

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
PARK PLACE CONDOMINIUMS**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Park Place Condominiums ("Amendment") is made this 9 day of August, 2019.

**RECITALS**

A. Declarant, W.D. Ritchie Development Company, a Colorado general partnership, submitted certain real property to the Declaration of Covenants, Conditions and Restrictions of Park Place Condominiums, as recorded in the real property records of El Paso County, Colorado on June 28, 1985 in Book 5028, Page 1348 at Reception No. 01269102.

B. Article XVII, Section 17.1 of the Declaration provides that the Declaration may be amended with the prior approval duly executed and recorded by Owners representing an aggregate Proportionate Interest of at least 67%. Owners holding at least 67% of the aggregate Proportionate Interest have approved this Amendment evidenced by the attached consents.

C. Section 17.1 of the Declaration also requires approval by the First Mortgagees representing votes of unit estates that are subject to mortgages held by eligible holders. The First Mortgagees are deemed to have approved this Amendment in accordance with the procedures outlined in C.R.S. § 38-33.3-217(1)(b).

NOW, THEREFORE, the Declaration is hereby amended as follows:

- I. **Repeal and Restatement.** Article VII, Section 7.10 is revised by deleting that section in its entirety and substituting the following:

**7.10 Leasing of Condominium Units.**

A. **Primary Owner Occupancy Covenant and Restriction.** The Condominium Project is restricted to be occupied primarily by Owners. The restrictions in this Section 7.10 are intended to support continued primary Owner occupancy in the community, to enhance and preserve the value of the Units and, to enhance the ability of Owners to obtain financing for Unit sales or for re-financing at costs, rates and terms which are as favorable as possible to Owner occupied communities. Except as provided for in this Section 7.10, occupancy and leasing of Units is prohibited.

B. Definitions.

1. "Effective Date" means the date this Amendment is recorded in the El Paso County, Colorado land records.
2. "Grandfathered Owner" means an Owner who is leasing his/her Unit on the Effective Date. Grandfathering applies only to the Unit owned by the Grandfathered Owner on the Effective Date. Grandfathering continues only until the date the Grandfathered Owner conveys title to the Grandfathered Unit to any other Person (other than the Owner's spouse or significant other).
3. "Grandfathered Unit" means the Unit owned by a Grandfathered Owner on the Effective Date.
4. "Leasing" means the regular, exclusive occupancy of a Unit by any Person(s) other than: (a) the Owner or (b) a parent, child or spouse of an Owner, or (c) one Person who occupies the Unit with the Owner or parent, child or spouse occupying the Unit as his/her primary residence.

C. Leasing Permit and Restriction.

1. No Owner of a Unit may lease his/her Unit unless: (a) the Owner is a Grandfathered Owner, (b) the Owner is not a Grandfathered Owner but has received a written leasing permit from the Association authorizing leasing, or (c) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Association as provided below.
2. An Owner's request for a leasing permit will be approved if the number of current, outstanding permits issued plus Grandfathered Units is less than twenty percent (20%) of the total Units in the community.
3. Leasing permits and hardship leasing permits are automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse or significant other); or (2) the Owner's failure to lease the Unit for 120 consecutive days at any time after the issuance of a leasing permit; provided, however, this time frame may be extended by the Association, upon prior written request, if the Owner has been diligently pursuing the Unit's renovation and the work cannot be reasonably completed and the Unit is leased within 120 days of completion of the renovation.
4. If the number of current leasing permits issued and Grandfathered Units is more than 20% of the total number of Units, then no additional leasing permits will be issued (except for hardship leasing permits) until that number falls below 20%. Owners who have been denied a leasing permit will automatically be placed on a waiting list for a leasing permit and will be issued a permit, if they so desire, when the number falls below 20%. The issuance of a hardship leasing permit to an Owner will not cause the Owner to be removed from the waiting list for a leasing permit.

D. Hardship Leasing Permits.

1. If the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Association for a hardship leasing permit. The Association has the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (a) the nature, degree, and likely duration of the hardship; (b) the harm, if any, which will result to the community if the permit is approved; (c) the number of hardship leasing permits which have been issued to other Owners; (d) the Owner's ability to cure the hardship; (e) whether previous hardship leasing permits have been issued to the Owner; and (f) any other facts the Association determines to be reasonably appropriate.

