

**FIRST AMENDMENT  
TO THE  
AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
HEATHER OF VAIL CONDOMINIUMS**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HEATHER OF VAIL CONDOMINIUMS ("First Amendment") is to be made effective upon recording.

**RECITALS**

A. Heather of Vail Condominiums are subject to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Heather of Vail Condominiums recorded on December 30, 2016 at Reception No. 201622450 in the records of the Eagle County Clerk and Recorder (hereinafter the "Amended and Restated Declaration").

B. Heather of Vail Condominiums are located in the Town of Vail, County of Eagle, State of Colorado on the real property more particularly described in Exhibit 1 to the Amended and Restated Declaration (the "Property").

C. The Heather of Vail Condominium Association, Inc. (the "Association") is a Colorado nonprofit corporation made up of all Owners of the Units (as these capitalized terms are defined in the Amended and Restated Declaration).

D. The Owners desire to amend the Amended and Restated Declaration by virtue of this First Amendment for the following purposes: (a) to prohibit deed restrictions or similar programs on Units; (b) to prohibit restrictions on sales prices of Units, (c) to establish enforcement measures and remedies; and (d) to supersede any provision in the Amended and Restated Declaration that conflicts with these purposes.

E. Pursuant to C.R.S. § 38-33.3-217(1) regarding amendments to a declaration and Section 16.2 of the Amended and Restated Declaration, the affirmative votes of not less than 67% of the Owners are required to approve any amendment.

F. Therefore, it is certified by the President and Secretary of the Association by their signatures below that at least 67% of the Owners have voted for or otherwise approved this First Amendment to the Amended and Restated Declaration.

NOW, THEREFORE, the Amended and Restated Declaration is amended as follows:

I. The following ARTICLE 21 is added:

## ARTICLE 21

### DEED RESTRICTIONS

Section 21.1 Limitation of Deed Restricted Units. A legitimate and compelling interest exists of the Owners of the Heather of Vail to protect the free market sales and acquisitions of the Units. Deed restrictions on Units are prohibited at Heather of Vail. This prohibition includes but is not limited to any restrictions related to buyers and occupants, deed limitations, or any similar programs or restrictions. Contracts with the Town of Vail imposing deed restrictions and submitting a Unit to any exchange programs in which a deed restriction is placed upon a Heather of Vail Unit in exchange for removal of a deed restriction from another unit within the Town of Vail are also prohibited. Currently, Units \_\_\_\_\_ have and are hereby allowed the current recorded deed restriction in place on these Units. Owners shall not restrict any Unit inconsistent with this provision.

Section 21.2 Prohibition of Restrictions on Sales Prices. Any restrictions on the sales price for which a Unit may be sold are expressly prohibited at Heather of Vail. This prohibition specifically includes but is not limited to: imposing a maximum sales price and imposing a limit on the amount of appreciation of the sales price of a Unit. Owners shall not restrict any Unit inconsistent with this provision.

Section 21.3 Enforcement. The provisions contained in this Article 21 shall be enforced strictly by the Association, through its governing Board, subject to the policies and procedures regarding enforcement of covenants. Any restrictions imposed upon a Unit that is deemed a violation of these provisions as determined by the Board in its sole and absolute discretion shall be deemed void and unenforceable. Failure of an Owner to comply strictly with the provisions of this Article 21 shall be grounds for an action to recover sums due for damages or injunctive relief or both, together with reasonable attorney fees, and court costs.

**II. Conflicts Between Documents**. In case of conflict between this First Amendment to the Amended and Restated Declaration and the Amended and Restated Declaration, this First Amendment shall control.

**III. No Other Amendments**. Except as stated in the terms of this First Amendment, the Amended and Restated Declaration shall remain in full force and effect.

*{End of document; signatures to follow}*

IN WITNESS WHEREOF, the President of the Association has executed this First Amendment on the date of the signature below which approval has been certified by the Secretary of the Association.

**HEATHER OF VAIL CONDOMINIUM ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

By: \_\_\_\_\_,  
\_\_\_\_\_, President

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF EAGLE            )

The foregoing First Amendment to the Amended and Restated Declaration was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as President of the Heather of Vail Condominium Association, Inc. a Colorado nonprofit corporation.

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF THE SECRETARY OF THE ASSOCIATION**

I, \_\_\_\_\_, Secretary of the Heather of Vail Condominium Association, hereby certify that the requisite number of votes were made in favor of this First Amendment to Amended and Restated Declaration by a vote of the membership at the Annual Meeting held December 12, 2020 as follows:

FOR:            \_\_\_\_\_ % votes (meets state law requirement of 67% or more)

AGAINST:      \_\_\_\_\_ % votes

\_\_\_\_\_  
\_\_\_\_\_, Secretary