

**AMENDMENT
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRY CLUB HEIGHTS HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT DECLARATION is made this 17th day of July, 1999 by Country Club Heights Homeowners Association, Inc., a Colorado non-profit corporation (herein, the "**Association**").

R E C I T A L S

1. On August 11, 1981 Country Club Heights Joint Venture, a Colorado general partnership as "**Declarant**" filed a document styled "Declaration of Covenants, Conditions and Restrictions for Country Club Heights Homeowners Association, Inc.," which document was filed as Reception No. 268574, Misc. File #5556 of the Moffat County, Colorado records (herein, the "**Declaration**"). All definitions set forth in Article II thereof are incorporated herein, and when stated herein shall have the meaning set forth in said **Declaration**.

2. The **Association** is a Colorado non-profit corporation formed to provide for maintenance, preservation and control of the property in the **Common Area** and **Privately Owned Sites** and to further the common interests of the **Members** as those terms are defined in the **Declaration**.

3. The **Members** of the **Association** were granted the right to amend the **Declaration**, all as provided in Article XI, Section 11.3, of the **Declaration**.

4. At the regular annual meeting of the **Association** held at 6:30 o'clock p.m. on the 17th day of July, 1999 at The Golden Cavy Restaurant, 538 N. Yampa Avenue, Craig, Colorado, the following amendments to the **Declaration** were approved by the affirmative vote of 75% of the **Members** of the **Association** with voting power.

ARTICLE I

GENERAL

A new Section 1.4 shall be added to the **Declaration** which shall read as follows:

Section 1.4. Termination of Declarant. The initial **Declarant**, Country Club Heights Joint Venture, a Colorado general partnership, no longer owns a **Privately Owned Site** within the **Project Area** and is, therefore, not a **Member** of the **Association** and no longer has any voting rights. Any provision in the **Declaration** that grants or reserves any right or imposes any duty on **Declarant** is hereby deleted and henceforth, the **Association**, acting through its **Members**, has the duties and powers set forth in the **Declaration** and this **Amendment**.

ARTICLE III

ASSOCIATION OPERATION

Section 3.4 shall be amended to read as follows:

Section 3.4. Voting Rights. Each **Member** shall have the right to cast votes for the election of the **Board of Directors** of the **Association**. A **Member** shall be entitled to one (1) vote for each **Privately Owned Site** which he or it owns. The **Bylaws** of the **Association** shall provide for the manner, time, place, conduct and voting procedure for **Member** meetings.

ARTICLE V

PARKING RIGHTS

Section 5.1 shall be amended to read as follows:

Section 5.1. Members' Rights of Use and Enjoyment Generally. Subject to the provisions of this Declaration, each **Owner** of a **Privately Owned Site** shall have a non-exclusive right and easement for use and enjoyment of services provided by the **Association** and of the **Common Area**. Each **Owner** may use the **Common Areas** and sidewalks located within the entire **Properties** in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other **Owners**, and subject to the rules and regulations contained in this **Declaration**. Such right and easement shall be appurtenant to and pass with title to the **Privately Owned Site**.

Section 5.9 shall be amended to read as follows:

Section 5.9. Owner and Tenant Rights. The **Owner** of each **Privately Owned Site** shall be entitled to the use of the parking area from property line to property line, or from the center of the storage unit to the center of the front yard area in front of each **Privately Owned Site**. The end unit sites will have one space in front of the unit and the first space around the end of the unit. The **Association** shall have the authority to assign said parking spaces as well as regulate the use of said parking spaces and parking spaces designated for visitors and/or guests. Any vehicle parked in areas other than mentioned above are subject to being towed at the vehicle owner's expense. Prior to any liquidation or dissolution of the **Association**, or transfer or dedication of the **Common Area**, the **Association** shall convey to each **Owner** the parking spaces then being assigned to such **Owner**, together with a right-of-way and easement across the **Common Area** from each **Privately Owned Site** and corresponding parking spaces to a public way.

A new Section 5.10 shall be added to the **Declaration** which shall read as follows:

Section 5.10 Guest Parking. The north and south ends of each building shall be designated as guest parking areas with the exception of the first parking space nearest the front of the end units which shall belong to the end unit. **Owner** or tenant vehicles parked in the guest parking areas are subject to being towed at the vehicle owner's expense.

ARTICLE VII

ASSESSMENTS, BUDGETS AND FUNDS

Section 7.1 shall be amended to read as follows:

Section 7.1. Maintenance Funds to be Established. Monies received by the **Association** from **Common Assessments** shall be deposited to an **Association** account (hereinafter referred to as "**Maintenance Funds**") from which disbursements are made in the performance of **Association** functions. The **Association** may, if the **Board** deems it convenient, establish and maintain separate accounts such as: (a) an **Administrative Functions Operating Fund**; (b) an **Administrative Functions Reserve Fund**; (c) a **Recreation Functions Operating Fund** when, if ever, the **Association** owns and operates recreational facilities that are available for use by **Owners**; (d) a **Recreation Functions Reserve Fund** for each such recreation facility, if any; (e) a **Public Functions Operating Fund** when, if ever, the **Association** assumes any **Public Function**; and (f) a **Public Functions Reserve Fund** when, if ever, the **Association** assumes any **Public Functions**. Any account established by the **Association** shall be established as one or more trust savings or trust checking accounts at any financial institution in which deposits are insured by an agency of the Federal government.

Section 7.3 is deleted.