2. A "hardship" includes, but is not limited to, the following situations: (a) an Owner must relocate his/her residence outside the greater metropolitan area and cannot, within six months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (b) an Owner dies and the Unit is being administered by his/her estate; or (c) an Owner takes a leave of absence or temporarily relocates out of the metropolitan area and intends to return to reside in the Unit within one year.

3. Hardship leasing permits are valid for a term not to exceed one year, as determined by the Association (provided no permit will be issued for a lease of less than 30 days). Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant. Hardship leasing permits will be automatically revoked if, during the term of the permit, the Owner is approved for and receives a leasing permit.

E. Leasing Provisions. When leasing is permitted under this Section 7.10, it will be governed by the following provisions:

1. Notice. At least seven days before entering into a lease, the Owner will provide the Board with a copy of the proposed lease agreement (rental amount may be redacted). The Association will approve or disapprove the form of said lease. If a lease is disapproved, the Association will notify the Owner of the action to be taken to bring the lease into compliance with the Declaration and any Rules and Regulations. Nothing herein will be construed as giving the Association the right to approve or disapprove a proposed resident; the Association's approval or disapproval is limited to the form of the proposed lease agreement.

2. General. Units may be leased only in their entirety; no rooms or fractions of Units may be leased without prior written Association approval. All leases will be in writing and in a form approved by the Association prior to the effective date of the lease. There will be no subleasing of Units or assignment of leases without prior written Association approval. All leases must be for an initial term of not less than six months, except with written Board approval, which will not be unreasonably withheld in cases of undue hardship and will not be for a term of less than 30 days. Within ten days after executing a lease agreement for the lease of a Unit, the Owner must provide the Association with a copy of the lease and the name of all residents occupying the Unit. The Owner must

provide the resident with copies of the Association's Declaration and amendments, if any, articles of incorporation, bylaws, rules and regulations, and policies and procedures ("Governing Documents").

3. Contents of Lease. Each lease will contain the following covenants. If the covenants are not expressly contained, then they are deemed incorporated into the lease by existence of this provision.

(a) Compliance with Governing Documents. The Owner and resident will comply with all provisions of the Governing Documents and will control the conduct of all other residents and guests of the leased Unit in order to ensure compliance. The Owner will cause all residents of his/her Unit to comply with the Governing Documents, and will be responsible for all violations by the residents, notwithstanding the fact that the residents are fully liable and may be sanctioned for the violation.

(i) Remedies. If a Unit is leased or occupied in violation of this Section 7.10 or if the Owner or resident violates the Governing Documents, the Association will be authorized, in addition to all other available remedies, to levy fines against the resident and/or Owner, and to suspend all voting privileges of the Owner, residents and unauthorized tenant(s).

(ii) Use of Common Elements. The Owner transfers and assigns to the resident, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including, but not limited to, the use of any and all recreational facilities.

(b) Default for Non-Compliance. All leases and rental agreements 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 is a default of the lease or rental agreement and this Declaration.

F. Applicability of this Section. This Section 7.10 does not apply to any leasing transaction entered into by the Association, or by any first Mortgage Holder who becomes a Unit Owner through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by the Mortgage. These parties will be permitted to lease a Unit without first obtaining a permit in accordance with this Section 7.10 and the Units will not be considered as being leased in determining the maximum number of Units that may be leased.

II. Amendment. Article VII is amended by adding a new Section 7.14 as follows:

**7.14 Smoking Covenants, Restrictions and Limitations.**

A. "Smoking" includes using, utilizing, inhaling, exhaling or carrying any lighted cigarette, cigar or other tobacco product, marijuana or any other burning substance for personal consumption or recreational use.

B. No Owner, guest, family member, tenant, resident, invitee or visitor is permitted to engage in smoking (as defined) or to smoke:

1. Within any Unit; or
2. On any portion of the General Common Elements or Limited Common Elements, except as provided in this Section 7.14 or as provided and approved by the Board.

C. Smoking is permitted on the Unit's exterior Limited Common Element patios and balconies as long as the smoke does not enter another Unit. The Association may permit smoking in posted designated outdoor areas of the General Common Elements or as set forth in the Association's rules and regulations, as may be adopted by the Board.

D. The Association's Board of Directors may adopt rules and regulations or policies regarding smoking, to further define the covenants, restrictions and limitations provided under this section of the Declaration and including areas where smoking may be permitted.

