

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF PATRIOT PARK COMMUNITY**

This First Amendment to the Declaration of Covenants and Restrictions for the Patriot Park Community ("First Amendment") is made as of 12<sup>th</sup> August, 2019 ("Effective Date"), by Patriot Park Investments, LLC, a Colorado limited liability company ("Declarant").

**RECITALS**

WHEREAS, Declarant executed and recorded that certain Declaration of Covenants and Restrictions filed in the records of El Paso County, Colorado on May 25, 2018 at Reception No. 218059982 (the "Declaration"). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration. The Declaration created a planned community of single family residential homes within certain real property described therein;

WHEREAS, pursuant to Sections 5.6.1 and 5.6.2 of the Declaration, as Declarant and as the owner of more than sixty-seven percent (67%) of the Units subject to the Declaration, the Declarant is authorized to amend the Declaration; and

WHEREAS, Declarant has determined that modifications to the Declaration are warranted and desires to amend the Declaration to permit future owners of the Units to use their Units for short-term rentals.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The foregoing recitals are hereby incorporated into this Amendment as material terms.

2. The first sentence of Section 3.3 shall be replaced in its entirety with the following:

Subject to Section 5.4 of these Covenants, Units shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes except that Owners may conduct home occupations and business activities within their residences, including using their residences for short-term rentals such as VRBO and Airbnb, to the extent permitted by, and in compliance with, the ordinances of the City and County and any Guidelines and Rules and Regulations that do not conflict with such ordinances.

3. The following shall replace Section 3.13 in its entirety:

Section 3.13. Leases and Short-Term Rentals.

3.13.1 The term “lease,” as used herein, shall include any agreement for the leasing or rental of a Unit, or any portion thereof, and shall specifically include month-to-month rentals and subleases of not less than 30 days. Any Owner shall have the right to lease his Unit, or any portion thereof, as long as all leases provide that the lease, and lessee’s occupancy of the leased premises, are subject in all respects to the Governing Documents; and that any failure by the lessee to comply with any of the Governing Documents, in any respect, shall be a default under the lease.

3.13.2 Owners shall be allowed to use, advertise, and participate in short term rental activities such as VRBO, Airbnb, or similar programs under the following conditions: (i) Owner must notify the Metropolitan District of all short term rentals providing the names and contact information for the occupants and the rental dates; (ii) The Owner must utilize a rental agreement which requires adherence to the Governing Documents; (iii) the Metropolitan District may at its discretion choose to charge a reasonable fee to Owners who participate in short term rentals to cover costs incurred by having rental properties in the community; and (iv) the Metropolitan District is allowed to levy fines on Owners who do not comply with the short term rental policy and Governing Documents.

4. The first sentence of Section 3.23 shall be replaced in its entirety with the following:

No manufacturing or commercial enterprise or other activity conducted for gain, except as expressly permitted herein, may be conducted or maintained upon, in front of, or in connection with any Unit.

5. This First Amendment shall be effective immediately upon being recorded in the records of El Paso County, Colorado.

6. Except to the extent expressly set forth herein, the remaining provisions of the Declaration shall continue in full force and effect without change. In the event of a conflict between the terms of this First Amendment and the Declaration, this First Amendment shall control.

*[Signature page to follow]*

IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the Effective Date.

**DECLARANT:**

PATRIOT PARK INVESTMENTS, LLC  
a Colorado limited liability company

By: [Signature]  
Name: SAM CAMERON  
Its: President

STATE OF COLORADO )  
 )ss.  
COUNTY OF El Paso )

The foregoing First Amendment to Declaration of Covenants and Restrictions for the Patriot Park Community was acknowledged before me this 12th day of August, 2019 by Sam Cameron, as President of Patriot Park Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Brianna P Danner  
Notary Public

My commission expires: March 5, 2022

