

**RED ROCKS VALLEY**  
**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF**  
**COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**Article IV. Sections 17. 1-3.**

This Amendment (the "Amendment") is made and declared this 15th day of December, 2023, by Red Rocks Valley Homeowners Association, Inc., a Colorado non-profit corporation (the "Association").

A. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley was recorded in the records of the Mesa County Clerk and Recorder (the "Clerk") on September 17, 2012, at Reception No. 2625703 (the "Declaration"). All terms used in this amendment have the same meaning as the terms in the Declaration unless specifically provided otherwise.

B. Pursuant to Chapter Six, §5.a of the Declaration, the Declaration may be amended by the vote or agreement of the Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated. One (1) vote is allocated to each Lot by Chapter Two, §2 of the Declaration.

C. The Declaration encumbers and runs with the title to the lands shown and depicted on Exhibit A, Exhibit B, and Exhibit C attached to the Declaration, as amended, or so much thereof as may have been properly annexed to the Common Interest Community pursuant to Chapter 5 of the Declaration from time to time.

D. At the time of the adoption of this Amendment, there are a total of seventy-one (71) Lots within the Common Interest Community as more fully provided in that certain First Amendment to Third Supplemental Declaration to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Red Rocks Valley recorded November 24, 2021, at Reception No. 3009380 in the records of the Clerk.

E. Consistent with the requirements of the Declaration as modified by applicable Colorado law, Owners of at least forty-eight (48) Lots within the Common Interest Community at the time of the adoption of this Amendment voted to amend the Declaration as provided herein.

THEREFORE, the Declarant makes the following amendments to the Declaration:

1. Chapter 4, Art. I, § 17 is amended in full to provide:

Occupancy, Leasing. Any use or occupancy of any Lot by any tenant, guest, invitee or other occupant is subject in all respects to the provisions of this Declaration.

All leases or agreements for any use or occupancy of any site (regardless of form, a "Lease") shall be in writing, and specifically provide that any failure by any tenant, occupant, guest or invitee to comply with the terms and provisions of the Declaration is a default under the Lease. Owners may Lease their sites for residential purposes only. No time-sharing or other forms of interval ownership shall be permitted, nor shall hotel, boarding house, short term or vacation rental be permitted on any terms.

2. Chapter 4, Art. I is further amended by the addition of a new section 17.1, which provides as follows:

Short Term Rental Requirements. If the term of any Lease, as defined above, is less than thirty (30) days (each, a "Short Term Rental"), then in addition to the other requirements of this Declaration, the Owner of the Lot shall apply for and obtain permission from the Association to operate a Short Term Rental on the Lot. The Association shall act to grant or deny any request for Short Term Rental through its Executive Board and in accordance with any Rules concerning Short Term Rental approval as the Association may properly adopt from time to time. Any Short Term Rental entered into prior to obtaining approval required by this section shall be null, void and of no force or effect whatsoever. Any Lot whose Owner can demonstrate based on reasonably objective evidence acceptable to the Executive Board, in its sole discretion, that its Lot was consistently used for Short Term Rental prior to the recording of this Amended in the records of the Clerk shall be exempt from the requirements of this section. All applications for approval to operate any Short Term Rental shall demonstrate, at a minimum, the following to the reasonable satisfaction of the Executive Board:

- a. The Owners has obtained and thereafter maintained all governmental permits or other approvals as may be required for the lawful operation of a Short Term Rental pursuant to federal, state, and local law and regulation, specifically including, without limitation, the requirements of the City of Grand Junction Municipal Code;
- b. The total number of approved Short Term Rentals within the Common Interest Community, including the Short Term Rental under consideration for approval, does not exceed three percent (3%) of the Lots in the Common Interest Community at the time of application; and
- c. The operation of the proposed Short Term Rental will not present any undue burden on neighboring property owners or the Common Interest Community as a whole and will not unreasonably interfere with the peaceful operation and management of the Association's affairs.

3. Except as amended above, all provisions of the Declaration, as amended, remain in full force and effect.

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**Notary**

State: Colorado County: Mesa

Jennifer Rhany Personally appeared

before me on this 2<sup>nd</sup> day of Feb.

Aspen Ciera Satterfield

Notary Public

My Commission Expires on: 09/11/2027

ASPEN CIERA SATTERFIELD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20234034790  
MY COMMISSION EXPIRES 09/11/2027

President's Signature: Jennifer Rhany

Date: 2/2/2024