

**FIRST AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DEVIL'S THUMB**

THIS AMENDMENT is made this 27th day of November, 2017.

RECITALS

A. The Writer Construction Corporation created Devil's Thumb Homeowners' Association ("Community") by recording a Declaration of Covenants and Restrictions in the real property records of the County of Boulder, State of Colorado, at Reception No. 849648, on June 19, 1967, which was subsequently amended and restated by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Devil's Thumb, recorded on December 3rd, 2008, at Reception No. 2967249, in the real property records of the County of Boulder, State of Colorado (collectively referred to as the "Original Declaration").

B. The Original Declaration provides for and allows for this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Devil's Thumb (the "Amendment") in Article 8, Section 8.5, which provides as follows:

Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of at least more than 50% of the total votes in the Association and with the written consent of the Association.

C. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

D. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome.

E. The purpose of this Amendment is to revise the leasing restrictions of the Association, to define the term "transient" as it relates to leasing in the community, and to reestablish occupancy restrictions.

F. The undersigned, being the President and Secretary of the Association, hereby certify that Owners of Lots to which at least more than 50% of the votes in the Association are allocated approved this Amendment in writing. Alternatively, the Association has obtained approval for this proposed Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act.

G. As amended by this Amendment, the Original Declaration is referred to as the "Declaration."

NOW THEREFORE,

(a) Repeal and Restatement. Article 5, Section 5.3 is hereby repealed in its entirety and the following Article 5, Section 5.3 is substituted:

Section 5.3 Use/Occupancy. (a) All Lots within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot and do not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited. In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner. Uses which have one or more of the following characteristics are not permitted: (i) manufacturing or fabrication of any kind; (ii) storage of hazardous materials; (iii) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (iv) permanent or long term parking of heavy equipment, including semi trailers; (v) the use or rental of any structure on a Lot for any hotel, motel, bed and breakfast, restaurant, bar or other transient commercial purposes. The term "transient" as used in this Section means a period of time which is less than thirty (30) consecutive days.

(b) No persons except the following persons shall occupy a residential dwelling: (i) Members of a family plus one or two roomers. The quarters that the roomers use shall not exceed one-third of the total floor area of the residential dwelling and shall not be a separate residential dwelling; OR (ii) Up to three persons; OR (iii) Two persons and any of their children by blood, marriage, guardianship, including foster children, or adoption.

(b) Repeal and Restatement. Article 5, Section 5.4 is hereby repealed in its entirety and the following Article 5, Section 5.4 is substituted:

Section 5.4 Leasing. Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject to the following:

(a) Leasing or Renting, for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner or Owner's child, parent, grandchild or grandparent, provided, however, for the purposes of this Declaration, any occupancy by a lessee or roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute Leasing.

(b) Short term occupancies and lease or rental agreements of less than thirty (30) days of Lots shall be prohibited. In addition, no Owner shall be permitted to lease his or her Lot more than three (3) times in any calendar year, regardless of the length of any such lease terms.

(c) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.

(d) Each Owner who leases his or her Lot shall provide the Association, upon request, a copy of the current lease and tenant information, including the names of all occupants, and any other information reasonably requested by the Association or its agents.

(e) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.

(f) All occupancies, leases and rental agreements of Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(g) Leases shall be for or of the entire Lot.

(h) All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(i) The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, for implementation of other restrictions in the Declaration and as allowed by law, and, at the sole discretion of the Association, for granting written exceptions to the provisions of this Section 5.4 upon written request by any Owner, if determined to be reasonable and necessary under the circumstances.

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.

DEVIL'S THUMB HOMEOWNERS' ASSOCIATION,
a Colorado nonprofit corporation

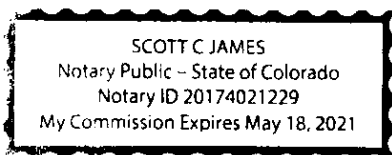
By: [Signature]
President

By: [Signature]
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing was acknowledged before me this 27 day of November,
2017, by John David Griffin, President of Devil's Thumb Homeowners'
Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 5/18/2021

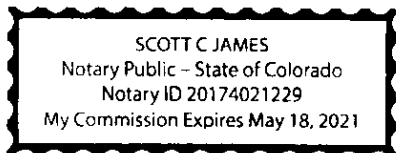


[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing was acknowledged before me this 27 day of November,
2017, by Carol Lynn Cech, Secretary of Devil's Thumb Homeowners'
Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 5/18/2021



[Signature]
Notary Public