



03/01/2018 11:11 AM
City & County of Denver
Electronically Recorded

R \$23.00

D \$0.00

AMD

AMENDMENT TO THE CONDOMINIUM DECLARATION
FOR
NO. 25 DOWNING

THIS AMENDMENT TO CONDOMINIUM DECLARATION FOR NO. 25 DOWNING
("Amendment") is made as of December 1, 2017.

RECITALS

- A. The Condominium Declaration for No. 25 Downing was recorded on February 15, 2000 at Reception No. 2000022657 in the office of the Clerk and Recorder of the City and County of Denver, Colorado ("Original Declaration"); and
- B. Section 15.1 of the Original Declaration provides that no amendment to the Original Declaration may change the uses to which any Unit is restricted in the absence of a vote or agreement of Owners of Units to which sixty-seven percent (67%) of the votes in the Association are allocated;
- C. Section 16.1 of the Original Declaration provides that the Association shall not, unless it has obtained the prior written consent of at least sixty-seven percent (67%) of the total allocated votes in the Association, and fifty-one percent (51%) of the Eligible First Mortgagees add or amend any material provisions of the Declaration which establish, provide for, govern or regulate the imposition of any restrictions on leasing of Condominium Units;
- D. The Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated desire to amend the Original Declaration to restrict the use of Condominium Units for short-term rentals, short-term lodging, vacation rentals, home exchange arrangements, and similar uses;
- E. There are no "Eligible First Mortgagees" as that term is defined in the Original Declaration, and therefore, approval of Eligible First Mortgagees as contemplated and required by Section 16.1 of the Original Declaration is not required.

Now therefore, the Original Declaration is hereby amended as follows:

- 1. Section 6.1 of the Original Declaration is hereby amended by adding the following provision:
 - “(d) be responsible for one HVAC preventative maintenance per heat pump each year that includes the cleaning of the heat pump drain system and condensation drain pans that flow into the main line”.
- 2. Section 11.7 of the Original Declaration is hereby amended as follows:
 - “Some of the Common Elements and other equipment for which the Association has maintenance obligations (ie; cleaning the heat pump drain system and condensation

pan) are or may be located within a Unit or Units or may be conveniently accessible only through a Unit or Units. The owners of other Units, the Association, and their agents or employees, shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Elements from time to time, during such reasonable hours as may be necessary for the installation, maintenance, repair, removal or replacement or any of the Common Elements and any other equipment for which the Association is responsible for repairing and maintaining, including but not limited to the heat pumps, heat pump drains, any utility lines or pipes, located therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit or to complete construction, reconstruction or renovation of any Unit. Subject to the provisions of Sections 6.1, 6.2 and 11.8 hereof, damage to the interior of any part of a Unit resulting from the installation, maintenance, repair, emergency repair, removal or replacement of any Common Elements, or other equipment for which the Association has a maintenance and repair obligation, shall be an expense of the Owners apportioned in accordance with Section 7.2 or Section 7.8, as applicable. Damage to the interior of any Unit resulting from the installation, movement, repair, emergency repair, removal, or replacement of any utility lines or pipes not servicing more than one Condominium Unit shall be the expense of the Owner whose Unit such utility lines and pipes serve and such expense may be reimbursed through an Individual Purpose Assessment. Non-emergency repairs shall be made only during regular business hours on business days after twenty-four (24) hours notice to the occupants of the Unit wherein such repairs are to be made, except where the occupants have no objections to earlier entry for repairs. In emergencies, the occupants of the affected Unit shall be warned of impending entry as early as is reasonably possible.”

3. Except as amended herein, the Declaration shall remain in full force and effect.

The undersigned, being the President and Secretary of No. 25 Downing Condominium Association, Inc. hereby certify that the Owners of Units to which sixty-seven percent (67%) of the votes in the Association are allocated have voted for approval of the above and foregoing Amendment to Condominium Declaration for No. 25 Downing, and further, that there are no Eligible First Mortgagees entitled to vote with respect to such amendment.

Dated the 15th day of December, 2017.

