

AFTER RECORDING, RETURN TO:

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102 South Tejon Street, Suite 900
Colorado Springs, CO 80903

**AMENDMENT OF
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
SANCTUARY POINTE**

THIS AMENDMENT of the Declaration of Covenants, Conditions, Restrictions and Easements for Sanctuary Pointe is made as of the date shown below.

WITNESSETH:

WHEREAS, Elite Properties of America, Inc., a Colorado corporation, recorded a Declaration of Covenants, Conditions, Restriction and Easements for Sanctuary Pointe (hereinafter "Declaration") on October 7, 2015 at Reception Number 215109222 in the records of the El Paso County Clerk and Recorder; and

WHEREAS, the Declaration provides in Article 15, Section 15.3 any provision, covenant, conditions, restriction or equitable servitude contained in the Declaration may be amended or repealed at any time and from time to time upon approval of the amendment by Members of the Sanctuary Pointe Homeowners Association, Inc., a Colorado non-profit association ("Association") with at least sixty-seven percent (67%) of the voting power of the Association; and

WHEREAS, Article 7, Section 7.4 of the Declaration allocates one vote for each Lot owned by Members; and

WHEREAS, Members owning more than sixty-seven percent (67%) of the Lots in the Association have agreed to amend the Declaration as set forth hereinbelow.

NOW, THEREFORE, the Declaration is amended as follows:

1. The addition of three new Sections, Section 5.26, Section 5.27 and Section 5.28 to ARTICLE 5, LIVING ENVIRONMENT STANDARDS to read as follows:

Section 5.26. Leasing. Any Owner shall have the right to lease or allow occupancy of their Lot upon such terms and conditions as the Owner may deem advisable, subject to the 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, Persons who reside with the Owner, a guest or invitee of an Owner or a roommate of the Owner, where the Owner occupies the Lot as the Owner's primary Residence, are not considered tenants and their occupancy does not constitute leasing. For the purposes of this Declaration, for Lots with Guest Units, occupation by extended family shall not be considered leasing.
- (b) Short term occupancies and rentals of less than ninety (90) days, of Lots, including but not limited to transient, hotel, bed-and-breakfast or vacation-type rentals, are prohibited without prior written permission from the Association. Any of the uses set forth in the preceding sentence shall be prohibited on any Lot even if such use is determined to be a residential use. Upon the expiration of any lease of at least ninety (90) days, the Owner may thereafter extend that lease on a month-to-month basis. All leases shall be for the entire Lot without the subdivision of dwelling units for leasing purposes. Subleasing, meaning the leasing or rental of a leased Lot from the tenant under the lease to another person, is prohibited.
- (c) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents (the Articles of Incorporation, this Declaration, the Bylaws and the Rules, Regulations and Policies) of the Association. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any rules, regulations and policies of the Association.
- (d) Each Owner who leases his or her Lot shall provide the Association, upon request, with a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, number and type of pets, and any other information reasonably requested by the Association or its agents.
- (e) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.
- (f) All occupancies, leases and rental agreements of Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents of the Association shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the landlord or the Association, or by both of them.
- (g) All occupancies or rentals of Lots shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of this Declaration, the Bylaws, of the Association, the Articles of Incorporation or the rules, regulations and policies of the Association.
- (h) If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within 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 brings an eviction action against the lessee as attorney-in-fact for the Owner, the prevailing party shall be entitled to costs incurred, including but not limited to, reasonable attorney fees and court costs. The Association shall be entitled to assess the Owner personally with any attorneys' fees and costs awarded, which fees and costs shall also be a lien against the Lot.

- (i) All leases shall be for or of the entire Lot.
- (j) All owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.
- (k) The Association shall have the authority to adopt rules and regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

Section 5.27. Prohibition of marijuana and Illicit Drug Distribution and Growing.

Except for the growth of marijuana for personal use as permitted by Colorado law, no Owner or occupant of a Lot may utilize such Lot for the purpose of growing or distributing marijuana, medical marijuana, hash oil, or any other illicit drugs. This prohibition may further be clarified by the Board of Directors through rules and regulations. Owners will be responsible for any damage resulting from a violation of this restriction. Further, no Owner or occupant of a Lot may engage in any activity of practice which, in the sole discretion of the Board, is considered a threat to the health and/or safety of other Owners and residents within the Community Area, including but not limited to, boarding, creating conditions conducive to indoor fires, allowing Lots to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Lots in the Community Area.

Section 5.28. Use of Lots. All Lots within the Community Area shall be used only for those uses and/or purposes as allowed by local zoning, control and regulations. Occupancies may also be subject to any rules and regulations adopted by the Association. Except as provided in this Declaration, all Lots shall be used for residential purposes only as residential dwellings. Commercial and business uses with any adverse external effect on the nature, perception, operation or ambiance of the Community Area as a first class residential Community, as reasonably determined by the Board, are prohibited unless approved in writing by the Association, are specifically allowed by this Declaration or are allowed pursuant to restrictions of record and by local zoning ordinances and regulations.


2. Other than the amendments set forth herein, the remaining provisions in the Declaration are affirmed.

3. This Amendment is hereby incorporated in the Declaration as if originally stated therein, and shall run with the land and be binding upon all parties as provided in the Declaration.

IN WITNESS WHEREOF, the Association amends the Declaration as of the day in the Association's certification below.

Dated: December 8, 2017

SANCTUARY POINTE
HOMEOWNERS ASSOCIATION, INC.,
a Colorado non-profit association

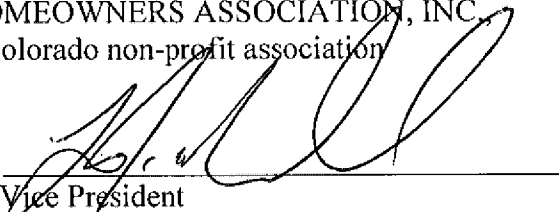
By: 
Jerald Richardson, President

CERTIFICATION:

I, Loren Moreland, as Vice President of the Sanctuary Pointe Homeowners Association, Inc., a Colorado non-profit association, hereby certifies that owners of more than 67% of the Lots in the Association have agreed to the amendment set forth above.

Dated: December 8, 2017

SANCTUARY POINTE
HOMEOWNERS ASSOCIATION, INC.,
a Colorado non-profit association

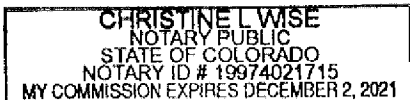
By: 
Vice President

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 8th day of December, 2017, by Jerald Richardson as President, and Loren Moreland as Vice President of Sanctuary Pointe Homeowners Association, Inc., a Colorado non-profit association.

WITNESS my hand and official seal.

My commission expires: *12-02-2021*



Christine L. Wise

Notary Public