

**LIMITED AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR HIGH CHAPARRAL RANCH**

THIS AMENDMENT is made this 8<sup>TH</sup> day of SEPTEMBER 2022

**RECITALS**

- A. The Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for High Chaparral Ranch was approved and recorded with the Eagle County Clerk and Recorder's office on December 21, 2011 at Reception No. 201123707 (the "Declaration").
- B. The Declaration provides for and allows for this Limited Amendment (the "Amendment") in Article 10, Section 10.2, which provides as follows:

Except as otherwise provided in this Declaration, provisions of this Declaration or the Map may be amended or repealed at any time and from time to time upon approval of an Affirmative Vote of a Majority of the Classes as defined in Section 5.3 above, present in person or by proxy at a duly constituted meeting of such Members. At such time that the only Class of voting Members shall be the Class A members, provisions of this Declaration or the Map may be amended or repealed at any time and from time to time upon approval of at least 67% of the Class A members, present in person or by proxy at a duly constituted meeting of such Members.

- C. All Owners are aware of the provisions of the Declaration allowing for amendment, by virtue of the record notice of the Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.
- D. This Limited Amendment has been prepared and determined by the Association and by the Owners that have approved this Limited Amendment to be reasonable and not burdensome.
- E. The purpose of this Limited Amendment is to amend several provisions of the Declaration related to use restrictions, improvements on lots, voting classes, etc.

- F. The undersigned, being the President of the Association, hereby certify that an Affirmative Vote of a Majority of the Classes have consented and agreed to this Limited Amendment.
- G. As amended by this Limited Amendment, this amendment shall become part of and incorporated into the "Declaration."

NOW THEREFORE,

- I. Amendments. The Amended and Restated Declaration is hereby amended as follows:

- (a) **Repeal and Restatement**. The following definition in Section 1.1 of Article 1 is hereby repealed in its entirety and replaced with the following new definition:

"Primary Residence" means a residence that is intended primarily for the use of the Owner of the Parcel on which the residence is located, which definition shall specifically include any Accessory Dwelling Unit or Accessory Apartment or any other accessory structure on the Parcel.

- (b) **Section 4.6 of Article 4 is hereby repealed in its entirety and restated as follows:**

Restriction on Animals. Domestic cats and dogs and chickens are the only outside animals permitted so long as they are (i) maintained in accordance with this Declaration, the rules and regulations of the Association, (ii) not kept, bred or maintained for any commercial purposes, and (iii) not a nuisance by any of the following: a) hazard to wildlife b) sound, c) destruction of property, d) smell e) pet waste.

By way of example but not by way of limitation, ducks, geese, and roosters are not considered household pets and are not permitted within the Community. Chickens are considered household pets and up to four (4) chickens per acre are allowed provided that the Lot Owner complies with all local regulations for the keeping of chickens. Any structure used to house the chickens must be located on the side or rear yard of the Primary Residence and approved by the Design Review Committee pursuant to Article 8.

Other household pets are allowed if they comply with items (i) and (ii) above and are contained totally within the primary residence house.

Animal hording is not allowed. Household pets include rabbits, hamsters, fish, bird, or similar small animals. Domestic livestock are not considered household pets.

- (c) **Repeal and Restatement.** The last sentence of Section 4.7 of Article 4 is hereby repealed in its entirety and restated as follows:

No other animals are allowed including but not limited to bison, buffalo, domestic elk, donkeys, ostrich or ducks.

- (d) **Repeal and Restatement.** The first paragraph of Section 4.17.1 of Article 4 is hereby repealed in its entirety and restated as follows:

Restriction on Dogs. Dogs shall either be contained indoors or, if outdoors, dogs shall be confined on an Owner's Parcel by either being leashed or under the control of the Owner or pet custodian at all times.

- (e) **Repeal and Restatement.** The last sentence of Section 6.2(c) of Article 6 is hereby deleted and Section 6.2(c) is restated as follows:

Payments to Working Capital Account. In order to provide the Association with adequate working capital funds, the Association may collect at the time of the sale from the purchaser of each Parcel an amount equal to \$650.00. Such payments to this fund shall not be considered advance payments of annual Common Assessments as defined herein.

- (e) **Repeal and Restatement.** Section 6.3(a) of Article 6 is hereby deleted and Section 6.3(a) is restated as follows:

Special Assessments. The Association's Executive Board may levy, in any fiscal year, with the approval of the Affirmative Vote of a Majority of the Classes, as defined in Article 5, Section 5.3.2, cast in person or by proxy, at a meeting duly called for this purpose, a special assessment applicable to that fiscal year only, for the purpose of defraying in whole or in part the cost of any construction, restoration, unexpected repair or replacement of a capital improvement, or for the funding of any expense or deficit of the Association, or for carrying out the other responsibilities of the Association in accordance with this Declaration ("Special Assessments"). Any such Special Assessment shall be allocated equally among the Parcels. Each Owner shall pay all Special Assessments assessed against the Owner's Parcel. Special Assessments shall be paid at the time(s) and in the manner (for example, by lump sum payment or in installments)

reasonably determined by the Board or Declarant. The Board or Declarant may require that Special Assessments be paid before the subject services or materials are provided.

- II. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

HIGH CHAPARRAL RANCH  
HOMEOWNERS ASSOCIATION, a Colorado  
nonprofit corporation

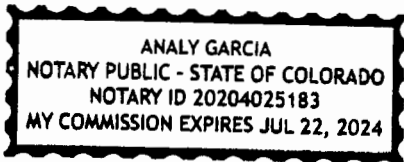
By: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Eagle )

The foregoing was acknowledged before me this 8<sup>th</sup> day of September,  
2022 by High Chaparral Ranch Homeowners Association,  
Patrick George Daphinakis, as President

Witness my hand and official seal.

My commission expires: July 22, 2024



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Notary Public

**AFTER RECORDING RETURN TO:**  
Altitude Community Law P.C.  
555 Zang Street, Suite 100  
Lakewood, CO 80228  
Attn: DAF