



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

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This First Amendment to the Declaration of Covenants, Conditions and Restrictions of the Windsong Condominiums (this "First Amendment") is made effective this 20th day of November, 2006.

**Recitals**

- A. The Windsong Condominiums Association, Inc. (the "Association") is subject to that certain Declaration of Covenants, Conditions and Restrictions of the Windsong Condominiums, a Condominium Project Located in the County of Arapahoe, State of Colorado, which was recorded with the Arapahoe County Clerk and Recorder's Office on July 12, 1983 at Reception Number 2299601 and Book 3912, Page 441, as it may have been amended and supplemented from time to time (the "Declaration").
- B. Restricted Dogs.
1. The Board of Directors of the Association believes that pit bulls and other similar restricted dogs, as defined herein below, constitute a threat to the safety of the residents within the Association's community.
  2. The Board of Directors recognizes that the City and County of Denver and the City of Aurora have adopted restrictions on pit bulls and other specified dogs to protect the health and safety of the residents within these municipalities.
  3. The Board of Directors desires to amend the Association's Declaration to prevent pit bulls and other restricted dogs from being kept anywhere within the Association's community.
- C. Sex Offenders.
1. The Board of Directors believes that the presence of registered sex offenders in the Association's community constitutes a threat to the health and safety of residents within the Association's community.
  2. The Board of Directors desires to amend the Association's Declaration to prohibit registered sex offenders from residing in the Association's community.
- D. This First Amendment has been authorized by at least sixty-seven percent (67%) of the members of the Association, as well as by the first Mortgagees holding mortgages upon the units in accordance with C.R.S. 38-33.3-217(1).

### Agreement

- 1 Section 28.5 of the Declaration is amended to include the following language:

Notwithstanding anything in this Declaration, the Association's Articles of Incorporation, Bylaws, or Rules and Regulations to the contrary, the following breeds of dogs, as well as those dogs exhibiting any one or more of the distinguishing characteristics which conform to the standards established by the American Kennel Club or the United Kennel Club for any of the following breeds of dogs shall be prohibited from being anywhere within the Association's community, including but not limited to the General Common Elements, the Units, or anywhere else: American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog (Old Country Bulldog), Dogo Argentino, Canary Dog (Canary Island Dog, Presa Canario, Perro De Presa Canario), Presa Mallorquin (Pero De Presa Mallorquin, Ca De Bou), Tosa Inu (Tosa Fighting Dog, Japanese Fighting Dog, Japanese Mastiff), Cane Corso (Cane Di Macellaio, Sicilian Brancheiro), or Fila Brasileiro. Any dog having the characteristics of the breeds set forth above shall be immediately removed from the Association's community by the owner of the dog, or, if the owner is not reasonably known to the Board of Directors, by either the municipal/county animal control department or by any private contractor hired by the Association to remove the dog. All costs of removal, storage, and other expenses related to the dog or its removal shall be assessed to the Owner of the Unit allowing the dog in the Association's community, or, if none, to the owner of the dog. This shall not limit the Association's authority to levy fines or pursue legal remedies for unauthorized dogs being present in the Association's community.

2. Section 28 of the Association's Declaration entitled Restrictive Covenants and Obligations shall be amended to add the following paragraph:

28.12 Sex Offenders/Sexually Violent Predators. Individuals defined by any state or federal law as a "sexual offender" a "sexually violent predator" or their equivalent, and/or who have been convicted of a crime of unlawful sexual behavior pursuant to Colorado Revised Statutes §16-22-102(9), §18-3-414.5, or similar statutes or their equivalent, shall be prohibited from residing in, temporarily or permanently, any unit within the Association's community. Neither the Association, the Board of Directors, the Association's managing agents or any other of its agents shall be under

any duty to investigate whether any resident, actual or potential, is a sexual offender or a sexually violent predator and shall have no liability for any sexual offender, sexually violent predator, or both, living in the Association's community or for any damages related thereto. All costs and expenses incurred by the Association as a result of a violation of this provision shall be assessed to the Owner of the Unit housing the offender.

3. In the event of a conflict between the terms of this First Amendment and the terms of the Declaration, the terms of this First Amendment shall control.

**Secretarial Certificate**

I, the undersigned Secretary of the Windsong Condominiums Association, Inc., certify that the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions of the Windsong Condominiums was approved by at least sixty-seven percent of the members of the Association and the first Mortgagees holding mortgages upon the units in accordance with Colorado law.

By: Donald A. Chitelat  
Secretary

Dated: Nov 20 2006