

**FIRST AMENDMENT
TO THE AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
LIFTVIEW
(FORMERLY KNOWN AS SUNRIDGE AT AVON)**

THIS AMENDMENT is made this ____ day of _____, 2014.

RECITALS

A. Declarant, The Heritage Company, a Colorado limited partnership, recorded that certain Declaration of Condominium for Sunridge at Avon on October 30, 1979 at Reception No. 190111 in Book 293 at Page 715, in the Office of the Clerk and Recorder for Eagle County, State of Colorado, as amended and restated in its entirety by that certain Amended and Restated Condominium Declaration for LiftView recorded in the Office of the Clerk and Recorder for Eagle County, State of Colorado on July 23, 2014 at Reception No. 201411978 (collectively, the "Original Declaration") subjecting the real estate described therein to the terms and conditions set forth in the Original Declaration;

B. The Original Declaration provides for and allows for this First Amendment to the Amended and Restated Condominium Declaration for LiftView (the "Amendment") in Section 12.5, which provides as follows:

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of 67% of the total Association votes and 51 % of Eligible Mortgage Holders.

C. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

D. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome.

E. The purpose of this Amendment is to revise the parking provisions regarding towing.

F. The undersigned, being the President and Secretary of the Association, hereby certify that Owners representing at least 67% of the total Association votes have consented and agreed to this Amendment. There are no Eligible Mortgage Holders, and therefore, no mortgagee approvals required. Alternatively, the Association has obtained approval for this proposed Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act.

G. As amended by this Amendment, the Original Declaration is referred to as the "Declaration."

NOW THEREFORE,

I. Amendments. The Original Declaration is hereby amended as follows:

(a) **Repeal and Restatement. Section 7.8(d) is hereby repealed in its entirety and the following Section 7.8(d) is substituted:**

Section 7.8

(d) No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked within the Community unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Association. In the event that the Association shall determine that a vehicle is an abandoned, unlicensed or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the Owner thereof or shall be conspicuously placed upon the vehicle. If the abandoned, unlicensed or inoperable vehicle is not removed within a reasonable period of time after notice has been provided, as determined by the Board of Directors, the Association shall have the right to remove the vehicle, and the owner thereof shall be solely responsible for all towing and storage charges.

(b) **Repeal and Restatement. Section 7.8(k) is hereby repealed in its entirety and the following Section 7.8(k) is substituted:**

(k) If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after a reasonable period of time, as determined by the Board of Directors, the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Community stating the name and telephone number of the person or entity which will do the towing and/or booting

hereunder. If, after reasonable notice, as determined by the Board of Directors, the vehicle violation continues or thereafter occurs again within six months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user.

II. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

Sunridge at Avon Homeowners Association, Inc.,
a Colorado nonprofit corporation

By: _____
President

By: _____
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 20__, by _____, as President of Sunridge at Avon Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____.

Notary Public

