

**CERTIFICATION OF APPROVAL OF AMENDMENT NUMBER TWO
TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR GENESEE**

WHEREAS, on or about March 10, 1975, the Declaration of Covenants, Conditions and Restrictions for Genesee (the "Declaration") was executed and the Declaration was recorded on March 28, 1975 in Book 2714 at Page 901 of the records of the Clerk and Recorder of Jefferson County, Colorado; and

WHEREAS, said Declaration has previously been supplemented by various Supplementary Declarations under which additional real property was added to the coverage of the Declaration; and

WHEREAS, Article VIII, Section 3(b) of the Declaration provides that the Declaration may be amended with the written consent of Members holding at least sixty-six and two-thirds percent (66 2/3%) of the Membership Interest in the Foundation, after the first twenty-five (25) year period that the Declaration was in effect and as of the date of Amendment Number Two, the Declaration has been in effect for more than 25 years; and

WHEREAS, Article VIII, Section 3(b) further provides that all Members of Genesee Foundation must be notified in writing of any such proposed amendment not less than sixty (60) days prior to any action being taken with respect thereto; and

WHEREAS, the required notice to Members regarding Amendment Number Two was provided to the Members of Genesee Foundation on or before September 4, 2020 and the first action taken to secure approval of Amendment Number Two occurred on November 3, 2020; and

WHEREAS, the sixty-day period for approval of Amendment Number Two expired on January 4, 2021; and

WHEREAS, more than 66 2/3% of the Members of Genesee Foundation have approved the attached Amendment Number Two to the Declaration by providing their written consent to Amendment Number Two; and

WHEREAS, the written consent of 66 2/3% or more of the Members of Genesee Foundation are maintained and will be retained in the corporate records of Genesee Foundation.

NOW, THEREFORE, having complied with the requirements of Article VIII, Section 3(b) of the Declaration, Genesee Foundation declares that the Property, as defined in the Declaration and the Supplementary Declarations and such additions thereto as may hereafter be made is and shall be held, transferred, sold, conveyed, leased and occupied subject to the Covenants, Conditions, Restrictions and Rights set forth in the attached Amendment Number Two, all of which shall run with the land.

IN WITNESS WHEREOF, Genesee Foundation, acting by and through its Board of Directors, certifies that the attached Amendment Number Two was ratified and approved by the written consent of at least 66 2/3% of the Members of Genesee Foundation, pursuant to Article VIII, Section 3(b) of the Declaration and that the documents verifying the requisite written consent shall be held in the records of Genesee Foundation.

GENESEEE FOUNDATION

By: Gary R. Anderson
President

ATTEST:

Wallace Terhune
Secretary

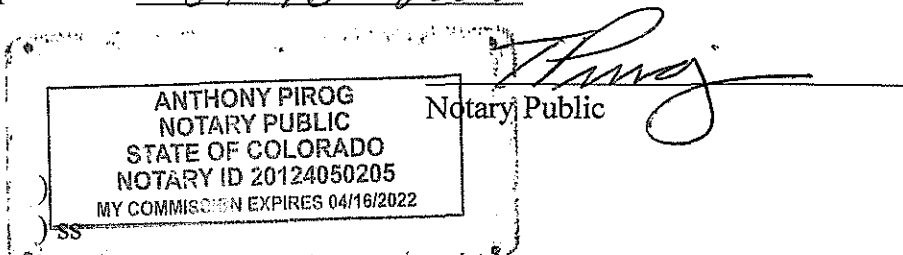
STATE OF COLORADO)
) ss
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this 7th day of JANUARY, 2021, by GARY R ANDERSON as President of Genesee Foundation.

Witness my hand and official seal.

My commission expires: 04 16 2022

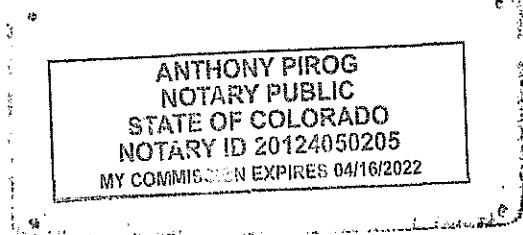
STATE OF COLORADO)
) ss
COUNTY OF JEFFERSON)



Subscribed and sworn to before me this 7 day of JAN, 2021, by Wallace Terhune as Secretary of Genesee Foundation.

Witness my hand and official seal.

My commission expires: 04 16 2022



[Signature]
Notary Public

Declaration of Covenants, Conditions, and Restrictions

Amendment Number Two

Article IX

Use Restrictions

The following conditions, stipulations, and protective covenants are hereby applied to all Private Dwelling Units (PDU) within the Genesee Foundation:

Section 1. Rental of Private Dwelling Units

- a) "Rental" for the purposes of this Declaration is defined as regular occupancy of a PDU or any portion thereof by any person or persons other than the Owner of that PDU for which the Owner receives any consideration or benefit including, but not limited to, rent, a fee, service, or any other emolument. The intent of this Covenant is to forbid short-term rentals, avoid any listings of PDUs inconsistent with the owner/occupied focus of Genesee, and to avoid short-term rental ownership or enterprise activities within the Genesee Foundation.
- b) The short-term rental of a PDU or any portion thereof in the Property is prohibited. A short-term rental is defined as any rental of a PDU for a period of less than one hundred eighty (180) days.
- c) The prohibition set forth in subparagraph a) above does not apply to situations in which:
 - a. an Owner selling their PDU leases the PDU back from the buyer or otherwise remains in occupancy of the PDU following the closing of the sale of the PDU, or
 - b. conditions of the sale include the buyer possessing the PDU prior to the close of the sale.
- d) There shall be no subleasing of PDUs or assignment of any lease for a period of less than one hundred eighty (180) days.
- e) Rentals shall be allowed only to one lessee, including spouse, significant other, or roommate(s), not to exceed six (6) persons as defined as a 'family' in the Jefferson County Colorado Zoning Resolution as adopted on December 17, 2019. Multiple unrelated lessees, under the same or separate leasing contracts, shall not be combined in an effort to satisfy the minimum rental period allowed as set forth in Section 1(b) above. No other rental agreement may be entered into, or occupancy occur, by persons other than the original lessee(s) during the one hundred eighty (180) day period following the start date of the lease.
- f) Leases of PDUs in the Foundation shall be in writing and shall be for a period of not less than one hundred eighty (180) days. Within three (3) business days after execution of a lease by an Owner and prior to the tenant occupying the PDU, the

Owner shall fully complete the Notice of Intent to Lease Property form (the "Notice") of the Foundation and provide it to the Foundation office.

- g) Within three (3) business days after the execution of a lease by an Owner and prior to the lessee occupying the PDU, the Owner shall provide a copy of the Notice of Governing Documents, signed by both the Owner and the lessee(s), to the Foundation office acknowledging that the lessee has received copies of the Declaration, Bylaws, and Policies and Guidelines of the Foundation and that the Owner is responsible for any violations that may arise based on the actions of the lessee(s).

Section 2. Advertising of a Rental

Advertising any rental, whether in print or online, of shorter duration than one hundred eighty (180) days is prohibited.

Section 3. Enforcement

The Board may establish and assess fines against any Owner who violates the provisions of Section 2 pursuant to Colorado Revised Statutes 38-33.3-209.5(2) and the Covenant Enforcement and Fines Policy.

Section 4. Rules and Regulations

The Board may adopt additional rules and regulations pertaining to and governing the rental of PDUs within the Foundation, provided those rules and regulations do not conflict with this Article IX.