

**AMENDMENT TO THE
AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE MASTER SUBDIVISION OF THE SEASONS AT
TIARA RADO**

This Amendment (the "Amendment") is made pursuant to Section 16.02 of the Amended Declaration of Covenants, Conditions, Restrictions and Easements for The Master Subdivision of the Seasons at Tiara Rado recorded in the records of the Mesa County Clerk and Recorder (the "Clerk") on July 12, 2013 at Reception No. 2661562, (the "Declaration"), and C.R.S. § 38-33.3-217, and is effective upon the date of recording in the Clerk's records. All the capitalized terms used in this Amendment have the same meaning as the defined terms in the Declaration unless specifically provided otherwise.

RECITALS

Pursuant to the applicable provisions of the Bylaws of The Seasons at Tiara Rado Homeowners' Association, Inc., a Colorado nonprofit corporation (the "Association"), C.R.S. §7-127-109, and C.R.S. §38-33.3-308, the Members of the Association were given written notice of a meeting of the Members to be held on APRIL 11, 2019 (the "Meeting"), for the purpose, among other things, of considering and voting on certain amendments to the Declaration as provided in this Amendment.

Under Section 16.02 of the Declaration, the Declaration may be amended by an instrument adopted by sixty percent (60%) of the Owners eligible to vote.

At the Meeting, a quorum of the Owners was present and votes representing at least sixty percent (60%) of the total votes in the Association as allocated in the Declaration voted in favor of the following amendments.

THEREFORE, the undersigned certifies the following amendment to the Declaration:

The Declaration is amended by the deletion of Section 17.02, in its entirety. In its place, a new Section 17.02 shall read as follows:

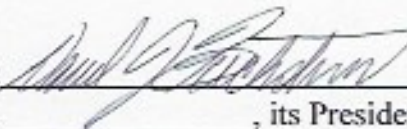
Any agreement between an Owner and any person who will occupy a Lot or any part of a Lot in exchange for money or any other thing of value (collectively, a "Lease") shall provide that the term of such Lease shall be subject in all respects to the provisions of this Amended Declaration and the Governing Documents, and that any failure by anyone occupying a Lot at any time to comply with the terms and provisions of the Governing Documents shall be a default under the Lease. Further, all Leases shall be in writing, and the Board may require the

use of its approved written form of agreement or the insertion of particular provisions into any Lease and a copy of any Lease shall be provided to the Association by the Owner. After notice and an opportunity for hearing, the Board may require an Owner to evict any tenant who has repeatedly violated any provision of the Governing Documents. All Leases for a term of less than thirty (30) consecutive days are prohibited, including, without limitation, all vacation rental by owner/VRBO, and air bed and breakfast/AirBnB uses.

Except as amended above, all provisions of the Declaration remain in full force and effect.

DATED this 17 day of April, 2019.

The Seasons at Tiara Rado Homeowners' Association, Inc.

By: , its President

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 17 day of April, 2019, by Daniel J. Buckstein as President of The Seasons at Tiara Rado Homeowners' Association, Inc.

Witness my hand and official seal.

My commission expires: NOV. 21, 2022

NATALIE ELAINE TODD
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20184044976
MY COMMISSION EXPIRES NOV 21, 2022


Notary Public