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Page: 1 of 3

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**AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF THE  
WASH PARK NORTH CONDOMINIUMS**

This Amendment to the Declaration of Covenants Conditions and Restrictions of the Wash Park North Condominiums ("Amendment") is made effective this 8 of January, 2021.

**RECITALS**

- A. WHEREAS, on August 27, 2010, Declaration of Covenants Conditions and Restrictions of the Wash Park North Condominiums ("Declaration") was recorded in the Office of the Clerk and Recorder of City and County of Denver, Colorado at Reception No. 2010096476; and
- B. WHEREAS, Wash Park North Condominium Association, Inc. ("Association"), a Colorado nonprofit corporation, governs the property described in the Declaration; and
- C. WHEREAS, Section 16.6.1 of the Declaration provides that it may be amended by an affirmative vote or agreement of Members holding at least eighty percent (80%) of the Allocated Interests; and
- D. WHEREAS, pursuant to Colorado Revised Statute § 38-33.3-217, any provision in a homeowners association declaration that purports to require an affirmative vote or agreement of unit owners of units of a percentage larger than sixty-seven percent (67%) of the votes in the association is void as contrary to public policy, and until amended, such provision shall be deemed to specify a percentage of sixty-seven percent (67%); and
- E. WHEREAS, the Members of the Association believe it desirable to amend this Declaration; and
- F. WHEREAS, the undersigned certifies receipt of affirmative vote or agreement for this Amendment of the Declaration from Members holding at least sixty-seven percent (67%) of the votes of the Association; and
- G. WHEREAS, all words used in this Amendment that are specifically defined by the Declaration are given the meaning defined by the Declaration except where any word is specifically defined by this Amendment.

**NOW THEREFORE**, the Association hereby amends the Declaration and any amendments amending such referenced provision of the Declaration as follows:

- 1. Section 15.6 of the Declaration is amended to add 15.6.5, and shall read:

Unless specifically exempted by this Article, all Claims between any of the Parties shall be subject to the provisions of this Article. Notwithstanding the foregoing, unless all

Parties thereto otherwise agree, "Claim" does not include the following, whether such are brought by lawsuit, counterclaim, cross-claim, mediation, arbitration, or any other manner, and the same shall not be subject to the provisions of this Article:

15.6.1 An action by the Association to enforce any provision of Article 4 of this Declaration (Assessments); and

15.6.2 An action by the Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the Association or court may deem necessary in order to enforce any of the provisions of Article 10 (Restrictions) or Article 5 of this Declaration (Architectural Review); and

15.6.3 Any action between or among the Owners, which does not include as a party, the Declarant or the Association, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

15.6.4 Any action in which any indispensable party is not a Party, as defined in this Article; and

15.6.5 An action by the Association to obtain a temporary restraining order and/or a preliminary restraining order (other equivalent emergency equitable relief), an injunction, order for specific performance, and/or such other ancillary relief as the Association or court may deem necessary to enforce any of the provisions of Section 9.2 (Access Easements) of this Declaration.

2. Section 16.1.1 of the Declaration shall be amended to add: In the event the Association prevails in obtaining an Order to grant the Association access through an Owner's Unit (Section 9.2 of the Declaration) for maintenance, repair and/or replacement as provided in this Declaration, the Owner shall be responsible for any damages sustained by the Association due to delay of maintenance, repair and/or replacement due to the Owner's failure to voluntarily provide the Association with access to the Owner's Unit upon the Association's request. The Association may request and be awarded damages against such Owner for these damages, including, but not limited to, increased maintenance, repair, and/or replacement costs, injury sustained to property or persons, and the reimbursement of the Association's reasonable attorney fees and costs.
3. The portion of Section 16.6.1 of the Declaration providing that "Further, each amendment of this Declaration enacted by the Members shall be applicable only to disputes, issues, circumstances, events, claims or causes of action that arose out of circumstances or events that occurred after the date of recording of such amendment in all Counties in which any portion of the Community is located; and no such amendment shall be applied retroactively to any earlier occurring disputes, issues, events, circumstances, actions, claims or causes of action" is deleted.

The undersigned, being the president and secretary of The Wash Park North Condominiums, hereby certify that the Association has obtained the affirmative vote or agreement of sixty-seven percent (67%) of the Allocated Interests.

The Wash Park North Condominium Association, Inc., a Colorado nonprofit corporation,

By: *Seery Magglio*, its President

Attest:

By: *Jessica Hoffstein*, its Secretary

STATE OF COLORADO )  
COUNTY OF Denver ) ss.

The foregoing Amendment was acknowledged before me by *Seery Magglio*, as President and by *Jessica Hoffstein*, as Secretary, of Wash Park North Condominium Association, Inc., a Colorado nonprofit corporation, on this day 8 of January, 2021.

*Mia B Ballentine*  
Notary Public

My commission expires: *June 13 2023*

MIA B BALLENTINE  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 19954007922  
MY COMMISSION EXPIRES JUN 13, 2023