E. Areas where smoking is permitted may be indicated by signs or other means designating the area as a permissible area.

F. Any Owner who rents their Unit or otherwise allows someone other than the Owner to reside in the Unit, will disclose to all persons residing or visiting that Unit that smoking is prohibited within the Unit, General Common Elements and Limited Common Elements, except in designated areas.

G. The Board of Directors may also require that all new leases after the effective date of the Amendment and any renewals of existing leases include no-smoking provisions.

III. **Repeal and Reinstatement.** Article XVII, Section 17.1 is revised by deleting that section in its entirety and substituting the following:

**17.1 Duration and Amendment.**

A. Duration. The covenants and restrictions of this Declaration run with and bind the community perpetually unless otherwise terminated as provided in C.R.S. § 38-33.3-218.

B. Amendments.

1. Amendment by Owners. This Declaration may be amended by the affirmative vote, written agreement, or any combination of affirmative vote and written agreement of the Owners holding at least 67% of the total Association vote; provided however, any amendment to modify an Owner's Proportionate Interest in the Common Elements appurtenant to each Unit as set forth in Exhibit B, may not be changed unless approved by Owners holding 100% of the total Association vote.

If a proposed amendment will be considered at a Member meeting, notice of the meeting will state the general subject matter of the proposed amendment. No amendment will be effective until certified by the Association's president and secretary and recorded in the real property records

2. First Mortgagee Approval for Material Amendments. In addition to the above, amendments to the Declaration of a material adverse nature to a First Mortgage must be approved by the First Mortgagee who represent at least 75% of the votes of Units that are subject to First Mortgages. The First Mortgagee is entitled to one vote for each First Mortgage owned.

Any First Mortgagee who receives a written request from the Association to respond to any action is deemed to have approved the action if the Association does not receive a written response from the First Mortgagee within 60 days of the date of the Association's request, provided the request is delivered to the First Mortgagee by certified or registered mail, return receipt requested.

Approval of any proposed amendment by a First Mortgagee is deemed implied and consented to if the First Mortgagee fails to submit a response to any written proposal for an amendment as provided in this Declaration.

3. Amendments by Board of Directors. The Board, without the necessity of a vote by the Owners, may amend this Declaration to correct any scrivener's errors, to comply with any applicable local, state or federal law, and/or to bring the community into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") or any successor governmental agencies pursuant to federal law.

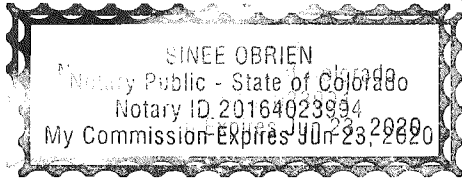
4. Validity. Any action to challenge an amendment's validity must be brought within one year of the effective date of the amendment.

- IV. Conflicting Provisions. The terms and conditions of this Amendment control over any conflicting provision set forth in the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations and such conflicting provision is of no further force or effect.
- V. No Other Amendments. Except as amended by the terms of this Amendment, the Declaration shall remain in full force and effect.
- VI. Effective Date. This Amendment shall be effective upon recording.
- VII. Validity. Any action to challenge this Amendment's validity must be brought within one year of the effective date of the Amendment.

[SIGNATURES BEGIN ON SUBSEQUENT PAGE.]

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of Monument Park Place Condominium Owners Association, Inc. hereby certify that the Association has obtained the approval for this Amendment as set forth in the Recitals above.

**MONUMENT PARK PLACE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Colorado nonprofit corporation



By: Robert E. Doyle  
President

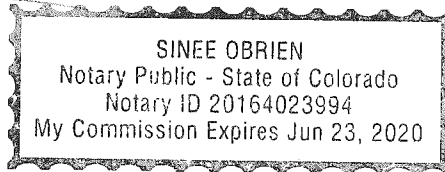
By: Elizabeth H. Graber  
Secretary

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

The foregoing was acknowledged before me this 9 day of August, 2019, by Robert E Doyle, as President of Monument Park Place Condominium Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.  
My commission expires: Jun 23, 2020

[Signature]  
Notary Public



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

The foregoing was acknowledged before me this 9 day of August, 2019, by Elizabeth H Graber, as Secretary of Monument Park Place Condominium Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.  
My commission expires: Jun 23 2020

[Signature]  
Notary Public