

**LIMITED AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
CHEESMAN TOWER WEST**

THIS LIMITED AMENDMENT TO THE DECLARATION is made on the date hereinafter set forth by Cheesman Tower West Condominium Association, a Colorado nonprofit corporation.

***RECITALS:***

A. On August 24, 1979, Cheesman, Inc., submitted the real property described in the Declaration of Condominium for Cheesman Tower West recorded in the real property records of Denver County, Colorado on August 24, 1979, in Book 1991, Page 64 ("Declaration") to its covenants, conditions and restrictions;

B. The Owners within the Cheesman Tower West community desire to amend the Declaration in order for the Cheesman Tower West Association to be eligible for certain federally insured mortgages and to modify the Declaration amendment requirements; and

C. Pursuant to the requirements set forth in Section 24 of the Declaration, written consent has been obtained from Owners representing an aggregate ownership of at least sixty seven percent (67%) of the Common Elements and at least seventy five (75%) of the first mortgagees.

**NOW, THEREFORE:**

1. Section 21 of the Declaration, titled "Transfer of A Condominium Unit—First Option to Association", is deleted in its entirety and replaced by the following:

21. *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 this Declaration, subject to restrictions of record and subject to the following:

- (a) No Unit, whether leased or owned, shall be used for transient or hotel purposes;
- (b) No Unit may be leased for a period shorter than six (6) months;
- (c) Leases and rentals shall be for or of the entire Unit;
- (d) Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association. Any lease or rental agreement shall be in writing and a copy of the lease or rental agreement shall be provided to the Association, in care of any manager of the

Association or an officer, upon request;

(e) All occupancy, lease and rental agreements of Units must be in writing and shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Declaration or Bylaws of the Association, Articles of Incorporation or the Rules and Regulations of the Association 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; and

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

2. Section 24 of the Declaration is deleted in its entirety and replaced by the following:

24. *Amendment.* Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of Owners representing sixty seven percent (67%) of the ownership interest in the Common Elements and fifty-one percent (51%) of Eligible Holders, and with the written consent of the Association. "Eligible Holder" shall mean a holder, insurer or guarantor of a first lien security interest who has delivered a written request to the Association containing its name, address, the legal description and the address of the Unit upon which it holds a security interest. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Denver County, 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.

3. This amendment is limited to the deletion and replacements noted herein, and is effective upon recording. All other covenants, restrictions, and conditions contained in the Declaration remain in full force and effect unless otherwise amended by a separate amendment.
4. All challenges to the validity of this amendment must be made within one (1) year after the date of recording of this document. The covenants and restrictions of the Declaration shall run with and bind the property in perpetuity.

The undersigned, being the President of the Cheesman Tower West Association, hereby certifies that the Association has obtained the written consent for this Limited Amendment to the Declaration from Owners representing an aggregate of at least sixty seven percent (67%) of the Common Elements and at least seventy five percent of the first mortgagees, as evidenced by written consents filed with the records of the Association.

**CHEESMAN TOWER WEST ASSOCIATION**

By: Barbara Creek  
President

STATE OF COLORADO )  
COUNTY OF Denver ) ss.  
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The foregoing Amendment to the Declaration was acknowledged before me by Barbara Creek, as President of the Cheesman Tower West Association, a Colorado nonprofit corporation, on this 28 day of January, 2014.

Notary Public  
My commission expires: 9-22-2015

