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Recording notice to El Paso County Clerk and Recorder:

Index as follows: GRANTEE INDEXES: Bent Tree Property Owners Association, Inc.
GRANTOR INDEXES: All owners of property located within Bent Tree Filing Nos. 1 through V, according to the plats thereof recorded at Reception Nos. 1254250, 1729955, 2354088, and 99017531 and 99017534 of the records of El Paso County, Colorado.



**First Amendment to the
Amended and Consolidated
Declaration of Protective Covenants**

BENT TREE I - V

THIS AMENDMENT is made effective as of the date on which it is recorded in the real property records of El Paso County, Colorado by the owners of property (referred to as "Tracts" or "Lots") in Bent Tree Filings I through V (hereinafter referred to as the "Community") and the Bent Tree Property Owners' Association, Inc., a Colorado non-profit corporation (hereinafter called the "Association").

WITNESSETH:

WHEREAS, Arrowwood Development Corporation (the "Declarant"), recorded three (3) Declarations of Protective Covenants for the Community from 1985 through 1999, which were consolidated in a single recording by way of the Amended and Consolidated Declaration of Protective Covenants for Bent Tree Filings 1, 2, 3, 4, & 5 recorded on January 23, 2020 at Reception No. 220010363 of the real property records of El Paso County, Colorado (said recordings are hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Section 23 of the Declaration provides that the covenants made therein may be amended at any time by a 67% majority vote of all property owners (one vote per each Tract in the Community);

WHEREAS, the Community wishes to adopt a procedure to allow some activities that might otherwise be prohibited as a business under Sections 2 and 15 of the Declaration, and wishes to regulate the permissible uses of a Lot in a manner that preserves the residential character of Bent Tree as a community of predominantly owner-occupied Lots by amending those provisions; wishes to confirm that activities such as growing marijuana in the Association is a nuisance by further amending Section 15 of the Declaration; and wishes to ease the restrictions against exterior parking in a logical manner by amending Section 20 of the Declaration;

WHEREAS, a Notice of the proposed amendment and a written ballot was sent to all the owners, pursuant to Section 23 of the Declaration and C.R.S. §7-127-109, on November 4, 2020, and provided all members with the opportunity to vote for or against the proposed Amendment;

WHEREAS, voting by written ballot was conducted by the Association in accordance with C.R.S. §§7-127-107 and/or 109, in that the Board received the first consent to the amendment on November 19, 2020, and received the required approval of sixty-seven percent (67%) of all property owners (one vote per tract) in said Community on or before January 13, 2021; and

NOW, THEREFORE, as the duly elected representatives of those members, the Board of Directors (the "Board") hereby submits the real property described in the Declaration and all improvements thereon to the provisions of the Declaration and this Amendment and do hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a benefit and burden to the successors and assigns of Declarant, and to any person acquiring or owning an interest in the above described real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, personal representatives and assigns, and that the following Amendment shall be incorporated into the Declaration by this reference as if initially set forth therein:

1. THE FOLLOWING PARAGRAPHS ARE HEREBY ADDED TO SECTION 2 OF THE DECLARATION:

Only one dwelling on each Lot shall be allowed; no business, profession or other commercial activity conducted for gain shall be carried on or within any Lot, except as permitted below; each Lot within the Community shall be occupied solely by a single family as defined below; and any occupancy or uses of a Lot by multiple families or persons other than a single family are expressly prohibited. This Declaration defines "family" as one male/female head of the household and his or her blood-related or legally related dependents. Said definition is controlling regardless of any definition in any zoning code or any other governmental law or regulation, provided, however, that this occupancy restriction will not be applied in a manner that would result in preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.

This provision is not intended to prohibit one-time, isolated or occasional uses, nor is it intended to exclude the use of a home office, such as an architect, which may be permitted so long as the operation of the activity:

- I. Exhibits no apparent or detectable sight, sound, or smell;
- II. Conforms to zoning codes;
- III. Does not employ more than one person at a time who works at the residence, that does not reside on the Lot;
- IV. Does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees, or door-to-door solicitation of the residents of the Community;
- V. Does not involve business activity which is inconsistent with the residential character of the Community;
- VI. Does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of the other residents of the Community, as may be determined at the sole discretion of the Board.

