

FURTHER AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF SINGLE FAMILY OCCUPANCY AND LEASING

THIS FURTHER AMENDMENT is made effective as of
the date on which it is recorded in the real
property records of El Paso County, Colorado.

WITNESSETH:

WHEREAS, Green Valley Ranch Homeowners
Association recorded that certain Declaration of
Covenants, Conditions, Restrictions and
Easements of Pinon Valley Filing No. 6 in the
real property records of El Paso County,
Colorado (hereinafter called the "Declaration").

WHEREAS, the Green Valley Ranch Homeowners
Association desire to make this Further
Amendment.

WHEREAS, the Association desires to define
further "residential uses" as provided in this
Further Amendment.

NOW, THEREFORE, the Green Valley Ranch
Homeowners Association do hereby amend the
Declaration as provided herein and declare that
the following covenants, terms, provisions and
restrictions shall run with the real property
described in the Declaration, shall be a burden
upon any person or party acquiring, encumbering,
owning, leasing or otherwise holding any
interest in said real property, and shall be
incorporated into the Declaration as originally
set forth therein.

1. The following is added as Section 2.4(d) of the Declaration:

"(d) Leasing and Occupancy Restrictions. An Owner may lease or allow the use of his or her Unit for private residential single family occupancy purposes subject to the following:

1. Limitation to Single Family Occupancy. All Owners and occupants shall comply with the Association's Declaration and Rules. Each Unit shall be occupied and used as a private dwelling for the Owner and members of his family, guests and tenants for single family residential purposes only and the Board of Directors may make Rules which limit the maximum occupancy permitted upon Units in the subdivision.

"Single family" is defined as persons related by blood, birth, marriage, civil union, legal adoption or legal custody. The foregoing definition is controlling regardless of any definition in the City of Colorado's zoning code or any other governmental law or regulation. No person shall occupy any Unit in the Neighborhood unless that person is a member of a single family as defined above, or is a guest who must not occupy the Unit for more than thirty (30) days per calendar year.

2. Other Types of Maximum Occupancy Prohibited. All Units in the Neighborhood shall be used exclusively for private single family residential purposes. No Unit shall be leased, occupied or rented unless the following

conditions are met: (a) the initial term of any lease or other rental arrangement shall be at least six (6) months in duration, and thereafter, no lease or rental arrangement shall be for any period of less than thirty (30) continuous, consecutive days; (b) rental or occupancy for profit for short-term, vacation, time-sharing, transient or hotel type purposes is prohibited; that includes any rental if the occupants are provided with any lodging services, such as food and beverages, maid service, furnishing laundry and linen, and recreational amenities; (c) any group home, boarding house, multi-family occupancy, or occupancy by unrelated persons not constituting a single family is prohibited; (d) no Owner may lease less than his entire Unit; (e) all leases shall be in writing; (f) all leases shall provide that the terms of the lease, and the Tenant's occupancy of the Unit shall be subject in all respects to the provisions of the Association's Declaration and its Rules; and (g) the Association's Board may require that an Owner submit a copy of each lease or occupancy agreement to the Board, and to enforce it against the Tenant. "Tenant" is defined as any person occupying a Unit pursuant to any rental arrangement or lease.

3. Enforcement. The Owner shall be responsible for the conduct of any and all occupants and guests at the Unit, including the Tenant and the Tenant's family, guests and others on the

premises with Tenant's consent ("Tenant's Guests") in order to assure their compliance with the Association's Declaration and Rules and shall indemnify and hold the Association harmless from failure to comply by such occupants or guests. Owner and Tenant agree that violation by the Tenant or Tenant's Guests of Association's Declaration or Rules shall constitute a default under the Tenant's lease and may also subject the Owner and Tenant to a fine and other remedies set forth in the Association's Declaration and Rules. The Tenant and the Owner shall be jointly and severally liable for all fines, reasonable attorney fees and loss or damage sustained by the Association as a result of the acts or omissions of Tenant or Tenant's Guests.

4. Further Rules. The Board may, in its sole discretion, adopt, amend, repeal and enforce any and all Rules which the Board may deem necessary or desirable with respect to the enforcement, interpretation, or implementation of the Declaration and this Amendment. Any such Rules shall be reasonable and fairly applied, as determined by the Board in its sole discretion, and shall be effective upon adoption by resolution of the Board. Each Owner, family member, tenant, or other person or party within the Community shall comply fully and strictly with the Rules. The Rules shall have the same force and effect as if they were originally set forth in and were part of the Declaration, and

shall be deemed incorporated therein. Each Rule shall be presumed to be valid and not in conflict with the Declaration. If any provision of this Amendment or of the Rules shall conflict with any governing document of a Subassociation within the Community, the more restrictive provision shall apply, as determined by the Board in its sole discretion.

Except as amended hereby or previously amended, all of the definitions, covenants, terms, provisions, restrictions and obligations contained in the Declaration are hereby ratified, confirmed and continue in full force and effect as originally set forth therein and shall fully apply hereto.