



**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WHISPERING PINES RANCH**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WHISPERING PINES RANCH ("Second Amendment") is made by the Whispering Pines Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation (the "Association") and its Lot Owners.

RECITALS

A. The following Declaration, amendments and supplements which govern the Project have been recorded in the records of the Summit County, Colorado Clerk and Recorder:

i. The Declaration of Covenants, Conditions, Restrictions and Easements for Whispering Pines Ranch, a Condominium Community was recorded on January 14, 1999, at Reception Number 586135, which together with the First Amendment to the Declaration, and the Supplemental Declarations listed below are referred to in this Second Amendment as the "Declaration";

ii. The First Supplement to the Declaration for Whispering Pines Ranch was recorded on January 14, 2000, at Reception Number 615060;

iii. The First Amendment to the Declaration for Whispering Pines Ranch was recorded on February 14, 2000, at Reception Number 616857;

iv. The Second Supplement to the Declaration for Whispering Pines Ranch was recorded on April 26, 2000, at Reception Number 621277;

v. The Amendment to the Second Supplement to the Declaration for Whispering Pines Ranch was recorded on July 12, 2002, at Reception Number 690585;

vi. The Third Supplement to the Declaration for Whispering Pines Ranch was recorded on July 12, 2002, at Reception Number 690587.

B. The Association and its Owners desire to amend the Declaration as provided in this Second Amendment.

C. In accordance with the terms of the Declaration and C.R.S. §38-33.3-217, the undersigned officers certify that this Second Amendment has been approved by the agreement of Owners holding 67% or more of votes in the Association and has been approved by 51% of the holders of First Mortgages (based on one vote for each mortgage owned) encumbering Lots in the Community.

NOW THEREFORE, the Association and its Lot Owners hereby amend the Declaration as follows:

1. Section 4.5 Compliance with Association Documents. *Section 4.5 is supplemented as follows:*

Each Owner is responsible for ensuring that the Owner's family members, guests, tenants (the "Occupants" of the Owner's Lot) comply with all provisions of the Association Documents. The Association may pursue remedies available under the Association Documents against both the Owner and the Occupants.

2. Section 8.1 Maintenance and Landscaping of Lots. *Section 8.1 is supplemented as follows:*

C. All Lots shall be kept free of noxious weeds in conformance with Summit County standards.

2. Section 8.3 Maintenance Contract. *Section 8.3 is supplemented as follows:*

The Association may enter into contracts for services or improvements to an Owner's Lot: (i) with the consent and at the expense of the Lot Owner; or (ii) following notice and an opportunity for a hearing, if the Lot Owner fails to maintain the Lot as required by the Association Documents. For example, if after notice a Lot Owner fails to remove noxious weeds which are in violation of Summit County standards, the Association shall have the right to enter upon the Lot, perform noxious weed treatment and removal. All costs incurred by the Association for Lot maintenance shall be reimbursed to the Association as a Default Assessment.

3. Section 10.3 Residential Use/Declarant's Use. *Section 10.3 is deleted in its entirety and restated as follows:*

Section 10.3 Residential Use-No Short Term Rentals. A Lot may be used for residential purposes only. Short term leases, licenses and all other rental agreements to authorize occupancy of a Lot by any Occupants for terms of less than 30 consecutive days are prohibited and considered commercial use which is incompatible with the residential Whispering Pines Ranch community.

4. Ratification and Effective Date. Except as otherwise specifically set forth herein the Declaration shall remain unchanged. All capitalized terms used herein not otherwise defined shall have the meaning set forth in the Declaration. This Second Amendment shall be effective upon its recording and after recording any reference to the Declaration will include this Second Amendment.

The Association has caused this Second Amendment to be executed by its duly authorized officers this 16th day of August, 2012.

WHISPERING PINES RANCH HOMEOWNER'S ASSOCIATION, INC., a Colorado nonprofit corporation

By: Virginia L Parks
Virginia Parks, President

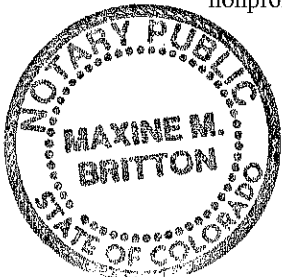
ATTEST:
[Signature]
By: Jonathan Lerner, Secretary

STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

The foregoing **SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WHISPERING PINES RANCH** is acknowledged before me this 16th day of AUGUST, 2012 by Virginia Parks as President and Jonathan Lerner as Secretary of Whispering Pines Ranch Homeowners' Association, Inc, a Colorado nonprofit corporation.

Witness my hand and official seal.

My Commission Expires: November 28, 2015



Maxine M. Britton
Notary Public