

**LIMITED AMENDMENT TO
THE CONDOMINIUM DECLARATION FOR FIVE FOUNTAINS CONDOMINIUMS**

THIS LIMITED AMENDMENT ("Amendment") is made this ____ day of _____, 2024.

RECITALS

- A. The Condominium Declaration for Five Fountains Condominiums was recorded at Reception No. 182920 in the Office of the Clerk and Recorder of El Paso County, Colorado, on October 7, 1975 ("Declaration"), as may be amended.
- B. The Homeowner's Manual, recorded at Reception No. 01420931 in the Office of the Clerk and Recorder of El Paso County, Colorado, on July 10, 1986 ("Homeowner's Manual").
- C. The purpose of this Amendment is to set the minimum lease/rental term to thirty (30) consecutive days and prohibit any shorter lease/rental term, as well as set requirements regarding leasing/renting Units.
- D. Section 20 of the Declaration states that the Declaration may be amended or modified by vote of Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the General Common Elements and all of the holders of all recorded mortgages or deeds of trust covering all Units. However, pursuant to C.R.S. § 38-33.3-217, any Owner approval requirement greater than sixty-seven percent (67%) is declared void as contrary to public policy. Accordingly, the Declaration may be amended with the written approval of Condominium Unit Owners owning not less than 67% of the total Units. There are no known holders of recorded mortgages or deeds of trust covering or affecting any Unit.
- E. The Condominium Unit Owners owning not less than 67% of the total Units have approved this amendment and both the Association and the Owners have determined it to be reasonable and not burdensome.
- F. This Amendment replaces and supersedes all other references to short-term rentals, parking, and pets as they relate to rentals/leases in the Association's policies, rules, and regulations.

NOW THEREFORE, the Declaration is hereby amended as follows:

AMENDMENT

- I. Amendment. Section 34(g) of the Declaration is hereby repealed and amended to state as follows:

Section 34(g) Rental Restrictions. The Association is intended to be an owner-occupied community. However, any Owner has the right to lease or allow occupancy of a Unit upon terms and conditions the Owner deems advisable, subject to restrictions of this Declaration, any other restrictions of record, and the following:

1. "Leasing" for the purposes of this Declaration is defined as regular occupancy of a Unit by any person other than the Owner and the Owner's household members, with or without consideration. For the purposes of this Declaration, occupancy by roommates and/or occasional guests of an Owner who simultaneously occupies the Unit as their primary residence does not constitute leasing under this Declaration.
2. "Tenant" shall mean a person who is a named party to a lease to a Unit within the Association and has all of the legal duties obligated under the lease agreement. Tenant will be responsible for actions of his Occupants and guests.
3. Leases will be for the entire Unit.

4. Lease occupancies for less than thirty (30) consecutive days are prohibited. Subletting is not permitted.
5. Owners and Tenants are obligated to occupy the Unit in a manner that complies with all applicable county or local municipal ordinances or regulations, including, without limitation, any violation of occupancy limits or short-term rental licensing requirements.
6. All leases will be in writing and will provide that the lease is subject to the governing documents, including, but not limited to: the Declaration, the Bylaws, the Articles of Incorporation, as well as any rules and regulations, or policies and procedures. The Association has the authority to require a particular lease form or addendum to implement the provisions of this section. Owners are required to provide Tenants with copies of the current Declaration and Rules and Regulations. Any failure to comply with these governing documents shall be considered a default of the lease.
7. Each Owner who leases their Unit will provide the Association, upon request, a copy of the current lease (lease amount may be redacted) and Tenant information, including the names of all occupants, vehicle information for all occupants, and any other information reasonably requested by the Association or its agents.
8. Tenants must adhere to all Association's Parking Policy located on the Association's website.
9. All Owners who reside at a place other than the Unit will provide to the Association an email address, physical address, and phone number(s) where the Owner can be reached in case of emergency or other Association business. The Owner is solely responsible to keep this information current.
10. Tenants are permitted to have pets in accordance with the same rules and regulations concerning pets and animals that Owners must adhere to. Any violation of these or any other rules and regulations of the Association will be considered a default of the lease.

II. Conflict. In the case of any conflicting terms between the Declaration and The Homeowners Manual or any policy, rule, or regulation of the Association, the Declaration shall control.

III. Effective Date. This Amendment shall be effective upon recording.

(Signatures on following page)

IN WITNESS WHEREOF, the undersigned officer of Five Fountains Condominiums Association, Inc. hereby certifies that Owners representing at least 67% of the votes in the Association have approved this Amendment in accordance with Section 20 of the Declaration.

FIVE FOUNTAINS CONDOMINIUMS ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: _____
President

By: _____
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2024, by _____, as President of Five Fountains Condominiums Association, Inc., a Colorado nonprofit corporation.

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

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2024, by _____, as Secretary of Five Fountains Condominiums Association, Inc., a Colorado nonprofit corporation.

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

Notary Public