Nothing in this provision shall prohibit the rental of a Lot to a single family for the sole purpose of a single family residence (as said terms are defined herein), provided that all leases shall be for six (6) months or more, in order to ensure a long-term commitment to the safety, stability and upkeep of the neighborhood. All leases shall contain a provision requiring that tenants shall conform to the governing documents of BTPOA, as further restricted in Section 15 below. The owner of any Lot shall be personally responsible for any breach of same by their tenants.

Except for the uses permitted above, the prohibited uses include, but are not limited to:

- I. day care centers, churches, schools;

- II. foster homes, nursing homes, halfway houses, health care centers, human service establishments, including human service homes, human service residences, human service facilities and human service shelters, health care support facilities, hospices, and youth homes and any other similar or dissimilar group homes;
- III. multi-family dwellings, or any uses of kindred character, because it is crucial to prohibit any activity which results in customer traffic, warehousing, chemical odors, vehicular activity, advertising displays, communication antennae, production equipment, employees, or any other evidence of organized business use of a dwelling;
- IV. rental or occupancy for profit for short-term, vacation, time-sharing, transient or hotel type purposes, including any licensing or any other transaction involving advertising or services through entities such as VRBO or Airbnb, no matter what name is assigned to the arrangement.

2. THE FOLLOWING PARAGRAPHS ARE HEREBY ADDED TO SECTION 15 OF THE DECLARATION:

Leasing and Occupancy: The right to lease any Lot is subject to any restrictions of record and is also subject to the following:

- (a) short-term occupancies and rentals of less than six (6) consecutive months are prohibited; and
- (b) the Board shall have the authority to promulgate non-discriminatory Rules which may prohibit or restrict leasing of Lots as described below.

For the purposes of this Section, any terms related to "Lease" or "Leasing" or "Rent" will be defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner. However, persons who reside with the Owner, a guest or an invitee of the Owner or a roommate of the Owner, where the Owner occupies the Lot as the Owner's primary residence, are not considered tenants and their occupancy does not constitute leasing; and a Lease is not required for exclusive occupancy by the adult child, grandchild, or parent of an Owner.

All leasing must begin as a written lease or occupancy agreement ("Lease"), and a copy of same shall be provided (upon request) to the Board. All Leases shall provide that the terms of the Lease and occupancy of the Lot shall be subject in all respects to the provisions of the Association's governing documents, including the Board's authority to adopt additional Rules to supplement the implementation of this restriction.

Short-term occupancies and rentals of less than six (6) consecutive months, of Lots, including but not limited to transient, hotel, bed-and-breakfast or vacation type rentals, are prohibited. Any of the uses set forth in the preceding sentence shall be prohibited on any Lot even if such use is determined to be a residential use. Upon the expiration of any Lease of at least six (6) consecutive months, the Owner may thereafter extend that Lease on a month-to-month basis. All Leases shall be for the entire Lot without the subdivision of dwelling units for leasing purposes. Subleasing, meaning the leasing or rental of a leased Lot from the tenant under the Lease to another person, is prohibited.

All occupancies, Leases and rental agreements of Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the governing documents of the Association shall constitute a default under the Lease, and may also subject the Owner to a fine and other remedies set forth in the governing documents.

After notice and an opportunity for hearing, the Board may require an Owner to evict any occupant who has repeatedly violated any provision of the governing documents; and if the Owner fails to commence such action within thirty (30) days of the date of the Association's request and notice, the Association may pursue that eviction at the Owner's expense, as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association brings an eviction action against the tenant as attorney-in-fact for the Owner, the prevailing party shall be entitled to costs incurred, including but not limited to reasonable attorney fees and court costs. The Association shall be entitled to assess the Owner personally with any attorney fees and costs awarded, which fees and cost shall also be a lien against the Lot, and seek recovery of all fines, reasonable attorney fees and loss or damage sustained by the Association as a result of the acts or omissions of the occupants from the Owner in that same action.

