

**RESOLUTION OF THE MEMBERS OF  
THE DIVIDE HOMEOWNERS ASSOCIATION**

The following Resolution was adopted by the Members of the Divide Homeowners Association at an annual meeting of the Members held on December 29, 1999.

WHEREAS, numerous adverse impacts arising from the short term rental of properties in the Divide have been suffered by the Association and various Members, which short term rentals are in violation of Section 3.1 of the Declaration of Covenants, Conditions and Restrictions for the Divide (hereinafter "Declaration of Covenants"), which requires that Divide lots shall be used only for single family residential purposes; and

WHEREAS, the Board of Directors of the Association has recommended to the Association that Section 3.1 of the Declaration of Covenants be amended to emphasize that on-going short term rentals of properties shall not be permitted and to preclude rentals in The Divide for any period of less than thirty (30) days, except for one (1) short-term rental within any calendar year of a period not to exceed fourteen (14) days; and

WHEREAS, the Board of Directors circulated to the Members for their signatures a proposed Amendment to Section 3.1 of the Declaration of Covenants to preclude such short term rentals, which amendment also included a requirement for preregistration with the Association; and

WHEREAS, the Members desire to approve the Amendment to Section 3.1 of the Declaration of Covenants circulated to the Members by the Board, except for the requirement for pre-registration, and that the amendment with the deletion of the pre-registration requirement be re-circulated to the Members for their written approval.

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Divide Homeowners Association that they hereby approve the following amendment of the Declaration of Covenants, Conditions and Restrictions for The Divide, Town of Snowmass Village, Colorado, recorded in Book 600, Page 610, Pitkin County Clerk and Recorder's office:

Section 3.1 shall be amended to clarify that short-term rentals are not permissible, such Section, as amended, to read as follows:


3.1 Residential Use. Each Lot shall be used only for single family residential purposes and such accessory uses as may be permitted by the Land Use Development Code of the Town or as the same may be amended. No residence on a Lot shall be leased for any period of less than thirty (30) days, except for one (1) short-term rental within any calendar year for a period not to exceed fourteen (14) days.

  
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RESOLVED, that the officers of the corporation are hereby authorized and directed to re-circulate to the Members of the Association for written approval the aforesaid amendment and to take such action as appropriate to finalize and record in the records of Pitkin County the aforesaid Amendment to Section 3.1 of the Declaration of Covenants.

(The preceding Resolution was adopted by 25 members who were present in proxy or in person)

THE DIVIDE HOMEOWNERS ASSOCIATION

By:  PR105  
Richard Virtue, President

I, Pete Ankeny, duly appointed and acting Secretary of the Board of Directors do certify that the foregoing is a true and accurate copy of the Resolution adopted by the Members of The Divide Homeowners Association at the annual meeting of the Members held on December 29, 1999.

  
Pete Ankeny, Secretary



STATE OF Minnesota)  
 )ss  
COUNTY OF Hennepin)

The foregoing Resolution amending Section 3.1 of the Declaration of Covenants, Conditions and Restrictions for The Divide, recorded in Book 600, Page 610, is hereby agreed to by the undersigned as owner of Lot 21, The Divide, and as a member of The Divide Homeowners Association.

Pete Aubrey

STATE OF Minnesota)  
 )ss  
COUNTY OF Hennepin)

Subscribed and sworn to before me this 12<sup>th</sup> day of July, by  
Jeanne M Thompson

WITNESS my hand and official seal.  
My commission expires: 1.31.05



Jeanne M Thompson  
Notary Public



CERTIFICATE OF CONSENT BY DECLARANT

The Snowmass Land Company, an Illinois general partnership, as the Declarant under the Declaration of Covenants, Conditions and Restrictions for The Divide, Town of Snowmass Village, Colorado, recorded in Book 600, Page 610, Pitkin County Records hereby consents to the above referenced Amendment to Section 3.1 of the Declaration of Covenants.

SNOWMASS LAND COMPANY

By: 

James F. Wells, its Attorney-in-Fact, pursuant to a Power of Attorney recorded under Reception No. 392673 in the office of the Clerk and Recorder of Pitkin County, Colorado.

STATE OF COLORADO )  
  ) ss  
COUNTY OF PITKIN        )

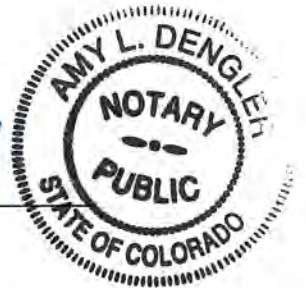
The foregoing Certificate of Consent by Declarant was acknowledged before me this 21<sup>st</sup> day of June, 2000, by James F. Wells, Attorney-in-Fact for Snowmass Land Company.

WITNESS my hand and official seal.

My commission expires:

**My Commission Expires  
July 17, 2003**

  
Notary Public



CERTIFICATE OF AMENDMENT

In accordance with Section 13.4 of the Declaration of Covenants, Conditions and Restrictions for The Divide, Town of Snowmass Village, Colorado, recorded in Book 600 at Page 610, Pitkin County records, attached hereto are executed, acknowledged instruments of the members holding two-thirds or more of the votes outstanding and entitled to be cast under the amendment to Section 3.1 of the Declaration Bylaws agreeing to the foregoing and representing the following 27 lots in The Divide:

Lot 2	Lot 20	Lot 37
Lot 6	Lot 21	Lot 38
Lot 7	Lot 22	Lot 40
Lot 8	Lot 24	
Lot 9	Lot 25	
Lot 11	Lot 26	
Lot 12	Lot 29	
Lot 13	Lot 32	
Lot 14	Lot 33	
Lot 15	Lot 34	
Lot 16	Lot 35	
Lot 19	Lot 36	

THE DIVIDE HOMEOWNERS ASSOCIATION

By:   
Richard Virtue, President