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**THIRD AMENDMENT OF THE CONDOMINIUM DECLARATION
FOR
EAST COOPER COURT CONDOMINIUMS**

This Third Amendment of Condominium Declaration for East Cooper Court Condominiums (this "Third Amendment") is made by East Cooper Court Homeowners Association, Inc., a Colorado nonprofit corporation (the "Association"), the 19 day of DECEMBER, 2006, for the purposes recited herein.

RECITALS

A. The Condominium Declaration for The East Cooper Court Condominiums (the "Original Declaration") was executed by Robert A. Langley and Sherri Darnell Langley (jointly, the "Original Declarant") on April 18, 1995, and recorded in the real property records of the County of Pitkin ("the County") on April 19, 1995, in Book 778 at Page 954 as Reception No. 380645. A First Amendment to Declaration of Covenants for East Cooper Court Condominiums was executed by the Original Declarant on August 26, 1996, and recorded on August 27, 1996, as Reception No. 396435. A Second Amendment to the Declaration of Covenants for East Cooper Court Condominiums was executed by the Association on February 23, 2004, and recorded on February 24, 2004, as Reception No. 494781.

B. The Original Declaration, the First Amendment, the Second Amendment and this Third Amendment touch and concern the real property described in Exhibit "A" (the "Property"), attached hereto and incorporated here by this reference. (The Original Declaration, the First Amendment, the Second Amendment and this Third Amendment shall be referred to herein collectively as "the Declaration".)

C. The Association is the Unit owners association established in the Original Declaration for the East Cooper Court Condominiums (the "Project").

D. The Association wishes to amend the terms of the Declaration to delete certain provisions of the Declaration as it existed before the execution and recording of this Third Amendment (the "existing Declaration") and to add the other provisions found in the body of this document.

E. Section 12.2 of the existing Declaration provides that the Declaration may be amended by a vote of sixty-seven percent (67%) of the votes entitled to be cast by members of the Association, whether present, in person or by proxy. Such a meeting has occurred and the requisite number of votes were cast in favor of the execution and recording of this Third Amendment.

NOW THEREFORE, for the purposes recited above, the Association does hereby declare and acknowledge that the Original Declaration shall be amended as follows:



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1. **Third Amendment Controls.** The provisions of this Third Amendment shall supersede and take precedence over any part, or parts, of the Original Declaration, First Amendment or Second Amendment which are in conflict with the terms found herein.

2. **Defined Terms.** Any terms found in this Third Amendment, but which are not defined herein, shall have the definition found in the Original Declaration.

3. **Recitals Correct.** All of the statements of fact set forth above as the Recitals in this Contract are true and correct.

4. **Deletion of Section 2.1 of First Amendment.** Section 2.1 of the First Amendment, which modified Section 8.5 of the Original Declaration is hereby deleted in full. The effect of the deletion of Section 2.1 of the First Amendment shall be to restore the language found in Section 8.5 of the Original Declaration, and in particular (without limitation) that part of Section 8.5 of the Original Declaration which provides that "Annual assessments and special assessments shall be allocated based on the amount of the assessment divided by the number of residential sites that are obligated to pay the assessments."

5. The following shall be an additional provision of the existing Declaration:

If assessments, fines or other charges, or any part thereof, remain unpaid more than 45 days after the assessment payments first become delinquent:

- a. the Owner's right to vote shall be automatically suspended until all amounts owed are paid in full;
- b. the Association, acting through the Executive Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws of the Association, and Colorado law, including reasonable attorney's fees actually incurred;
- c. additionally, or in the alternative, the Association may foreclose on its lien against the Unit; and
- d. the delinquent Owner shall not be allowed to attend any meeting of the Members or of the Board of Directors.

Enforcement under this Section is not dependent upon or related to other restrictions found in the Declaration or Bylaws of the Association and/or other actions taken or considered by the Association.

6. The following shall be an additional provision of the existing Declaration:

