

3001 CONDOMINIUM ASSOCIATION
SIXTH AMENDMENT
TO AMENDED CONDOMINIUM DECLARATION

This document amends the following documents:

- a. Declaration Condominium Ownership Act, dated April 30, 1968, recorded in Book 922, pages 137-138 of the records of Mesa County, Colorado;
- b. Amended Condominium Declaration – 3001 Condominium, dated November 4, 1968, recorded in Book 928, pages 895-926, of the records of Mesa County, Colorado;
- c. First Amendment to Amended Condominium Declaration – 3001 Condominium, dated May 20, 1971, recorded in Book 961, pages 252-264, of the records of Mesa County, Colorado;
- d. Second Amendment to Amended Condominium Declaration – 3001 Condominium dated October 27, 1972, recorded in Book 985, Pages 123-125, of the records of Mesa County;
- e. Second Amendment to Amended Condominium Declaration - 3001 Condominium dated November 6, 1985 and recorded December 20, 1985, at Book 1568, pages 367-369 of the records of Mesa County Colorado;
- f. Fourth Amendment to Amended Condominium Declaration – 3001 Condominium, dated September 22, 1991 and recorded October 4, 1991, at Book 1859, pages 952-955 of the records of Mesa County; and the
- g. Fifth Amendment to the Amended Condominium Declaration – 3001 Condominium, dated December 22, 2010, and recorded at Book 5105, pages 633-635 of the records of Mesa County, Colorado.

The aforesaid documents are hereby further amended as follows:

Section 10.3 is amended to read:

“Section 10.3. Apportionment of Annual Assessments. Expenses attributable to the General Common Elements and to the Project as a whole shall be paid 1/11 by each of the Owners.”

Section 10.5 is amended to read:

“Section 10.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Initial Project or Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Amended Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other sections hereof which shall make specific reference to this Article. All amounts assessed pursuant hereto shall be assessed 1/11 to each of the Owners. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to

the Owners and no payment shall be due less than thirty days after such notice shall have been given. A special assessment shall bear interest at the rate of 8% per annum from the date it becomes due and payable if not paid within thirty days after such date.”

Section 11.1 is amended to read:

“Section 11.1 Residential. Each Condominium Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Unless written permission of 9/11 of the other Owners to do so is obtained in advance, it shall be a violation of these Declarations to lease, rent, sub-lease, create time share interests or otherwise grant any temporary occupancy or use rights in a Condominium Unit, to include, without limitation, only part of a Condominium Unit (such as a bedroom) to any party.

This prohibition shall apply whether or not the Owner receives or expects to receive remuneration for the granting of such right(s). Persons under the age of 18 years shall be allowed to visit Owners in their respective Condominium Units, but shall not be allowed to take up residence in a Condominium Unit whether on a temporary or permanent basis. Condominium Units shall be occupied by the Owner (which shall include the majority owner of a corporate entity owning a Condominium Unit and the primary beneficiary of any trust owning a Condominium Unit for these purposes) and may also be occupied by persons the Owner considers part of his/her/its family unit provided the members of the family unit do not violate the age restriction noted above and the Owner is also a resident of the Condominium Unit.”

Section 11.2 is amended to read:

“Section 11.2 Use of General Common Elements. There shall be no obstruction of the General Common Elements, nor shall anything be stored on any part of the General Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from, the General Common Elements, or the Limited Common Elements set forth in Section 5.2(e) hereof, except upon prior written consent of at least 9/11 of the members of the Association.”

Section 11.2 ½ is amended to read:

“Section 11.2 ½ Use of Limited Common Elements.

(a) All vehicles parked on the property shall be properly licensed and fully operable. No vehicles, trailers, boats, campers motor homes or coaches, snowmobiles, all-terrain vehicles or any other recreational vehicles, devices or equipment, or vehicles used for business or commercial purposes shall be allowed to park or remain within the Real Property at any time; provided, however, that:

- (1) such vehicles may be parked or remain upon the Real Property for a period of not more than seventy-two (72) hours while loading or unloading, or being prepared for travel, or as may be specifically approved in writing by 9/11 of the members of the Association; and

- (2) One licensed, operable passenger-type vehicle not exceeding 10,000 lbs. gross weight that is owned or used by the Owner of the Unit for business or commercial purposes may be parked on the pavement immediately in front of the Owner's Unit if it does not fit in the carport defined in Section 5.2(a).
- (b) All motor vehicles shall be parked, kept or stored in the areas described in section 5.2(a), above, and nowhere else upon the Real Property; provided, however, that, in addition, any vehicles incidental to residential family use will be permitted to park or remain upon the Real Property.
- (c) No activity such as maintenance, repair, rebuilding, repainting or servicing of any kind of vehicle, trailer or boat, may be performed or conducted on the property. This restriction does not apply to washing and polishing of vehicles as long as such activity is in compliance with local Storm Water Management Guidelines."

