

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR PONCHA MEADOWS FILING NO. 1,
BLOCK 5, TOWN OF PONCHA SPRINGS, CHAFFEE COUNTY COLORADO**

*****THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PONCHA MEADOWS
FILING NO. 1, BLOCK 5, TOWN OF PONCHA SPRINGS, CHAFFEE COUNTY
COLORADO IS GIVEN TO CORRECT THE EASEMENT GRANT AND AGREEMENT
RECORDED AS RECEPTION NO. 480223 IN THE REAL PROPERTY RECORDS OF
THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY,
COLORADO *****

This First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Poncha Meadows Filing No. 1, Block 5, Town of Poncha Springs, Chaffee County, Colorado (the “**First Amendment**”) is made effective as of the 6th day of May, 2022 by QP Poncha, LLC a Colorado limited liability company (the “**Declarant**” or “**Successor Declarant**” as applicable).

BACKGROUND

- Poncha Meadows, LLC (the “**Initial Declarant**”) recorded the Declaration of Covenants Conditions Restrictions and Easements for Poncha Meadows Filing No. 1, Block 5, Town of Poncha Springs, Chaffee County, Colorado (the “**Declaration**”) in the office of the Chaffee County Clerk and Recorder on March 10, 2021 at Reception No. 468359.
- The Initial Declarant transferred the Property to the Successor Declarant on May 10, 2021 pursuant to the Special Warranty Deed recorded in the office of the Chaffee County Clerk and Recorder on May 5, 2021 as Reception No. 470299.
- The Initial Declarant assigned its Declarant Rights to the Successor Declarant pursuant to the Assignment of Declarant Rights recorded in the office of the Chaffee County Clerk and Recorder on November 23, 2021 as Reception No. 476084.
- Section 10.1 of the Declaration provides that, “prior to the transfer of the first Lot to any third party not related to or associated with Declarant, Declarant may amend this Declaration and the Plat at the Declarant’s sole discretion.”
- Exhibit A to this First Amendment (the “**Site Plan**”) shows the approximate locations of all, driveways, parking areas and structures to be located upon the Property.
- Declarant has determined to amend the Declaration to comport with the modified uses of the Property and to accommodate the Site Plan.

AMENDMENT

1. All capitalized terms not otherwise defined in this First Amendment shall have the meaning given in the Declaration. Except as specifically modified by this First Amendment, the terms and conditions of the Declaration shall remain unchanged.

2. Section 1.5.4 of the Declaration is hereby amended and restated in its entirety as follows:

“1.5.4 All Lots shall be entitled to construct garages as shown on the Site Plan.”

3. Section 2.5.1 of the Declaration is hereby amended and restated in its entirety as follows:

“2.5.1 General Common Areas. General Common Areas shall include Lot 19 in Block 5, which includes the Community Parking Area, and Pocket Park as shown on the Site Plan. Use of the General Common Areas shall be governed by the Rules and Regulations adopted by the Board. The Pocket Park may be landscaped as determined by the Board. Declarant shall have no duty to install or construct improvements to the Community Parking Area or Pocket Park and shall have no responsibility for the costs associated with any such improvements unless and until approved by the Board and assessed to all Owners including Declarant.”

4. Section 2.5.2 of the Declaration is hereby amended and restated in its entirety as follows:

“2.5.2 Community Parking Area. The Community Parking Area shown on the Site Plan shall be available for use by the Owners of all Lots and their guests, and shall be governed by the Rules and Regulations adopted by the Board. Drive lanes shall be maintained for the owners of Lots 06, 07, 08, 09, 15, 16, 17, and 18 to access their garages. The Community Parking Area may be improved, including surfacing, as determined by the Board. Specifically, the Association shall be responsible for snow removal and general maintenance of the Community Parking Area.”