**GREGORY R WESTWOOD
NOTARY PUBLIC
STATE OF COLORADO**

No. 25 Downing Condominium Association,
Inc., a Colorado nonprofit corporation

By: Caraca Ratke
President

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 1st day of December, 2017
by Carol Ratke as President of No. 25 Downing Condominium Association,
Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 11/01/19

Gregory R Westwood
Notary Public

No. 25 Downing Condominium Association, Inc., a Colorado nonprofit corporation

By: Tina Chew
Secretary

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 1st day of December, 20__
by Tina Chew as Secretary of No. 25 Downing Condominium Association,
Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 11/01/19

Gregory R Westwood
Notary Public

**GREGORY R WESTWOOD
NOTARY PUBLIC
STATE OF COLORADO**



03/01/2018 10:28 AM
City & County of Denver
Electronically Recorded

R \$33.00

D \$0.00

AMD

LIMITED AMENDMENT TO THE CONDOMINIUM DECLARATION
FOR
NO. 25 DOWNING

THIS LIMITED AMENDMENT TO CONDOMINIUM DECLARATION FOR NO. 25
DOWNING (“Amendment”) is made as of February 20, 2018.

RECITALS

A. The Condominium Declaration for No. 25 Downing was recorded on February 15, 2000 at Reception No. 2000022657 in the office of the Clerk and Recorder of the City and County of Denver, Colorado (“Original Declaration”); and

B. Section 15.1 of the Original Declaration provides that no amendment to the Original Declaration may change the uses to which any Unit is restricted in the absence of a vote or agreement of Owners of Units to which sixty-seven percent (67%) of the votes in the Association are allocated;

C. Section 16.1 of the Original Declaration provides that the Association shall not, unless it has obtained the prior written consent of at least sixty-seven percent (67%) of the total allocated votes in the Association, and fifty-one percent (51%) of the Eligible First Mortgagees add or amend any material provisions of the Declaration which establish, provide for, govern or regulate the imposition of any restrictions on leasing of Condominium Units;

D. The Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated desire to amend the Original Declaration to restrict the percentage of Units which may be rented or leased by non-Owner occupants at any given time;

E. There are no “Eligible First Mortgagees” as that term is defined in the Original Declaration, and therefore, approval of Eligible First Mortgagees as contemplated and required by Section 16.1 of the Original Declaration is not required.

Now therefore, the Original Declaration is hereby amended as follows:

1. Section 12.7 of the Original Declaration is hereby amended by adding the following provisions with respect to a Rental Cap and Related Procedures:

(m) In addition to the requirements previously set forth in this Section 12.7, the following procedures and restrictions shall govern the number of Units, which at any given time, may be rented or leased by non-Owner occupants:

(i) Except as otherwise provided in this Section 12.7, a maximum of thirty percent (30%) of the Units in the Association may be leased or rented by non-Owner occupants at any given time. “Leasing”, for the purposes of this Declaration, is defined as regular, exclusive

occupancy of a Unit by any person other than the Owner; provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Unit by a child, parent, or other immediate family member of an Owner. Additionally, for purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute leasing hereunder".

- (ii) Any owner wishing to lease or rent his or her Unit shall (a) be subject to the thirty percent (30%) cap on the maximum number of all Units in the Association which may be rented leased or rented at any given time; and (b) submit to the Association a written request to have the Owner's Unit be eligible to be leased or rented as a non-Owner occupied Unit. The Units approved to be rented or leased by the Association shall hereafter be known as the "Approved Non-Owner Occupied Units".

Until a terminating event occurs, a maximum of thirty percent (30%) of all Units may be approved by the Association to be rented or leased, at any given time, as Approved Non-Owner Occupied Units. A terminating event shall terminate the right of an Owner to use his or her Unit as an Approved Non-Owner Occupied Unit. A terminating event shall occur upon: (a) any sale or other conveyance of the Approved Non-Owner Occupied Unit (provided however, that if a Unit is leased at the time of sale of such Unit, and the lease continues beyond the closing date of such sale, then in such event the Unit shall remain classified as an Approved Non-Owner Occupied Unit until the expiration of the lease; (b) occupancy of the Approved Non-Owner Occupied Unit by the Owner as the Owner's primary home or as a second home; or (c) vacancy of the Approved Non-Owner Occupied Unit for a period of at least six consecutive months.