Section 7.5 shall be amended to read as follows:

Section 7.5. Disbursements from Maintenance Funds. All amounts deposited in the **Maintenance Funds** shall be used solely for the common benefit of all the **Members** for purposes authorized by this **Declaration**.

Section 7.8 shall be amended to read as follows:

Section 7.8. Common Assessment. The **Association** shall levy **Common Assessments** against **Owners** of the **Privately Owned Sites**. Such **Common Assessments** shall be set by the **Association** in accordance with Section 7.12 below and shall apply for the succeeding twelve (12) months. Each **Owner** shall be obligated to pay the **Common Assessments** levied against and allocated to such **Owner** and the **Privately Owned Site** of such **Owner** as more specifically set forth in this **Declaration**.

Section 7.12 shall be amended to read as follows:

Section 7.12. Annual Budgets. The **Board of Directors** shall cause to be prepared on an annual basis a **Budget** for the following twelve (12) months. The **Budget** shall show, in reasonable detail, the categories of expenses and the amount of expenses in each **Maintenance Fund**, and shall reflect any expected income of the **Association** for the coming twelve (12) months and any expected surplus from the prior year. The **Budget** may include an amount for deposits to create, replenish or add to the proper Reserve Fund for major capital repairs, replacements and **Improvements** for the **Common Area**. The **Board** shall cause a copy of the **Budget** to be distributed to each **Member** promptly after the **Budget** is prepared and approved by the **Board**, but in no event later than June of each year, and shall cause a copy of the **Budget** to be maintained at the principal office of the **Association**. In the event the **Association** does not have an address for any **Member**, such maintenance at the **Association's** office shall be deemed delivery to any such **Member**.

Section 7.13 is deleted.

Section 7.14 is deleted.

Section 7.15 shall be amended to read as follows:

Section 7.15 Supplemental Common Assessments. During any calendar year, the **Board** by majority vote may thereafter levy one or more supplemental **Common Assessments** during such calendar year, if it determines that the important and essential functions of the **Association** cannot be funded by such lesser **Common Assessment**.

Section 7.16 is deleted.

Section 7.18 shall be amended to read as follows:

Section 7.18. Failure to Fix Assessment. The failure by the **Board of Directors** to levy an **Assessment** for any year shall not be deemed a waiver or modification with respect to any of the provisions of this **Declaration** or a release of the liability of any **Member** to pay **Assessments**, or any installment thereof, for that or any subsequent year, and the **Common Assessment** for the previous year shall be deemed to be the **Assessment** for the succeeding year unless specifically waived by **Board** action.

No abatement of the **Common Assessment** or any other **Assessment** shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or **Improvements** to the **Common Area** or from any action taken to comply with any determination of the **Board of Directors** or for any other reason.

Section 7.21 shall be amended to read as follows:

Section 7.21. Late Charges and Interest. If any **Common Assessment, Special Assessment or Reimbursement Assessment** or any installment thereof is not paid within thirty (30) days after it is due, the **Member** obligated to pay the **Assessment** may be required to pay a reasonable late charge to be determined by the **Board**. Any **Assessment** or installment of an **Assessment** which is not paid within thirty (30) days after it is due shall bear interest from the due date at the rate of eighteen percent (18%) per annum simple interest.

ARTICLE VIII

GENERAL RESTRICTIONS APPLICABLE TO PROPERTY

Section 8.17 shall be amended to read as follows:

Section 8.17. Restriction on Parking Motor Vehicles. No motor vehicle owned or leased by **Owners** or their guests or invitees shall be parked or maintained on any street within the **Project Area**, except for those areas specifically designated for parking. No street or parking lot in the **Project Area** shall be used to store motor vehicles when they are not in use or are not operable.

Section 8.18 shall be amended to read as follows:

Section 8.18. Restriction on Trailers and Recreational Vehicles. No mobile home, trailer, automobile, truck, camper, or other vehicle may be used for temporary or permanent sleeping or living purposes while within the **Project Area**. No street or parking lot in the **Project Area** shall be used to store any of the aforementioned vehicles.

A new Section 8.19 shall be added to the **Declaration** which shall read as follows:

Section 8.19. Towing Vehicles. Any vehicle parked in an area other than those designated by this **Declaration** shall be subject to being towed at the vehicle owner's expense. Vehicles with expired license tags shall also be subject to being towed at the vehicle owner's expense.

A new Section 8.20 shall be added to the **Declaration** which shall read as follows:

Section 8.20. No Outside Pets. No cat, dog or other animal shall be allowed outside (herein defined as "**Outside Pet**") or on a **Privately Owned Site** at any time, unless such cat, dog or animal is kept exclusively indoors. Any allowed cat, dog or animal shall be on a leash at all times when transported or walked off the **Project Area**. The **Owner** of any **Privately Owned Site** harboring a prohibited pet will be served notice that he or she has seven (7) days to remove the **Outside Pet**. If, after notice, the **Owner** fails to remove the **Outside Pet** from the **Privately Owned Site** the **Owner's Common Assessments** shall be doubled for any time the **Outside Pet** is on the premises and these **Assessments** shall be collectable in the same manner as provided in Article VII of the **Declaration**. The **Owner** of each **Privately Owned Site** shall be responsible for enforcing this provision and is responsible for his or her tenants. Additionally, the **Owner** is responsible for the increase in **Assessments** when this Article is violated.

ARTICLE XI

MISCELLANEOUS

Section 11.2 is deleted.

Section 11.5 is deleted.

Section 11.13 is deleted.