5. Section 4.6 is hereby added to the Declaration as follows:

“4.6 Leasing. Any single-family dwelling or accessory dwelling unit on any Lot may be leased so long as the use of the Lot by the tenant under a lease shall be in conformity with this Declaration, any Rules and Regulations of the Association adopted by the Board, and the codes of the Town of Poncha Springs. The short-term rental of any single-family dwelling or accessory dwelling unit is expressly

permitted by this Declaration, provided such short-term rental complies with with this Declaration, any Rules and Regulations adopted by the Board and the codes of the Town of Poncha Springs. Any short-term rental must be for a period of at least one (1) night and hourly rentals are hereby prohibited. In furtherance of the Association's enforcement of the terms of this Section 4.6, the Association may issue special assessments against any Owner who leases a single-family dwelling or accessory dwelling unit to any tenant who violates the terms of this Declaration or any Rules and Regulations adopted by the Board."

6. Section 4.7 is hereby added to the Declaration as follows:

"4.7. Signs and Flags. Except as provided for in this Declaration, or as required by state law or legal process, no signs, flags, advertising posters, political placards or billboards of any kind may be erected, placed, or permitted to remain in the Property without the Association's prior written consent. The following signs are permitted:

4.7.1. one professional security sign not to exceed six inches by six inches in size may be displayed within five feet of the Residence's foundation;

4.7.2. one professionally lettered "For Rent" or "For Sale" sign not to exceed two feet by two feet in size may be displayed within five feet of the Residence's foundation, on a Lot, actively being offered for sale or for lease;

4.7.3. political signs as allowed by Colorado law; and

4.7.4 one flag that does not otherwise violate this Declaration as offensive or a nuisance.

4.7.5. The Association has the right to erect reasonable and appropriate signs or flags on its behalf."

7. Section 7.10 of the Declaration is hereby amended and restated in its entirety as follows:

"7.10 Insurance Obtained by Owners. Each Owner shall secure and maintain in full force and effect, at such Owner's expense, one or more insurance policies insuring Owner's Lot, improvements, personal property and personal liability. Such insurance shall not operate to decrease the amount which the Board, on behalf of all Owners, may realized under any policy maintained by the Board or

otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that coverage. Any Owner who leases a single-family dwelling or accessory dwelling unit on a short-term rental basis as allowed in this Declaration shall also maintain insurance on such dwelling or unit that includes coverage for short-term rentals. Before offering any single-family dwelling or accessory dwelling unit for use as a short-term rental, all Owners must provide proof to the Association that such Owner's insurance policy includes coverage for short-term rentals. The short-term rental policy must include liability limits of not less than one million dollars (\$1,000,000.00) and must further comply with any Rules and Regulations adopted by the Board."

- 8. Exhibit B to the Declaration is hereby removed and replaced with the Site Plan.

DECLARANT:

**QP Poncha, LLC,
a Colorado limited liability company**



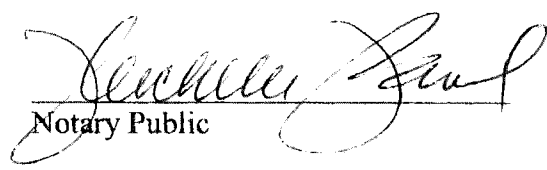
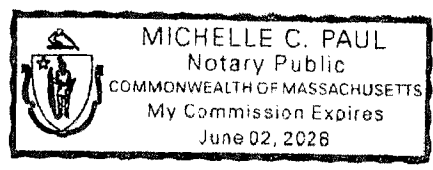
By: David Roover
Its: Manager

STATE OF MASSACHUSETTS
) ss.

COUNTY OF NORFOLK

The foregoing instrument was acknowledged before me this 10 day of May, 2022, by David Roover as Manager of and on behalf of QP Poncha, LLC, a Colorado limited liability company.

Witness my hand and official seal.


Notary Public

**EXHIBIT A TO FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS RESTRICTIONS AND EASEMENTS FOR PONCHA
MEADOWS FILING NO. 1, BLOCK 5, TOWN
OF PONCHA SPRINGS, CHAFFEE COUNTY COLORADO**

