

AFTER RECORDING RETURN TO:
HindmanSanchez P.C.
5610 Ward Road, Suite 300
Arvada, CO 80002
Attn: TKH

**FIRST AMENDMENT TO THE
CONDOMINIUM DECLARATION FOR
CAMELBACK VILLAGE CONDOMINIUM ASSOCIATION**

THIS AMENDMENT is made this 8th day of December, 2014.

RECITALS

- A. Camelback Village Condominium Association, a Colorado nonprofit corporation, created the Camelback Village Condominium Community ("Community") by recording a Condominium Declaration for Camelback Village Condominium Association in the real property records of the County of El Paso, State of Colorado, in Book 6765 at Page 481, on November 15, 1995 (the "Declaration").
- B. The Declaration provides for and allows for this First Amendment to the Condominium Declaration for Camelback Village Condominium Association (the "Amendment") in Article XXIII, which provides as follows:

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing an aggregate ownership interest of seventy-five (75%) percent, or more, of the general common elements, and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instruments duly recorded

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- C. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-217(1)(a), the required approval of Owners representing an aggregate ownership interest of 75% or more of the general common elements for amendment is now void. Instead, pursuant to the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-217(1)(a), the amendment requirement for this Declaration is now 67% of the Owners.
- D. All Owners are aware of the provisions of the Declaration allowing for amendment, by virtue of the record notice of the Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.
- E. 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.
- F. The purpose of this Amendment is to impose certain limitations on the leasing of Condominium Units within the Community.

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- G. The undersigned, being the President and Secretary of the Association, hereby certify that 67% of the Owners and all of the mortgagees have consented and agreed to this Amendment. Alternatively, the Association has obtained approval for this proposed Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act.

NOW THEREFORE,

- I. Amendments. The Declaration is hereby amended as follows:

(a) **Addition**. The following Article XVIII, Section P is hereby added:

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

(1) "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Condominium Unit by any person other than the Owner; provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Condominium Unit by the child or parent of an Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Condominium Unit as such Owner's primary residence shall not constitute leasing.

(2) Short term occupancies and rentals of less than 6 months, of Condominium Units, including but not limited to transient, hotel, bed-and-breakfast or vacation-type rentals, shall be prohibited. Upon the expiration of any lease of at least 6 months, the Owner may thereafter extend that lease on a month-to-month basis. Subleasing, meaning the leasing or rental of a leased Unit from the tenant under the lease to another person, is prohibited.

(3) 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 of the Association. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any rules and regulations of the Association.

(4) Each Owner who leases his or her Condominium Unit shall provide the Association, upon request, a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

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

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

(7) All occupancies or rentals of Condominium Units shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the rules and regulations of the Association. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Condominium Unit.

(8) Leases shall be for or of the entire Condominium Unit. (9)

All Owners who reside at a place other than the Condominium Unit 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.

(10) The Association shall have the authority to adopt rules and regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

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.

CAMELBACK VILLAGE CONDOMINIUM
ASSOCIATION,
a Colorado nonprofit corporation

By: *Helma Krueger*
President

By: *Eileen A. Gurd*
Secretary

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

The foregoing was acknowledged before me this *9th* day of
December, 2014, by *Helma Krueger*, as President
of Camelback Village Condominium Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: ~~My Commission Expires 05/08/2015~~

Allison K. Niehus
Notary Public

