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City & County of Denver  
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AMD

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF THE NEWPORT PLACE CONDOMINIUMS**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions of the Newport Place Condominiums ("First Amendment") is made this 30 day of September, 2021.

**RECITALS**

A. ALH Associates has caused that Declaration of Covenants, Conditions, and Restrictions of the Newport Place Condominiums to be recorded with the Clerk and Recorder's Office for the City and County of Denver, Colorado on December 11, 1980 at Reception Number 081608 / Book 2286 and Page 445, ("Declaration") covering certain real estate in the City and County of Denver, State of Colorado, which is incorporated herein by this reference.

B. The Newport Place Condominiums Association, Inc. ("Association") is a Colorado nonprofit corporation existing under the laws of the State of Colorado for the purpose of acting as a condominium association and administering the community described in the Declaration.

C. Paragraph 31(b) of the Declaration permits amendments to the Declaration concerning the General Common Elements by the execution of a written instrument or instruments by Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the General Common Elements and the first mortgagees whose liens encumber an aggregate ownership interest of seventy-five percent (75%) or more of the General Common Elements.

D. C.R.S. § 38-33.3-217(1)(a)(I) permits amendments to the Declaration only by the affirmative vote or agreement of unit owners of units to which more than fifty percent (50%) of the votes in the association are allocated or any larger percentage, not to exceed sixty-seven percent (67%), that the Declaration specifies.

E. The owners, to which more than sixty-seven percent (67%) of the ownership interests in the General Common Elements are allocated, have provided the affirmative vote or agreement to this First Amendment. Pursuant to Paragraph 32 of the Declaration, copies of the ballots that consented, agreed, and provided an affirmative vote to this First Amendment are attached hereto as **Exhibit A**, in order to be duly recorded.

F. C.R.S. § 38-33.3-217(1)(b)(I), which applies to the Association pursuant to C.R.S. § 38-33.3-117(1.5)(d), permits the Association to obtain the consent of first mortgagees by means set forth in C.R.S. § 38-33.3-217(1)(b), if the Declaration requires first mortgagees to approve or consent to amendments, but does not set forth a procedure for registration or notification of first mortgagees.

G. The Declaration requires first mortgagees to approve or consent to amendments, pursuant to Paragraph 32(b), but does not set forth a procedure for registration or notification of first mortgagees.

H. Pursuant to C.R.S. § 38-33.3-217(1)(b)(I)(A), the Association sent a dated, written notice and a copy of the First Amendment by certified mail to each first mortgagee at its most recent address as shown on the recorded deed of trust or recorded assignment thereof.

I. Pursuant to C.R.S. § 38-33.3-217(1)(b)(I)(B), the Association caused the dated notice, together with information on how to obtain a copy of the First Amendment, to be printed in full at least twice, on separate occasions at least one week apart, in a newspaper of general circulation in the City and County of Denver, State of Colorado.

J. Pursuant to C.R.S. § 38-33.3-217(1)(b)(II), all first mortgagees that did not deliver to the Association a negative response within sixty days after the date of the notice specified in the preceding Paragraph of this First Amendment shall be deemed to have approved the First Amendment.

K. At least seventy-five percent (75%) of the holders of recorded first mortgages or deeds of trust consented and agreed to this First Amendment or did not deliver negative responses to the Association, within sixty days after the date of the notice specified in above.

### AMENDMENT

1. Paragraph 1, Section (c)(i) of the Declaration is amended to remove any reference to swimming pools as part of the definition of "General Common Elements."

2. Paragraph 14 of the Declaration is hereby deleted in its entirety and replaced with the following:

14. Use of the General and Limited Common Elements. Each Owner may use the General Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Association, through its Board of Directors, may in its sole discretion make alterations or improvements to the General Common Elements, including removal of recreational facilities, without the approval of the Owners providing that those alterations, removals, or improvements result in the General Common Elements remaining for the common use and enjoyment of all Owners. The Association and/or the Board may from time to time adopt rules and regulations governing the use of the General and Limited Common Elements, but such rules and regulations shall be uniform and non-discriminatory. Each Owner, by the acceptance of his or her deed or other instrument of conveyance or assignment agrees to accept and be bound by any such adopted rules and regulations.

3. Paragraph 32 of the Declaration is hereby deleted in its entirety and replaced with the following:

32. Recreational Facilities: The recreational facilities of the Project, as altered or improved by the Association in its sole discretion except as to the restrictions contained in Paragraph 22, shall be subject to any rules and regulations promulgated by the Association. The recreational facilities shall be available for the use of all Owners and their Guests, subject to the right of the Association to establish fees and charges for the use of the same.

4. In the event of a conflict between this First Amendment and the Declaration, this First Amendment shall control. In the event of a conflict between this First Amendment and any amendments to the Declaration preceding this First Amendment, this First Amendment shall control. Except as modified by this First Amendment, the Declaration and any amendments to the Declaration preceding this First Amendment shall remain in full force and effect. To the extent that any provision of this First Amendment is held to be invalid for

whatever reason, such provisions shall be reformed to the least amount necessary to make them valid and the remainder of this First Amendment shall be unaffected.

Secretarial Certificate

I, the undersigned Secretary of the Association, do hereby certify the following:

- 1. The owners, to which more than sixty-seven percent (67%) of the of the ownership interests in the General Common Elements are allocated, have provided the affirmative vote or agreement to this First Amendment.
- 2. At least seventy-five percent (75%) of the holders of recorded first mortgages or deeds of trust consented and agreed to this First Amendment or did not deliver negative responses to the Association, within sixty days after the date of the notice specified in above.

THE NEWPORT PLACE CONDOMINIUMS ASSOCIATION, INC.  
a Colorado Nonprofit Corporation

By: [Signature]  
President

By: [Signature]  
Secretary

STATE OF COLORADO )  
                                          ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 30 day of September, 2021, by Jennifer, and Sheryl, as President and Secretary of the Newport Place Condominiums Association, Inc. a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires:

[Signature]  
Notary Public

