



AFTER RECORDING RETURN TO:
HindmanSanchez P.C.
5610 Ward Road, Suite 300
Arvada, CO 80002
Attn: DAC

**LIMITED AMENDMENT
TO THE
CONDOMINIUM DECLARATION
FOR
SOMERSET CONDOMINIUMS
(SOMERSET CONDOMINIUMS ASSOCIATION)**

THIS AMENDMENT is made this 22nd day of February, 2011.

RECITALS

A. SOMERSET, a joint venture, created the Somerset Condominiums ("Community") by recording a Condominium Declaration for Somerset Condominiums in the real property records of the County of Boulder, State of Colorado, at Reception No. 347500, on July 11, 1979 (referred to as the "Original Declaration").

B. The Original Declaration provides for and allows for this Amendment to the Condominium Declaration for Somerset Condominiums (the "Amendment") in Article 19, which requires proposed amendments to be approved by:

1. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors of the Association and by not less than seventy-five (75%) percent of the voting membership of the Association; or
2. Not less than eighty (80%) percent of the voting membership of the Association; or
3. Until the first election of Directors, by all of the Directors.

C. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-217(1)(a), the required approval of seventy-five percent (75%) of the voting membership of the Association for amendment is now void.

D. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-217(1)(a), the amendment requirement for this Declaration is now 67% of the Units.

E. 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.

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

G. The purpose of this Amendment is to prohibit short term leasing and occupancy of Units.

H. The undersigned, being the President and Secretary of the Association, hereby certify that the first election of Directors has occurred and, at a minimum, owners of sixty-seven percent (67%) of the Units and seventy-five percent (75%) of the members of the Board of Directors have consented to this amendment.

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

NOW THEREFORE,

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

(a) Addition. The following Article 29, Section I. is hereby added:

Leasing and Occupancy. Any Owner shall have the right to lease or allow occupancy of a Unit upon such terms and conditions as the Owner may deem advisable, subject to: (i) the restrictions of this Declaration; (ii) restrictions of record; and (iii) the following:

(i) "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner or an Owner's child or parent. For the purposes of this Declaration, occupancy by a roommate of an Owner or an Owner's child or parent who occupies the Unit as such Owner's primary residence shall not constitute leasing.

(ii) Short term occupancies and rentals of less than six months of Units shall be prohibited, without prior written permission from the Association.

(iii) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the governing documents which shall include the Association's Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.

(iv) Each Owner who leases his or her Unit shall provide the Association a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

(v) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.

(vi) All occupancies, leases and rental agreements of Units shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the governing documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(vii) All occupancies of Units shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the Rules and Regulations of the Association. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Unit.

(viii) Leases shall be for or of the entire Unit.

(ix) All Owners who reside at a place other than the Unit shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(x) The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

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

[remainder of this page intentionally left blank]

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

Somerset Condominiums Association,
a Colorado nonprofit corporation

By: *Christ. Book*
President

By: *[Signature]*
Secretary

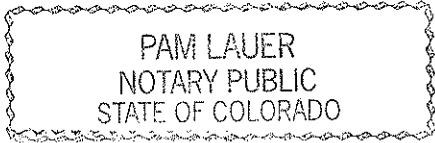
STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing was acknowledged before me this 7th day of March, 2011, by *Christ. Book*, as President of Somerset Condominiums Association, a Colorado nonprofit corporation.

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

My Commission Expires
01/05/2012

Pam Lauer
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing was acknowledged before me this 7th day of March, 2011, by *Catherine LABIO*, as Secretary of Somerset Condominiums Association, a Colorado nonprofit corporation.

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

My Commission Expires
01/05/2012

Pam Lauer
Notary Public

