

**FIRST AMENDMENT
TO
AMENDED AND RESTATED DECLARATION FOR
TIMBERLINE CONDOMINIUMS**

This First Amendment to Amended and Restated Declaration for Timberline Condominiums (this “**First Amendment**”) is made as of the 5th day of April 2017.

RECITALS:

A. Timberline Condominiums is encumbered by and subject to that certain Amended and Restated Declaration for Timberline Condominiums, recorded in book 396 at page 452 as reception no. 227548 in the real property records of Pitkin County, Colorado (the “**Declaration**”) and governed by the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101, *et seq.* All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Declaration.

B. Pursuant to Section 12.1 of the Declaration, as modified by C.R.S. § 38-33.3-217(1)(a)(I), the Declaration may be amended by the affirmative vote of the Owners holding at least sixty-seven (67%) of the votes of the Homeowners Association, and the consent of one hundred percent (100%) of the holders of recorded first Mortgages or deeds of trust affecting any or all of the Units.

C. As hereinafter provided, the Owners wish to amend Article 7 of the Declaration, to insert a new Section 7.16 in order to set out a reasonable restriction on the persons and entities providing property rental and management services to individual Unit Owners within Timberline, and to amend Section 12.1 of the Declaration in order to clarify voting requirements for future amendments to the Declaration.

D. This First Amendment has been duly approved by Owners holding at least sixty-seven percent (67%) of the votes of the Homeowners Association.

E. This First Amendment has been approved, or deemed approved in accordance with C.R.S. § 38-33.3-217(1)(b), by one hundred percent (100%) of the holders of recorded first Mortgages or deeds of trust affecting any or all of the Units.

F. All other preconditions to the effectiveness of this First Amendment required by the Declaration have occurred.

AMENDMENT:

NOW, THEREFORE, it is hereby declared that this First Amendment is valid, in full force and effect, and incorporated into the Declaration in the same manner and with the same effect as if this First Amendment were part of the original Declaration:

1. Incorporation of Recitals. The recitals set forth above are incorporated in the operative provisions of this First Amendment.

2. Amendment of Section 7.2 of the Declaration. Section 7.2 of the Declaration is hereby amended by *deleting*, in its entirety, the second sentence of the second paragraph thereof that now reads:

No Owner shall be required to use the services offered by the Association or the independent contractor and each Owner shall be free to obtain Condominium Unit Care Services or Management Services from other parties offering the same.

3. Insertion of new Section 7.16 of the Declaration. Article 7 of the Declaration is hereby amended by *inserting* the following text as Section 7.16:

The use of outside rental management companies for the rental (short-term or long-term) of Units at Timberline Condominiums is strictly prohibited. Violation of this covenant will subject the Owner to fines and the Association may seek injunctive relief from the appropriate court to enforce this covenant. Owners that choose to participate in the Rental Program will enter into a separate contract with the Association, Managing Agent and/or a contractor selected by the Board of Directors. An Owner may choose not to use the Condominium Unit Care Services or Management Services offered by the Association and not rent its Unit. Such Owner may then occupy the Unit solely for personal, non-commercial purposes. Owners that do not participate in the Rental Program may, at the end of each fiscal year, be assessed for services provided at the Project by the Association, Managing Agent and/or a contractor or for an additional capital reserve assessment in an amount, based on that Unit's Assessments, proportionate to any contribution to the Association Capital Reserve Fund made from earnings of the Rental Program on behalf of the Units participating in the Rental Program.

4. Amendment of Section 12.1 of the Declaration. Section 12.1 of the Declaration is hereby amended by *deleting* the section in its entirety and *replacing* it with the following:

This Declaration shall not be amended or revoked unless the holders of sixty-seven percent (67%), or more, of the votes in the Homeowners Association consent and agree to such amendment or revocation and evidence of such amendment or revocation is duly recorded. Other than the votes of Owners, no other votes or consents are required to approve amendments to the Declaration.

5. Effect of First Amendment. This First Amendment has been approved by the affirmative vote of the Owners holding at least sixty-seven percent (67%) of the votes of the Homeowners Association, and approved, or deemed approved in accordance with C.R.S. § 38-33.3-217(1)(b), by one hundred (100%) of the holders of any Mortgages or deeds of trust affecting any or all of the Units. This First Amendment shall be effective upon recording in the Office of the Clerk and Recorder of Pitkin County, Colorado.


Except as specifically amended herein, all terms, conditions, covenants, restrictions, and limitations contained in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Owners and holders of first mortgages or deeds of trust affecting any or all of the Units have approved the foregoing First Amendment as of the date and year first written above, as evidenced by the following Certification of the Board.

CERTIFICATION OF THE BOARD

The Board hereby certifies that (i) at least sixty-seven percent (67%) of the Owners entitled to vote on the foregoing First Amendment have approved the same, and (ii) one hundred percent (100%) of the holders of any Mortgages or deeds of trust affecting any or all of the Units have approved the foregoing First Amendment, or have been deemed to have approved the foregoing First Amendment pursuant to C.R.S. § 38-33.3-217(1)(b).

TIMBERLINE CONDOMINIUMS ASSOCIATION, a Colorado nonprofit corporation

By: 
Abbas Mohaddes, President

STATE OF)
)ss.
COUNTY OF)

The foregoing was acknowledged before me this ___ day of _____, 2017, by Abbas Mohaddes, as President of TIMBERLINE CONDOMINIUMS ASSOCIATION, a Colorado nonprofit corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

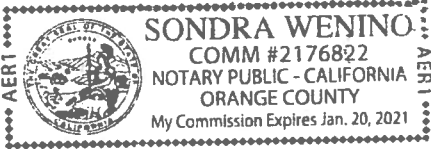
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 05/02/17 before me, Sandra Wenino, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Abbas Mohaddes
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



Signature Sandra Wenino
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____