

AFTER RECORDING RETURN TO:
HindmanSanchez PC
Attn: DAF
555 Zang Street, Suite 100
Lakewood, CO 80228

**LIMITED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR UNIVERSITY PARK**

THIS LIMITED AMENDMENT is made this ____ day of _____, 2018.

RECITALS

A. Pulpit Rock Investments LLC, a Colorado limited liability company, the original Declarant, as consented to UP Phase I, LLC, a Colorado limited liability company, created the University Park Community (the “**Community**”) by recording a Declaration of Covenants, Conditions, Restrictions and Easements for University Park, in the real property records of the County of El Paso, State of Colorado, at Reception No. 098005438, on January 15, 1998 (the “**Original Declaration**”).

B. The Original Declaration provides for and allows for this Limited Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for University Park (the “**Amendment**”) in Article 14, Section 14.3, which provides in pertinent part:

. . . any provision, covenant, conditions, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Members with at least sixty-seven percent (67%) of the voting power of the Association . . .

C. While Article 14 of the Original Declaration requires the Declarant’s consent to any amendment or repeal of the Original Declaration, such Declarant-consent provisions are inapplicable because, pursuant to Article 14, Section 14.4, the Declarant has conveyed the last residence in the Community to a party that is not the Declarant. Accordingly, obtaining the Declarant’s consent to this Amendment is not required.

D. 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.

E. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable, not unduly burdensome and necessary to protect the neighborhood character of the Community.

F. The purpose of this Amendment is to impose certain limitations on the leasing and use of residences within the Community.

G. The undersigned, being the President and Secretary of the Association certify that it has obtained approval of this Amendment by at least sixty-seven percent (67%) of the total votes of the Association. Alternatively, the Association has obtained approval for this Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act.

H. The definition “Lot” shall mean a physical portion of the Community Area which is designated for separate ownership or occupancy as shown on any Plat or Supplemental Plat. Each Lot constitutes a “unit” as defined in the Colorado Common Interest Ownership Act, Section 38-33.3-103(30), Colorado Revised Statutes. For the purpose of this amendment, the term “Lot” is synonymous with residence, home or dwelling unit and commercial properties.

I. As amended by this Amendment, the Original Declaration is referred to as the “**Declaration.**”

J. The terms Association and HOA are synonymous with the terms Association Board and the Board of Directors.

K. This Amendment does not apply to the commercial or apartment lots known as 2102 University Park Blvd., 5590 Academy Blvd. north., 2120 University Park Blvd., 2105 University Park Blvd. and 2502 Rockhurst Blvd.

NOW, THEREFORE, the Association hereby approves and adopts the following:

L. Amendments. The Original Declaration is hereby amended as follows:

(a) **Addition. The following Section 4.14 is hereby added to the terms and provisions of Article IV, Living Environment Standards:**

Section 4.14 Leasing. Any Owner shall have the right to lease or allow occupancy of a residence upon such terms and conditions as the Owner may deem advisable, subject to the following restrictions:

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

(b) Short term occupancies and rentals of a residence that are less than six (6) months, including but not limited to transient, hotel, bed-and-breakfast, internet based rental services, internet website, application “app” rentals, any means of solicitation, vacation-type rentals, shall be prohibited without prior written permission from the Association Board. Upon the expiration of any lease of at least six (6) months, the Owner may thereafter extend that lease on a month-to-month basis.

No Short-term or Long-term Subleasing is permitted; meaning the leasing or rental of a leased residence from the tenant under the lease to another person.

(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 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.

(d) Each Owner who leases his or her residence shall provide the Association a copy of the current lease and tenant name(s) and contact information.

(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 residences 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.

(g) All occupancies or rentals of residences 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 thirty (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 residence.

(h) Leases shall be for the entire residence or dwelling unit and not for one portion of a residence, such as one room or level of a home.

(i) All Owners who reside at a place other than the residence 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.

(j) The Association Board 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.

(k) The Association Board shall have the authority to impose penalties and fines for Owners that violate the provisions of this Section 4.14. Such penalties and amounts are determined in the Covenant Enforcement Policy and may be amended from time to time at the discretion of the Association Board.

(b) **Addition. The following Section 4.15 is hereby added to the terms and provisions of Article IV, Living Environment Standards:**

Section 4.15 Prohibition of Marijuana and Illicit Drug Distribution and Growing. Except for the growth of marijuana for personal use as permitted by Colorado law, no Owner or occupant of a residence may utilize such residence for the purpose of growing or distributing marijuana, medical marijuana, manufacturing and processing of hash oil, or any other illicit drugs.

No Owner or occupant of a Residence may engage in any activity or practice which, in the sole discretion of the Association Board, is considered a threat to the health and/or safety of other Owners and residents within the Community Area, including but not limited to, any hazardous activities, hoarding, creating conditions conducive to indoor fires, allowing residences to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other residents in the Community Area.

These prohibitions may further be clarified by the Association Board through its Rules and Regulations, which may be adopted from time to time. Owners will be responsible for any damage resulting from a violation of the terms and conditions of this Section 4.15.

(c) **Addition. The following Section 4.16 is hereby added to the terms and provisions of Article IV, Living Environment Standards:**

Section 4.16 Use of Residence or Dwelling Unit. As provided in this Declaration, all residences shall be used for residential purposes only as residential dwellings.

Commercial and business uses with any adverse external effect on the nature, perception, operation or ambiance of the Community Area as a first class residential community, as reasonably determined by the Board, are prohibited unless they are:

- (i) approved in writing by the Association.
- (ii) are specifically allowed by this Declaration.

- (iii) are allowed pursuant to restrictions of record and by local zoning ordinances and regulations.
- (iv) occupancies may also be subject to any Rules and Regulations adopted by the Association.

M. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments, if any, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

**UNIVERSITY PARK HOMEOWNER'S
ASSOCIATION, a Colorado nonprofit corporation**

By: _____
President

By: _____
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing was acknowledged before me this ____ day of _____, 2018, by _____, President of University Park Homeowner's Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing was acknowledged before me this ____ day of _____, 2018, by _____, Secretary of University Park Homeowner's Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____.

Notary Public