- (iii) The Units being rented at the time this Limited Amendment is recorded shall automatically be classified as Approved Non-Owner Occupied Units. In the event at the time this Limited Amendment is recorded the number of Units being rented in the Association exceeds thirty percent (30%) of all Units, and until the number of Units being rented is below thirty percent (30%) of all Units, no additional Units will be approved by the Association as Approved Non-Owner Occupied Units. Once the number of Units being rented in the Association is reduced to a number below the thirty percent (30%) cap, an Owner may convert his/her Unit to an Approved Non-Owner Occupied Unit in accordance with the following procedure:

- A. An owner desiring to convert his or her Unit to an Approved Non-Owner Occupied Unit shall deliver this request to the Association in writing. All such written requests shall be reviewed for approval on a first-come, first-served basis and in a timely fashion by the Association. The Association's Secretary or Manager shall keep a list of Owners who desire to convert their Units to an Approved Non-Owner Occupied Unit ("Rental Request List") and the Owner who is next on the Rental Request List shall be entitled to convert their Unit to the status of an Approved Non-Owner Occupied Unit.
- B. Should an Approved Non-Owner occupied Unit be subject to a terminating event, the next Owner on the Rental Request List shall then be entitled to have his or her Unit qualified as an Approved Non-Owner Occupied Unit, and such method of determining the next Owner who is entitled to have an Approved Non-Owner Occupied Unit shall continue in similar manner until either (a) there are not any Owners on the Rental Request List, or (b) a Unit becomes an Approved Non-Owner Occupied Unit.

Except as amended herein, the Declaration shall remain in full force and effect.

The undersigned, being the President and Secretary of No. 25 Downing Condominium Association, Inc. hereby certify that the Owners of Units to which sixty-seven percent (67%) of the votes in the Association are allocated have voted for approval of the above and foregoing Limited Amendment to Condominium Declaration for No. 25 Downing, and further, that there

No. 25 Downing Condominium Association,
Inc., a Colorado nonprofit corporation

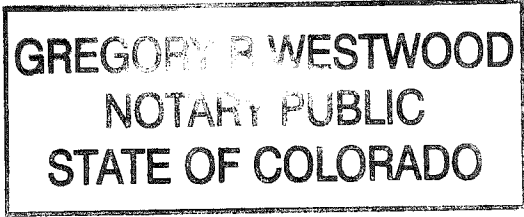
By: Tina Crew
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 20th day of February, 2018
by Tina Crew as Secretary of No. 25 Downing Condominium Association,
Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 11/01/19

Gregory R Westwood
Notary Public





03/01/2018 09:34 AM
City & County of Denver
Electronically Recorded

R \$33.00

AMD

D \$0.00

AMENDMENT TO THE CONDOMINIUM DECLARATION
FOR
NO. 25 DOWNING

THIS AMENDMENT TO CONDOMINIUM DECLARATION FOR NO. 25 DOWNING
("Amendment") is made as of February 20, 2018.

RECITALS

A. The Condominium Declaration for No. 25 Downing was recorded on February 15, 2000 at Reception No. 2000022657 in the office of the Clerk and Recorder of the City and County of Denver, Colorado ("Original Declaration"); and

B. Section 15.1 of the Original Declaration provides that no amendment to the Original Declaration may change the uses to which any Unit is restricted in the absence of a vote or agreement of Owners of Units to which sixty-seven percent (67%) of the votes in the Association are allocated;

C. Section 16.1 of the Original Declaration provides that the Association shall not, unless it has obtained the prior written consent of at least sixty-seven percent (67%) of the total allocated votes in the Association, and fifty-one percent (51%) of the Eligible First Mortgagees add or amend any material provisions of the Declaration which establish, provide for, govern or regulate the imposition of any restrictions on leasing of Condominium Units;

D. The Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated desire to amend the Original Declaration to restrict the use of Condominium Units for short-term rentals, short-term lodging, vacation rentals, home exchange arrangements, and similar uses;

E. There are no "Eligible First Mortgagees" as that term is defined in the Original Declaration, and therefore, approval of Eligible First Mortgagees as contemplated and required by Section 16.1 of the Original Declaration is not required.

Now therefore, the Original Declaration is hereby amended as follows:

1. Section 12.7 of the Original Declaration is hereby amended by adding the following provisions:

(d) No Unit, or any portion thereof, shall be used for temporary lodging or hotel purposes, for lodging accommodations of transients, or other short-term lodging purposes, regardless of whether the owner is simultaneously occupying the Unit. By way of example, and not limitation, this prohibition shall apply to AirBnB, VRBO (Vacation Rentals by Owner), and/or similar internet or other platforms intended to facilitate short term lodging, and home exchange or home swap arrangements.

(e) Owners using rental agents shall be responsible for the rental agent's compliance with the minimum terms of this Section 12.7.

(f) Subleases or assignments of leases are prohibited.

