

**LIMITED AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ANDOVER GLEN
(Regarding Rental Restrictions)**

THIS LIMITED AMENDMENT ("Limited Amendment") is made this ____ day of _____, 201_ by the Andover Glen Homeowners Association, Inc. and is effective upon recording.

RECITALS

A. On August 20, 1979, the Association recorded the Declaration & Agreement Establishing Protective Covenants and Declaration of Covenants, Conditions and Restrictions at Reception No. 1881982 in Book 3058, Page 17 in the records of the Arapahoe County Clerk and Recorder ("Original Declaration").

B. On August 24, 2011, the Association recorded the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Andover Glen at Reception No. D1081062 in the records of the Arapahoe County Clerk and Recorder ("Amended and Restated Declaration").

C. The Association and the Owners desire to add a provision controlling leasing and rentals to the Amended and Restated Declaration to establish standards in guidance for leasing procedures in the Community.

D. Article XI of the Amended and Restated Declaration provides that the Declaration may be amended at any time and from time to time upon approval of the amendment by the vote of Members holding at least sixty-seven percent (67%) of the votes of the Members in Good Standing.

E. Members holding at least sixty-seven percent (67%) of the votes of the Members in Good Standing have approved this Limited Amendment.

NOW THEREFORE, the Amended and Restated Declaration is hereby amended as follows:

I. Article II, is amended by the addition of the following sections 2.12 and 2.13:

2.12 Leasing. The Andover Glen Community is intended to be an owner-occupied community. However, any Owner has the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record, and subject to the following:

(a) "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner; provided,

however, for the purposes of this Declaration, leasing shall not include the occupancy of the Lot by a child, parent, or other immediate family member of an Owner

- (b) No Owner may lease less than his or her entire Lot. No Owner may occupy his or her Lot concurrently with a tenant. No Lot may be legally or illegally subdivided to create a separately-leasable dwelling space.
- (c) Short term occupancies and rentals (of less than six (6) months) of Lots, including short-term rentals through Airbnb, VRBO, HomeAway, and similar services, are specifically prohibited.
- (d) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.
- (e) Any such lease or rental agreement shall be in writing and shall expressly state that the lease or rental agreement is subject to the terms of this Declaration, the Bylaws of the Association and the Articles of Incorporation, and the Policies and Procedures of the Association. Any lease or rental agreement shall specify that no subleases are permitted. The Association may require Owners to use a specified lease form or addendum to implement the provisions of this Section. Owners shall provide tenants with a copy of the Community Documents.
- (f) Any Owner who leases his or her Lot shall, within three days after the execution of such lease, submit a copy of same to the Board of Directors. The Owner may redact financial terms and personal information, such as social security numbers, from the submitted lease but the Owner shall not redact tenant names. During the term of the lease, only the tenant and any person who resides with the tenant in a Lot shall be entitled to the use of the Common Areas. In the event an Owner utilizes the services of an agent or management company with respect to the lease or rental of his/her Lot, the Owner must provide the following information relating to such agent or management company to the Association: the name of the agent or management company including the name of a contact person; current phone number; current email address and current physical address and mailing address if different.
- (g) All occupancies of Lots are subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Community Documents. If the Association requests that the Owner evict the Owner's tenant based on the terms of the Declaration, and the Owner fails to commence such action within thirty (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 Lot.

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

II. 2.13 Rental Cap

(a) In addition to the requirements previously set forth in Section 2.12, and except as may otherwise be provided, a maximum of five (5) Lots may be leased or rented by non-Owner occupants at any given time.

(b) Any owner wishing to lease or rent his or her Lot shall (a) be subject to the five (5) Lot maximum number of all Lots 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 Lot be eligible to be leased or rented as a Non-Owner Occupied Unit. The Units eligible to be rented or leased by the Association shall be approved on a first come first served basis and shall be known as "Approved Non-Owner Occupied Lots".

(c) Once approved as a Non-Owner Occupied Lot, the Lot shall retain said status until one of the following events occur (i) any sale or conveyance of the Approved Non-Owner Occupied Lot (provided however that if a Lot is leased at the time of sale of said Lot, and the lease continues beyond the closing date of such sale, then in such event the Lot shall remain classified as a Non-Owner Occupied Lot until the expiration of the lease); (ii) expiration of the lease and any available options for renewal occurs, or the lease is otherwise terminated.

III. No Other Amendments. Except as amended by the terms of this Limited Amendment, the Amended and Restated Declaration shall remain in full force and effect.

IV. Effective Date. This Limited Amendment shall be effective upon recording.

ANDOVER GLEN HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: *Bill Schenk*
President

By: *CE*
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF *Aspen*)
(17)

CE
Signed again for Notary
Carie Eisenberg

The foregoing was acknowledged before me this _____ day of _____, 201____, by _____, as President of the Andover Glen Homeowners Association, Inc., a Colorado nonprofit corporation.

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

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Acrapahoe)

The foregoing was acknowledged before me this 24th day of April, 2019, by Carie Lynn Eisenberg, as Secretary of the Andover Glen Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 05/25/2022



Notary Public

TYSON PEYTON
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20144020971
MY COMMISSION EXPIRES MAY 25, 2022