3. THE FOLLOWING PARAGRAPH IS HEREBY ADDED TO SECTION 15 OF THE DECLARATION:

No Owner or other Person shall use or allow the use of any residence or any part of any Tract or any Lot in any way whatsoever for growing, cultivating, producing, processing, manufacturing, packaging, advertising, distributing, transferring, selling, or providing of marijuana, hash, hemp, or any related product or substance, for any reason. This prohibition against growing includes storing marijuana, hash, hemp, or any related product or substance in quantities exceeding that which is allowable by state and local law for personal use only, but all growing is strictly prohibited within any part of any Tract or any Lot.

No part of any Tract or any part of any Lot shall be used in any way whatsoever which violates this Section 15, and no Owner or occupant of a Lot may engage in any activity or practice which, in the sole discretion of the Board, is considered a threat to the health and/or safety of other Owners and residents within the Community Area, including but not limited to boarding up windows or doors, creating conditions conducive to indoor fires, allowing Lots to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Lots in the Community. Any violation of this Section 15 is hereby declared to be a nuisance and may be enjoined or abated by the Association or any person entitled to enforce the provisions of this Declaration, and may result in fines against Owners and other enforcement activity in the sole discretion of the Board.

4. SECTION 20 OF THE DECLARATION IS HEREBY AMENDED IN ITS ENTIRETY AS FOLLOWS:

20. VEHICLE PARKING AND EQUIPMENT: In order to prevent clutter and enhance the natural appearance of the subdivision, no more than two (2) vehicles may be parked in public view or be readily visible from other Lots within the Community. Those vehicles cannot be stored in said location, and must be in good repair, licensed and registered in accordance with the laws of Colorado, and must be used as primary transportation on a regular basis by the occupants of the dwelling, and be parked in the driveway as close to the house as possible or in a parking area approved in writing by the ACC. Any vehicle that the Board determines to be unsightly in its sole discretion shall not be parked or stored within the Community except in a closed garage or screened from view as described below.

No junk or inoperative vehicles, as determined in the sole discretion of the Board, nor any vehicle not fully licensed and registered, nor any commercial vehicles, recreation vehicles, travel trailers, horse trailers, campers, boats, motor homes or motorized equipment, or any trucks larger than one ton, even if used on a daily basis, nor any passenger vans not used as primary daily transportation, shall be stored or parked within the Community, unless they are screened from public view and from other Lots within the Community with garaging, landscaping, or fencing approved in writing by the ACC.

Notwithstanding the foregoing, emergency motor vehicles are permitted in a home occupant's driveway or in the Association's streets if the emergency motor vehicle meets each of the following requirements:

- (1) the emergency motor vehicle is required by the home occupant's employer as a condition of employment;
- (2) the emergency motor vehicle weighs ten thousand pounds or less;
- (3) the home occupant is a *bona fide* member of a volunteer fire department or is employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services;
- (4) the emergency motor vehicle has some visible emblem or marking designating it as an emergency vehicle; and
- (5) the parked emergency motor vehicle does not block emergency access or interfere with the reasonable needs of other Owners or occupants to use the streets and driveways within the subdivision.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed, prepared, certified and caused this Amendment to be recorded on behalf of the Association.

BENT TREE PROPERTY OWNERS'
ASSOCIATION, INC.,
a Colorado non-profit corporation

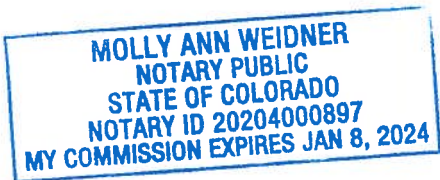
By: Gregory Davis
Title: President

ATTEST.
[Signature]
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 19th day of February, 2021, by Greg Davis and Eric Hammersley, as President and Secretary, respectively, of Bent Tree Property Owners' Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.



Molly Ann Weidner
Notary Public
My commission expires: January 8, 2024