

AFTER RECORDING RETURN TO:
Altitude Community Law P.C.
555 Zang St., Suite 100
Lakewood, CO 80228

**LIMITED AMENDMENT
TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE SONOMA VILLAGE AT UTE CREEK
HOMEOWNERS ASSOCIATION**

THIS LIMITED AMENDMENT is made this 26 day of July, 2022.

RECITALS

A. On September 9, 2003, Sonoma & Pinnacle, LLC, a Colorado limited liability company, created the Sonoma Village at Ute Creek community ("Community") by recording that Declaration of Covenants, Conditions and Restrictions of The Sonoma Village at Ute Creek Homeowners Association in the real property records of the County of Boulder, State of Colorado, at Reception No. 2500058 (as subsequently amended and supplemented, the "Existing Declaration") subjecting the real estate described therein to its terms and conditions.

B. The Existing Declaration, per that First Amendment to the Declaration of Covenants, Conditions and Restrictions of The Sonoma Village at Ute Creek Homeowners Association recorded on January 11, 2013 in the real property records of the County of Boulder, State of Colorado, at Reception No. 03281901 provides for, and allows, this Limited Amendment to the Declaration of Covenants, Conditions and Restrictions of The Sonoma Village at Ute Creek Homeowners Association ("Limited Amendment") in Section 13.5, which provides as follows:

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Owners holding at least 67% of the votes in the Association. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the County of Boulder, State of Colorado of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

C. The Existing Declaration further provides for and allows for this Limited Amendment in Section 9.3, which provides, in part, as follows:

Unless at least sixty-seven percent (67%) of the Eligible Holders of first lien Security Interests (based on one (1) vote for each mortgage owned) of Units in the Association

and requisite Unit Owners have given their written approval, neither the Association nor any Member shall... (g) amend any material provision of this Declaration.

D. All Owners are aware of the provisions of the Existing Declaration allowing for amendment, by virtue of the record notice of the Existing Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

E. This Limited Amendment has been prepared and determined by the Association and by the Owners that have approved it to be reasonable and not burdensome.

F. The purpose of this Limited Amendment is to amend the Existing Declaration to restrict and prohibit Owners from renting their Units on a short-term basis.

G. The undersigned, being the President and Secretary of the Association, hereby certify that the Association hereby approves and that Owners holding at least 67% of the votes in the Association have approved this Limited Amendment. Alternatively, the Association has obtained approval for this Limited Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act. The undersigned further certify that there are no "Eligible Holders" as such term is defined in the Existing Declaration.

H. As amended by this Limited Amendment, the Existing Declaration is referred to as the "Declaration."

NOW THEREFORE,

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

(a) Repeal and Restatement. Article 6, Section 6.2 is hereby repealed in its entirety and the following Article 6, Section 6.2 is substituted:

Section 6.2 Leasing and Occupancy. Any Unit Owner shall have the right to lease or allow occupancy of a Unit upon such terms and conditions as the Unit Owner may deem advisable, subject to restrictions of record and the terms of this Declaration. Any lease, license, or rental agreement for a Unit or portion thereof shall be in writing, a copy of which shall be delivered to the Executive Board or the Association's managing agent prior to the effective date, and such agreement shall provide that the lease, license, rental, and occupancy of the Unit is subject to the terms of this Declaration, the Bylaws of the Association, the Articles of Incorporation and the rules and regulations of the Association. Short term leasing, licenses, and rentals of Units for less than 30 days is prohibited. Such prohibition includes, but is not limited to, short term leases, licenses, and rentals of Units for less than 30 days through the use of VRBO, Airbnb, HomeAway, or other such online rental sites.

II. No Other Amendments. Except as amended by the terms of this Limited Amendment, the Existing Declaration shall remain in full force and effect.

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

SONOMA VILLAGE AT UTE CREEK HOMEOWNERS ASSOCIATION, INC.

a Colorado nonprofit corporation

Oliver J. Brandt
President

Barbara Greenberg
Secretary

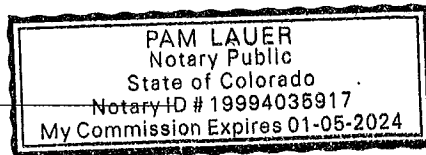
STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing was acknowledged before me this 26th day of July, 2022, by Oliver J. Brandt, as President of the Sonoma Village at Ute Creek Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 01-05-2024

Pam Lauer
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing was acknowledged before me this 26th day of July, 2022, by Barbara F. Greenberg, as Secretary of the Sonoma Village at Ute Creek Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 01-05-2024

Pam Lauer
Notary Public

