

CERTIFICATE OF AMENDMENT  
TO DECLARATION OF PROTECTIVE COVENANTS OF  
CREEK RANCH OWNERS ASSOCIATION

**THE UNDERSIGNED, OFFICERS OF THE EXECUTIVE BOARD OF CREEK RANCH OWNERS ASSOCIATION, HEREBY CERTIFY THE FOLLOWING:**

That on October 25, 2016 a written notice of a proposed amendment to the Declaration of Protective Covenants ("Covenants") was sent to all Creek Ranch owners as required by the Covenants. After proper notice and by written consent of at least two thirds majority of owners eligible to vote, **Paragraph 36:** of the DECLARATION OF PROTECTIVE COVENANTS FOR CREEK RANCH, a subdivision within Routt County, Colorado, with the legal description as described in EXHIBIT A attached hereto and incorporated herein by this reference; which covenants were originally recorded in book 762, page 585 in the records of Routt County, Colorado, was added to the Covenants and reads as follows:

**36.** Lots, or interest in Lots, may not be conveyed, leased or used as or pursuant to a Time Share Estate, as described in Section 38-33-110 C.R.S. Lots, or interest in Lots, may not be conveyed, leased or used as or pursuant to a club membership agreement, tenant in common agreement, or any other document providing or requiring a right of specific durations or percentages of use of a Lot by multiple owners, club members or tenants-in-common.

And further after proper notice and by written consent of at least two thirds majority of owners eligible to vote, **Paragraph 26:** of the DECLARATION OF PROTECTIVE COVENANTS FOR CREEK RANCH, a subdivision within Routt County, Colorado, with the legal description as described in EXHIBIT A attached hereto and incorporated herein by this reference; which covenants were originally recorded in book 762, page 585 in the records of Routt County, Colorado, was amended to read:

**26.** Waivers, variances, from or exceptions to the requirements or restrictions contained in Sections 1 through 17 and Sections 19, 27, and 36 of this Declaration may be granted in writing by the Committee or the Executive Board, as long as such waiver, variance or exception does not violate the Act, applicable law or the Development Agreement. Any waiver, variance or exception granted shall apply only with respect to the specific Lot and/or transaction for which the waiver, variance or exception was requested. The granting of a waiver, variance or exception in any particular case shall not obligate the Committee or the Executive Board to grant a similar waiver, variance or exception in any other case involving the same or different Lots and/or Owners.

IN WITNESS WHEREOF, the President and Secretary of the Executive Board of Creek Ranch Owners Association have certified the above action of the owners to be in compliance with the Association's By Laws and have caused the DECLARATION OF PROTECTIVE COVENANTS FOR CREEK RANCH to be amended as herein stated and recorded herewith.



By:

*[Signature]*  
Todd Millard, President

*[Signature]*  
Gerald Audesirk, Vice President

State of Colorado )  
                                  )  
County of Routt    )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February 2017, by Todd Millard and Gerald Audesirk, duly elected officers of the Executive Board of Creek Ranch Owners Association.

Witness my hand and official seal: *Susan L. Walker*

My commision expires: 10-8-17

