

**AMENDMENT  
TO THE  
DECLARATION  
OF  
PARK MEADOWS VILLAGE**

THIS AMENDMENT is made this 5 day of April, 2017.

**RECITALS**

A. Simms/Union, Ltd., a Colorado limited partnership, created the Park Meadows Village community by recording the Declaration of Park Meadows Village in the real property records of Jefferson County, State of Colorado, on December 11, 1984, at Reception No. 84114609 ("Declaration").

B. The Declaration provides for and allows for this Amendment to the Declaration of Park Meadows Village (the "Amendment") in Article XVIII, Section 18.1 which provides, in pertinent part, as follows:

The provisions of this Declaration may be amended or terminated, in whole or in part, at any time and from time to time, by . . .

18.1.2. . . . prior written approval of the private Condominium Unit Owners owning not less than 75% of the . . . Condominium Units and of the First Mortgagees owning First Mortgages on not less than 51% of the mortgaged Condominium Units;

C. The 75% owner approval requirement is void by operation of law (C.R.S. §38-33.3-317(1)) and is automatically lowered to 67% of the Condominium Units.

D. The purpose of this Amendment is to revise provisions pertaining to pets and leasing restrictions.

E. The undersigned, being the President and Secretary of the Association, hereby certify that Members owning at least 67% of the Condominium Units and first mortgagees representing at least 51% of the mortgaged Condominium Units have consented and agreed to this Amendment. Alternatively, the Association has obtained approval for the proposed Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act.

NOW THEREFORE,

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

(a) **Repeal and Replacement**. The following Article XI, Section 11.8 is hereby repealed in its entirety and replaced with the following:

11.8. Household Pets. No animals, livestock, poultry, or bees of any kind shall be raised, bred, kept or boarded in the Project; provided however, one dog and/or one cat, or two cats may be housed in each Condominium Unit by Owners only. Non-Owner residents shall not keep or house any pets in the community unless such pets are housed inside the Unit and do not leave the premises. Pets allowed for renters include: cats, birds, and reptiles. Pets may not be kept for any commercial purpose and must not create a nuisance. The Association shall have the right to determine, in its sole discretion, whether an animal is being kept for commercial purposes or if it is a nuisance. All animals must be kept on a leash at all times when outside the Units.

(b) **Repeal and Restatement**. The following Article XI, Section 11.15 is hereby repealed in its entirety and replaced with the following:

11.15. Leasing Condominium Units. The Owner of a Condominium Unit shall have the right to lease his/her Condominium Unit under the following conditions: (a) All leases shall be in writing; (b) Leases must be for a minimum term of 12 months; (c) Owners who are leasing their Units must provide the Association a copy of each rental agreement and contact information for the lessees; and (d) No more than three units may be rented at any one time, provided however, the Board shall have authority to grant temporary exceptions for hardship cases, as determined in its sole discretion. Examples of hardships include but are not limited to: illness, military leave, and medical issues.

Owners who are leasing their Units upon the effective date of this Amendment shall be entitled to continue leasing as long as they provide a copy of their lease agreements to the Association within 30 days of recording of this Amendment.

If three units are being leased in the community, additional owners who wish to lease will be placed on a waiting list and shall be

authorized to lease their units once the total number of leases drops below three units.

The Board may adopt additional processes and procedures addressing leasing in the community.

(c) **Repeal and Restatement.** XVIII, Section 18.1 is hereby repealed in its entirety and replaced with the following:

18.1 Amendment. Any provision, covenant, condition, or restriction in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, or restrictions may be added, at any time, upon approval of Owners holding at least 67% of the Association vote and 51% of Eligible Mortgage Holders. "Eligible Mortgage Holders" shall be defined as holders of first mortgages on Units that have submitted written requests for the Association to notify them of any proposed action requiring the consent of a specified percentage of Eligible Mortgage Holders, which request must contain the Holder's name, address, and the legal description and address of the Unit upon which it holds the security interest.

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.

PARK MEADOWS VILLAGE HOMEOWNER'S ASSOCIATION, INC., a Colorado nonprofit corporation

By: William J. Hines  
President

By: Diane P. Theuring  
Secretary

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Jefferson )

The foregoing was acknowledged before me this 5 day of April, 2017, by William Hines, as President and Diane Theuring as Secretary of the Park Meadows Village Homeowner's Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.  
My commission expires: 01/25/2021

Kelsi Bunn  
Notary Public

