

AFTER RECORDED, RETURN TO:
Powers Halligan, P.C.
700 17th Street, Suite 1600
Denver, Colorado 80202

**LIMITED AMENDMENT
TO
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
OF
HILLCREST VILLAGE CONDOMINIUMS**

THIS LIMITED AMENDMENT TO THE DECLARATION is made on the date hereinafter set forth by Hillcrest Village Homeowners Association Inc., a Colorado nonprofit corporation.

RECITALS:

A. On August 23, 1999, Holly Street Partners, LLC, submitted the real property described on Exhibit 1 of the Declaration of Covenants Conditions and Restrictions of Hillcrest Village Condominiums recorded in the real property records of Denver County, Colorado at Reception No. 9900147397 ("Declaration") to its covenants, conditions and restrictions;

B. The Owners within the Hillcrest Village Homeowners Association, Inc., Project desire to amend the Declaration; and

C. Pursuant to the requirements set forth in Article XII, Section 12.1 of the Declaration, written consent has been obtained from at least fifty-one percent (51%) of the Owners for amendment of the Declaration, or alternatively, a court order in the District Court for Denver County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

NOW, THEREFORE:

1. Article XI, Section 11.7 of the Declaration is deleted in its entirety and replaced by the following:

Section 11.7 Restrictions on Parking and Storage. No part of the Condominium Project, including the public streets, drives or parking areas, unless specifically designated by the Association therefor, shall be used as a parking, storage, display, or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, truck, recreational vehicle, self-contained motorized vehicle, except as a temporary expedience for loading, delivery, or emergency, except that this restriction shall not restrict trucks or other commercial vehicles within the Condominium Project which are necessary for the construction or maintenance of the Common Elements. No party shall have the right to use any underground parking space or storage space who is not either an Owner or a resident of a Condominium Unit, or a guest of such Owner or resident. No Owner or resident shall rent or lease an underground parking or storage space to any party who is not an Owner or resident of a Condominium Unit. The Association shall have the right to adopt Rules and Regulations regarding parking in support of this Declaration provision.

2. This amendment is limited to the deletion and replacement of Article XI, Section 11.7. All other covenants, restrictions, and conditions contained in the Declaration remain in full force and effect unless otherwise amended by a separate amendment.

3. All challenges to the validity of this amendment must be made within one (1) year after the date of recording of this document. The covenants and restrictions of the Declaration shall run with and bind the property in perpetuity.

The undersigned, being the President of the Hillcrest Village Homeowners Association, Inc., hereby certifies that the Association has obtained the written consent for this Limited Amendment to the Declaration from at least fifty-one percent (51%) of the Owners, as evidenced by written consents filed with the records of the Association, or alternatively, a court order in the District Court for Denver County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration, a copy of which is attached.

HILLCREST VILLAGE HOMEOWNERS ASSOCIATION, INC.

By: Valerie Lawton
Valerie Lawton, President *Valerie Lawton*

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing Amendment to the Declaration was acknowledged before me by Valerie Lawton, as President of the Hillcrest Village Homeowners Association, Inc., a Colorado nonprofit corporation, on this 28 day of NOVEMBER, 2012.

Steve Goodwin
Notary Public
My commission expires: 1-20-2015



My Commission Expires 01/20/2015