

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 30 day of May,
2019.

RECITALS

A. Sonoma & Pinnacle, LLC, a Colorado limited liability company, created The Sonoma Village at Ute Creek community ("Community") by recording a 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, on September 9, 2003 (as subsequently amended and supplemented, the "Original Declaration") subjecting the real estate described therein to the terms and conditions set forth in the Original Declaration.

B. The Original Declaration provides for and allows for 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condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Owners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 Original 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... (b) change the method of determining the obligations, Assessments or other charges which may be levied against Members or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards;... (g) amend any material provision of this Declaration... If an Eligible Holder of a first lien Security Interest receives written request for approval of the proposed act, omission, change or amendment by certified or registered mail, with return receipt requested, and does not deliver or post to the requesting party a negative response within thirty (30) days, it shall be deemed to have approved such request.

D. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original 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 this Limited Amendment to be reasonable and not burdensome.

F. The purpose of this Limited Amendment is to provide express authority and procedures for the imposition of Special Assessments and to remove inconsistencies and provide clarity regarding budget ratification voting requirements.

G. The undersigned, being the President and Secretary of the Association, hereby certify that the Association and 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 Original Declaration.

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

NOW THEREFORE,

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

(a) **Repeal and Restatement**. Article 5, Section 5.2 is hereby repealed in its entirety and the following Article 5, Section 5.2 is substituted:

Section 5.2 Apportionment of Common Expenses. Except as provided in this Declaration, all Common Expense Assessments and Special Assessments shall be assessed against all Units in accordance with the formula for liability for the Common Expenses as set forth in this Declaration.

(b) Repeal and Restatement. Article 5, Section 5.3.1 is hereby added and inserted between existing Article 5, Section 5.3 and Article 5, Section 5.4:

Section 5.3.1 Special Assessments. In addition to Common Expense Assessments and other assessments, charges, and fees provided for in this Declaration, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by reserve funds. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The proposed Special Assessment may be vetoed by Owners holding a majority of the total Association vote. A proposed Special Assessment will be ratified unless Owners holding a majority of the total votes in the Association vote, either in person or by proxy, to reject and veto the Special Assessment at a meeting called for such purpose. Special Assessments shall be due and payable as determined by the Executive Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved and ratified.

(c) Repeal and Restatement. Article 11, Section 11.7 is hereby repealed in its entirety and the following Article 11, Section 11.7 is substituted:

Section 11.7 Budget. Within ninety days after the adoption of any proposed budget for the Community, the Executive Board shall mail, by ordinary first class mail, or otherwise deliver including posting the proposed budget on the association's website, a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than 10 nor more than 50 days after the mailing or other delivery of the summary. Unless at that meeting the budget is rejected by the vote of Owners of units to which a majority of the total votes in the Association are allocated, then the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

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

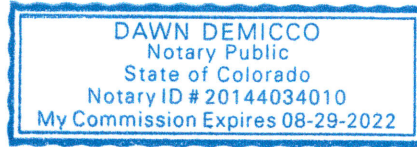
IN WITNESS WHEREOF, this Limited Amendment is executed by the undersigned.

SONOMA VILLAGE AT UTE CREEK HOMEOWNERS ASSOCIATION, INC.
a Colorado nonprofit corporation

Oliver J. Brandt
President

Kathryn T. Covey
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)



The foregoing was acknowledged before me this 30 day of May, 2019, by Oliver J. Brandt, as President of Sonoma Village at Ute Creek Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 7-29-22
Dawn Demicco
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing was acknowledged before me this 10th day of June, 2019, by Kathryn Covey, as Secretary of Sonoma Village at Ute Creek Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 05/16/2021
Alicia M. Harris
Notary Public

