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El Paso County Clerk & Recorder

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ARDIS W. SCHMITT

El Paso County Clerk & Recorder

BOOK 3229 PAGE 613

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AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
VALLEY HI CONDOMINIUMS
EL PASO COUNTY, COLORADO

This Amendment to Condominium Declaration made as of this
26th day of January, 1981.

W I T N E S S E T H:

WHEREAS, Equity Development Corporation, a Washington
Corporation, hereinafter called the Declarant, recorded a Condominium
Declaration for Valley Hi Condominiums on September 19, 1979, in
Book 3229 beginning at Page 762 of the Real Property Records of El
Paso County, Colorado (hereinafter called the "Declaration"), and

WHEREAS, the Declarant also recorded a condominium plat for
Valley Hi Condominiums on September 19, 1979, in Condominium Plat
Book 2 beginning at Page 18 of the Real Property Records of El Paso
County, Colorado (hereinafter called the "Plat"), and

WHEREAS, the Declaration and the Plat contain certain
inadvertant errors as to the location and designation of certain
Limited Common Elements, and

WHEREAS, the Plat has now been revised to show correctly
the storage areas as Limited Common Elements in the basements of
Buildings A and D (a copy of said revision is attached hereto as
Exhibit 1, is incorporated herein by this reference, and is
hereinafter called the "Amendment to the Plat"), and

WHEREAS, the Plat was incorporated into the Declaration by
reference, and Paragraph 8.1 provides that the Declaration may not
be amended unless Owners representing an aggregate ownership
interest of ninety percent (90%) of the Common Elements agree to
such amendment by instruments duly recorded, and

WHEREAS, Exhibit 2 attached hereto and incorporated by this
reference shows that Owners representing an aggregate ownership

interest of ninety percent (90%) of the Common Elements have agreed to this Amendment, and

WHEREAS, pursuant to Paragraph 7.7 of the Declaration, certain amendments to the Declaration require the prior written approval of all of the First Mortgagees, and

WHEREAS, Exhibit 3 attached hereto and incorporated herein by this reference shows that all of the First Mortgagees have given their prior written approval to this Amendment.

NOW, THEREFORE, the Declarant and the Owners shown upon Exhibit 2, attached hereto do hereby submit the real property described in Exhibit "A" to the Declaration and all improvements thereon to the provisions of the Declaration and this Amendment and do hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a benefit and burden to the Declarant, its successors and assigns and to any person acquiring or owning an interest in the above described real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, personal representatives and assigns, and that the following Amendment shall be incorporated into the Declaration by this reference as if initially set forth therein:

1. Paragraph 2.3 of Article II of the Declaration is hereby deleted and revoked, and in its place is substituted the following:

2.3 Limited Common Elements. A portion of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being called Limited Common Elements.

(a) The Limited Common Elements which are reserved for the exclusive use of the individual Owners and are specifically assigned and designated as being appurtenant to particular Condominium Units, are as follows: the balcony areas as indicated and assigned on the Plat by the unit number preceded by the prefix "p"; the patio areas as indicated and assigned on the Plat by the unit number preceded by the word "PATIO"; the parking spaces as indicated on the Plat and

the storage areas as indicated on the Amendment to the Plat are all assigned to the respective Condominium Units as shown on Exhibit "A-1" attached hereto and incorporated herein by this reference. Any parking spaces and storage areas which are not hereby assigned to a particular Condominium Unit shall be General Common Elements subject to the control of the Association, which may regulate, operate or lease such parking spaces and storage areas as its Board of Directors decides. The Limited Common Elements shall be owned in common by all of the Owners in accordance with their ownership percentages, but the Owner to whom each such Limited Common Element is assigned shall have the right of exclusive use thereof, subject to provisions of the Declaration, the Bylaws, and the rules and regulations of the Association. The Association, acting through its Board of Directors, may make reasonable and nondiscriminatory rules and regulations, in the manner and with the effect as set forth in Paragraph 2.4 of the Declaration, governing the use of such Limited Common Elements. The Association shall have the right of access across, over, under, and through the Limited Common Elements for the purposes of repair, maintenance, and inspection of the General Common Elements, installation of utilities, necessary access, emergencies, and fulfillment of other Association rights and duties.

(b) No Owner shall use or maintain the Limited Common Elements in such a way as (i) to violate paragraph 2.9 of the Declaration or the Association's rules and regulations, (ii) to constitute a nuisance, (iii) to interfere with the property rights of other Owners, (iv) to violate any insurance regulations, zoning laws, fire code or other laws, and (v) to make any extraordinary use of Association services, including, without limitation, common electricity. Each Owner shall keep and maintain the Limited Common Elements, which are assigned to his or her Condominium Unit, in good repair and in a clean, safe, and sound condition. No Owner shall make any structural alterations or modifications upon the Limited Common Elements, the structural components of the Building, or the utility lines, located therein, without the prior written consent of the Association's Board of Directors.

(c) In the event that any Owner violates the provisions of subparagraph (b) above, then the Association, acting through its Board of Directors, may take such preventive or corrective action as it deems appropriate, including without limitation direct action to remedy the situation, charging the offending Owner for any expenses incurred and enforcing such charges in the same manner as provided for assessments under the Declaration, and taking such other action as is authorized by the Declaration.

2. The attached Amendment to the Plat is hereby adopted and approved and is incorporated by this reference into the Plat as if initially set forth therein.

3. In the event of any conflict between the terms and provisions of the Plat and the Declaration and the terms and provisions of the Amendment to the Plat and this Amendment to Condominium Declaration, the terms and provisions of the latter documents shall prevail, and the terms and provisions of the former documents are hereby modified, amended and revoked to the extent inconsistent with those latter documents and/or to the extent necessary to accomplish, recognize and achieve the terms and provisions of those latter documents.

