

Single Family Occupancy

THE FOLLOWING SUBPARAGRAPHS ARE HEREBY ADDED TO ARTICLE 2 OF THE COVENANTS:

- a. Limitation to Single Family Occupancy. All Owners and occupants shall comply with the Association Documents in their activities and use of the Units. Each dwelling unit on a Lot ("Unit" or "Units") shall be occupied and used as a private dwelling for the Owner and members of his family, guests and tenants for single family residential purposes only, and the Board of Directors may make Rules which limit the maximum occupancy permitted upon Units in the subdivision and implement the provisions of this Section 2. "Single family" is defined as persons related by blood, birth, marriage, civil union, legal adoption or legal custody. The foregoing definition is controlling regardless of any definition in the City of Colorado Springs' zoning code or any other governmental law or regulation. No person shall occupy any Unit in Bent Tree unless that person is a member of a single family as defined above or is a guest who must not occupy the Unit for more than thirty (30) days per calendar year.
- b. Other Types of Maximum Occupancy Prohibited. No Unit shall be occupied unless the following conditions are met: (a) any group home, boarding house, multi-family occupancy, or occupancy by unrelated persons not constituting a single family is prohibited; (b) any business, manufacturing or commercial use including halfway house, drug or alcohol housing, or any type of medical treatment or professional service facility is prohibited; and (c) any occupancy of the Unit shall be subject in all respects to the provisions of the Association's Covenants and its Rules.
- c. Enforcement. The Owner shall be responsible for the conduct of any and all occupants and guests at the Unit, including the Tenant and the Tenant's family, guests and others on the premises with Tenant's consent ("Tenant's Guests") in order to assure their compliance with the Association's Covenants and Rules and shall indemnify and hold the Association harmless from failure to comply by such occupants or guests. Owner and Tenant agree that violation by the Tenant or Tenant's Guests of the Association's Covenants or Rules shall constitute a default under the Tenant's lease and may also subject the Owner and Tenant to a fine and other remedies set forth in the Association's Covenants and Rules. The Tenant and the Owner shall be jointly and severally liable for all fines, reasonable attorney fees and loss or damage sustained by the Association as a result of the acts or omissions of Tenant or Tenant's Guests.
- d. Further Rules. The Board may, in its sole discretion, adopt, amend, repeal and enforce any and all Rules which the Board may deem necessary or desirable with respect to the enforcement, interpretation, or implementation of the Covenants, this Amendment or any other Amendment. Any such Rules shall be reasonable and fairly applied, as determined by the Board in its sole discretion, and shall be effective upon adoption by resolution of the Board. Each Owner, family member, tenant, or other person or party within the Property shall comply fully and strictly with the Rules. The Rules shall have the same force and effect as if they were originally set forth in and were part of the

Covenants, and shall be deemed incorporated therein. Each Rule shall be presumed to be valid and not in conflict with the Covenants.