(g) The Board shall have the right to adopt rules and regulations in furtherance of the provisions of this Section 12.7, or for purposes of clarifying the provisions of this Section 12.7, or for purposes of complying with the requirements of any Agencies, which, with respect to satisfying the requirements of any Agencies, may modify any of the terms of this Section 12.7.

(h) No tenant or non-Owner occupant shall be a Member of the Association, nor shall such person be entitled to be a director on the Board of Directors or cast any vote in any election of the Members, other than if given a proxy by the Member.

(i) The Owner shall remain responsible for all assessments, insurance deductibles or any other charges permitted or required under the provisions of the Declaration, as well as compliance with the Declaration and any rules and regulations.

(j) The cost of compliance with the Americans with Disabilities Act or the Fair Housing Amendments Act, or any other federal, state or local legislation so as to accommodate a tenant or other occupant of a Unit shall be borne by the Owner of the Unit. In the event that the Association incurs any cost or expense to make such accommodation, such cost or expense shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the subject Unit, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of other assessments.

(k) In addition to the remedies provided in Section 17.4, all occupancies, leases and rental agreements for Units shall state that the failure of the tenant, lessee, renter or guest to comply with the terms of this Declaration and any rules and regulations shall constitute a material default of the occupancy, lease or rental agreement and of this Declaration and such default shall be immediately enforceable by the Owner, including by eviction or termination of the occupancy license or other arrangement. If the Association requests that the Owner enforce such default and the Owner fails to take action to enforce such default within seven (7) days of the date of the Association's request, the Association may take action to enforce such default. Upon failure by the Owner to comply with the Association's request to enforce, the Owner shall be deemed to have appointed the Association its limited attorney-in-fact and granted to the Association all of the rights, in the place and stead of the Owner, to deal with any failure by the tenant, lessee, renter or guest to comply with the provisions of the lease or the Declaration and the rules and regulations, and shall entitle the Association, without obligation, to take such direct action against such tenant, lessee, renter or guest as deemed appropriate by the Board, including the pursuit of any and all remedies as provided in the lease agreement, by law, or as set forth herein, including termination and

eviction remedies. Nothing herein shall be deemed to limit the Association's rights to take other action as permitted by the Declaration or any rules and regulations or applicable law to enjoin the actions of the Owner, tenants or other occupants, or to pursue an action for other legal or equitable relief. The Board and the Association reserve the right to change, supplement or modify the available remedies as the Board deems appropriate.

(l) Notwithstanding any of the foregoing to the contrary, the Board shall have the authority to temporarily waive any of the foregoing provisions of this Section 12.7 for good cause exercised in the Board's good faith discretion, which may include, without limitation, hardship of the Owner due to death, disability, loss of employment or other financial hardship.

(m) For the purpose of this amendment, short term/temporary occupancy of the Unit by a child, parent, or other immediate family member is specifically excluded from the prohibition against short term/temporary lodging.

2. Except as amended herein, the Declaration shall remain in full force and effect.

Remainder of page intentionally left blank. Signature page follows.

The undersigned, being the President and Secretary of No. 25 Downing Condominium Association, Inc. hereby certify that the Owners of Units to which sixty-seven percent (67%) of the votes in the Association are allocated have voted for approval of the above and foregoing Amendment to Condominium Declaration for No. 25 Downing, and further, that there are no Eligible First Mortgagees entitled to vote with respect to such amendment.

Dated the 20th day of February, 2019.

No. 25 Downing Condominium Association, Inc., a Colorado nonprofit corporation

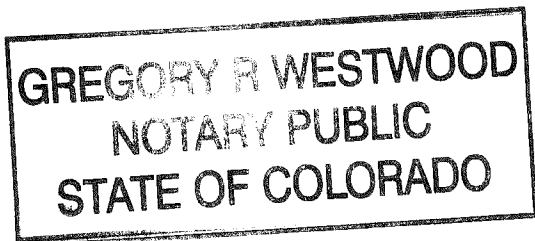
By: Carola Ratzke
President

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 20th day of February, 2019 by Carola Ratzke as President of No. 25 Downing Condominium Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 11/01/19

Gregory R Westwood
Notary Public



No. 25 Downing Condominium Association,
Inc., a Colorado nonprofit corporation

By: *Tina Hew*
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 20th day of February, 2018
by *Tina Hew* as Secretary of No. 25 Downing Condominium Association,
Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 11/01/19

Gregory R Westwood
Notary Public