Section 11.4 is amended to read:

"Section 11.4 Household Pets. Dog, cat or other household pet only may be kept in units, on the patio area of a unit or on a leash; provided, that they are not kept, bred or maintained for any commercial purpose; and, further provided, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the project upon written notice from the Board of Directors. Limit one pet per unit. Due to insurance reasons the following dogs are prohibited within the Association: Pit Bull, Staffordshire Terrier, Rottweiler, Chow, Wolf, Akita or any dogs which are mixed with those breeds."

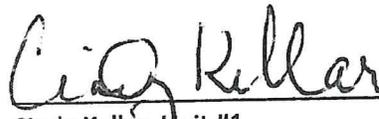
Article XIV, Sale of Condominium Units, is hereby deleted in its entirety.

Except as amended here, all provisions of the Declaration, as amended, remain in full force and effect.

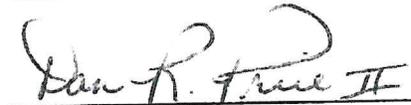
Dated as of this ___th day of October, 2021.



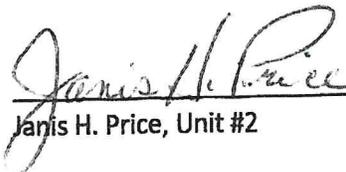
Richard Lawrence Kellar, Jr., Unit #1



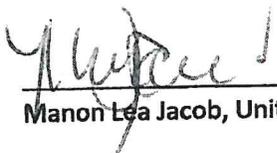
Cindy Kellar, Unit #1



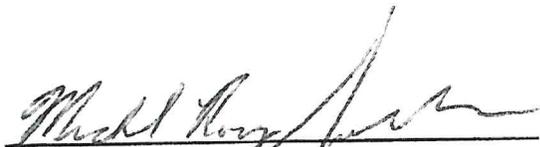
Dan R. Price II, Unit #2



Janis H. Price, Unit #2

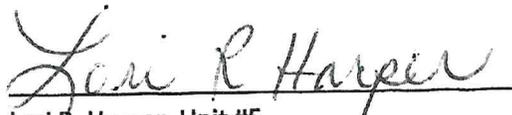


Manon Lea Jacob, Unit #3


Michael Rory Sullivan, Unit #4


Uretta J. Sullivan, Unit #4


Terry Dean Harper, Unit #5


Lori R. Harper, Unit #5


Kraig S. Keltner, Unit #6

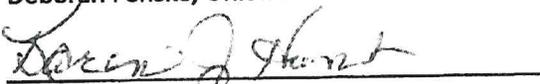

Linda M. Keltner, Unit #6

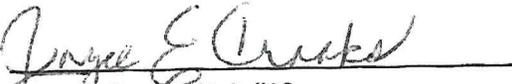

Douglas R. Beyer, Unit #7

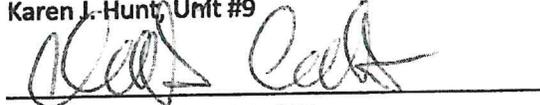

Maureen K. Beyer, Unit #7

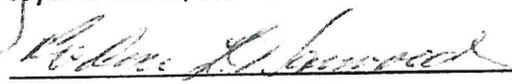

Deborah Fenske, Unit #8


Mark Paul Fenske, Unit #8


Karen J. Hunt, Unit #9


Joyce E. Crooks, Unit #10


Charles R. Crooks, Unit #10


Rodene L. Harwood, Unit #11

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me on October 26, 2021, by Richard Lawrence Kellar, Jr., Cindy Kellar, Dan R. Price II, Janis H. Price, Manon Lea Jacob, Michael Rory Sullivan, Uretta J. Sullivan, Terry Dean Harper, Lori R. Harper, Kraig S. Keltner, Linda M. Keltner, Douglas R. Beyer, Maureen K. Beyer, ~~Mark Paul Fenske~~; Deborah Fenske, Karen J. Hunt, Joyce E. Crooks, Charles R. Crooks, and Rodene L. Harwood. *did not sign*

Witness my hand and official seal.

My commission expires: 04/30/2023

LENA A TOWLES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154017131
MY COMMISSION EXPIRES 04/30/2023



Notary Public