohibited, except the customary and reasonable placement of signs associated with the sale or rental of a dwelling and/or lot.

In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner. No use that is detectable by sight, sound, or smell from outside a dwelling shall be allowed. Uses which have one or more of the following characteristics are not permitted: (i) manufacturing or fabrication of any kind; (ii) storage of hazardous material; (iii) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (iv) permanent or long term parking of heavy equipment, including semi-trailers; (v) the use or rental of any structure on a Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.

(b) **Deletion and Addition.** Covenant IV is hereby deleted and the following Covenant IV is hereby added:

COVENANT IV. SET BACKS: No improvement may be placed on an owner's Lot unless it complies with the setback requirements of Fremont County, but in no event shall it ever be less than 50 ft.

"Improvement" means any building, structure or other improvement (including, without limitation, all fixtures and improvements contained therein) located on the Lot.

(c) **Deletion and Addition.** Covenant VIII is hereby deleted and the following Covenant VIII is hereby added:

COVENANT VIII. ANIMALS: Livestock and poultry may be kept for the personal use of each lot owner. Commercial feed lots and swine are prohibited in Eagle Peak Ranch.

(d) Addition. Covenant XVII is hereby added:

COVENANT XVII. PROHIBITION OF MARIJUANA DISTRIBUTION AND GROWING: No owner or occupant of a Lot may utilize such Lot for the purpose of growing or distributing marijuana or medical marijuana. The cultivation of marijuana for personal use {not more than 6 plants per lot} is permitted subject to full compliance with all applicable constitutional statutory and regulatory requirements of the State of Colorado and ordinances and resolutions of the County of Fremont.

II. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments, the Declaration shall remain in full force and effect.

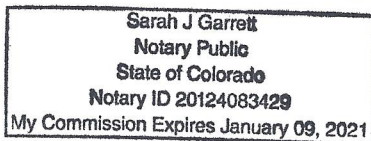
IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

Eagle Peak Ranch Property Owners Association

By: Larry C. Yarger
President

STATE OF COLORADO)
) ss.
COUNTY OF Fremont)

Subscribed and sworn to before me this 24th day of April,
2017, by Larry C. Yarger (Board President.)
My commission expires: January 09, 2021



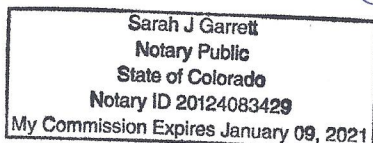
Sarah J. Garrett
Notary Public

Eagle Peak Ranch Property Owners Association

By: Margaret M. Yarger
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Fremont)

Subscribed and sworn to before me this 24th day of April,
2017, by Margaret M. Yarger (Board Secretary).
My commission expires: January 09, 2021



Sarah J. Garrett
Notary Public