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City & County of Denver
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**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF THE NEWPORT PLACE CONDOMINIUMS**

This Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of the Newport Place Condominiums ("First Amendment") is made this 22 day of SEPTEMBER, 2022.

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 as amended by the First Amendment to the Declaration of Covenants, Conditions, and Restrictions of the Newport Place Condominiums, recorded at the Clerk and Recorder's Office for the City and County of Denver on October 4, 2021 at Reception Number 2021186780, ("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 Second 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 28(e) of the Declaration is hereby deleted in its entirety and replaced with the following:

(e). Restrictions on Animals. No animals, livestock, reptiles, or birds shall be kept on any part of the Project, except that a total of no more than three (3) pets in any combination (e.g., one cat and two dogs; three dogs; two cats and three dogs, etc.), may be kept in a Unit, subject to all governmental animal ordinances and laws and subject to rules and regulations promulgated by the Association or Board in regard thereto, provided that they are not kept for any commercial purpose. An Owner is responsible for any damages caused by his or her animal(s) and shall be obligated to clean up after his or her animal(s) on the Project. No animals shall be allowed to remain tied to or chained to any balconies, patios, or other parts of the Project, and any such animal(s) so tied or chained may be removed by the Association or its agents. Owners are encouraged to obtain all necessary licenses and follow veterinarian guidelines regarding vaccination schedules.

Should an Owner have more than three (3) pets in his or her Unit prior to the execution of the Second Amendment to this Declaration, said Owner shall be permitted to maintain possession of all animals currently alive at the time of recording of the Second Amendment to this Declaration. As these pets pass on, said Owner may not replace them if the total number of pets in Owner's Unit will exceed three (3).

2. In the event of a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. In the event of a conflict between this Second Amendment and any amendments to the Declaration preceding this Second Amendment, this Second Amendment shall control. Except as modified by this Second Amendment, the Declaration and any amendments to the Declaration preceding this Second Amendment shall remain in full force and effect. To the extent that any provision of this Second 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 Second 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

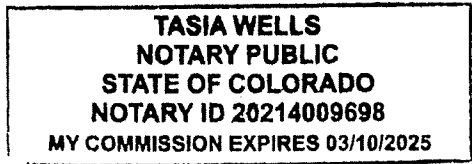
By: [Signature]
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 20 day of October, 2022, by Lynda Reisman, and Jennifer Hathaway, as President and Secretary of the Newport Place Condominiums Association, Inc. a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires:



Notary Public [Signature]