4. Except as amended hereby, the Declaration and the Plat shall continue in full force and effect in accordance with their unamended terms and provisions.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Condominium Declaration on the day and year first written above.



ATTEST:

L. P. Morris
Secretary

EQUITY DEVELOPMENT CORPORATION,
a Washington Corporation

BY: Michael P. Jaus
President



ATTEST:

M. Gushel

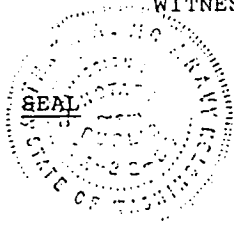
VALLEY HI CONDOMINIUM OWNERS
ASSOCIATION, INC., a Colorado
non-profit corporation

BY: Felicit Jackson
President

STATE OF WASHINGTON)
COUNTY OF King) ss.

The foregoing instrument was acknowledged before me this 4th day of February 1981, by Michael P. Lury and Dee R. Harris, President and Secretary, respectively, of EQUITY DEVELOPMENT CORPORATION, a Washington Corporation.

WITNESS my hand and official seal.



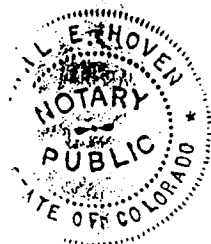
Kathryn A. McCreary
NOTARY PUBLIC
Address: 214 17th E #4
Seattle, WA 98122
My commission expires: 11-22-87

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this 24th day of March, 1984, by Felix Dickson and Victoria M. Gushel, President and Secretary, respectively, of VALLEY HI CONDOMINIUM OWNERS ASSOCIATES, INC., a Colorado non-profit corporation.

WITNESS my hand and official seal.

SEAL

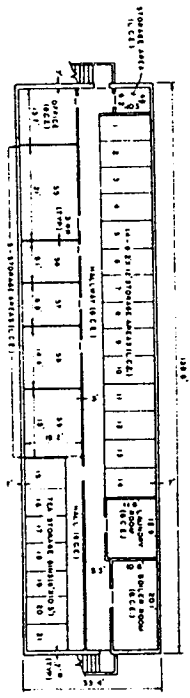


Carl E. Hoven
NOTARY PUBLIC
Address: 434 Valley H. C. vi, DLY
My commission expires: Dec 30, 1984

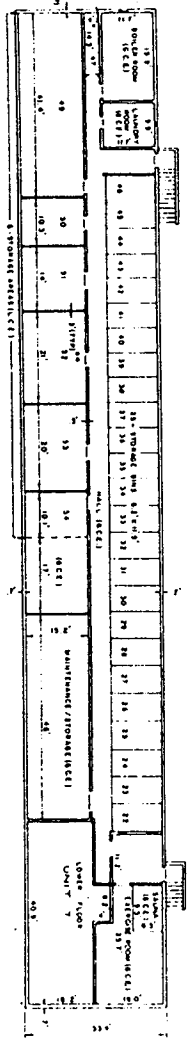
EXHIBIT "A-1"

<u>CONDOMINIUM UNIT NUMBER</u>	<u>PARKING SPACE ASSIGNMENTS</u>	<u>STORAGE AREA ASSIGNMENTS</u>
A-1	3, 88	1, 58
A-21	4, 87	48, 55
A-2	2, 86	2
A-22	5, 85	3
A-3	1, 84	5
A-23	6, 83	7
A-4	96, 95	8
A-24	94, 93	9
B-1	91, 89	10
B-21	92, 90	11
B-2	7, 80	12
B-22	8, 81	13
B-3	9, 71	16
B-23	10, 72	17
B-4	11, 69	6
B-24	12, 70	18
B-5	15, 82	20
B-25	13, 74	19
B-6	16, 65	23, 57
B-26	14, 66	14
B-7	79, 78	21
B-27	77, 23	15, 59
C-1	75, 73	25, 53
C-21	76, 24	42, 54
C-2	18, 63	26
C-22	17, 64	4
C-3	20, 61	28
C-23	19, 62	30
C-4	22, 57	31
C-24	21, 58	32, 56
C-5	67, 54	33
C-25	68, 55	34
C-6	52, 50	35
C-26	51, 49	38
D-1	47, 45	39, 50
D-21	48, 46	40, 52
D-2	33, 60	41
D-22	34, 59	36, 49
D-3	31, 56	43
D-23	32, 53	45
D-4	29, 44	44
D-24	30, 43	29
D-5	27, 42	46
D-25	28, 41	27, 51
D-6	25, 40	24
D-26	26, 39	37
D-7	36, 35	47
D-27	38, 37	22

AMENDMENT TO CONDOMINIUM PLAN FOR VALLEY HI CONDOMINIUMS IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO



BASEMENT FLOOR PLAN - BUILDING A



BASEMENT FLOOR PLAN - BUILDING D

NOTES:
a. EXTERIOR WALLS ARE ASSUMED TO BE APPROXIMATELY 3 FOOT THICK
b. EXTERIOR SHIELD WALLS ARE ASSUMED TO BE APPROXIMATELY 3 FOOT THICK

LEGAL DESCRIPTION:
SECTION 16, T12N, R10E, S10W, EL PASO COUNTY, COLORADO
...
NOTARY PUBLIC STATE OF COLORADO

LEGON WHITEHEAD & ASSOCIATES
2001 UNIVERSITY STREET
DENVER, COLORADO 80202
RECEIVED 11, 1980

