



SO ORDERED

The moving party is hereby **ORDERED** to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.

Randall C. Arp

Randall C. Arp
District Court Judge

DATE OF ORDER INDICATED ON ATTACHMENT

Court Address: 100 Jefferson County Parkway
Golden, Colorado 80403-8780

PETITIONER: GOLDEN RIDGE CONDOMINIUM ASSOCIATION, INC.

▲ COURT USE ONLY ▲

Case Number: 11CV2972

Div: 9 Ctrm: 5F

ORDER REGARDING COURT APPROVAL OF AMENDMENT OF CONDOMINIUM DECLARATION FOR GOLDEN RIDGE CONDOMINIUM ASSOCIATION PURSUANT TO C.R.S. § 38-33.3-217(7)

THE COURT, having reviewed the Petition for Court Approval of Amendment of Condominium Declaration for Golden Ridge Condominium Association Pursuant to C.R.S. §38-33.3-217(7) and otherwise being fully advised in the premises,

HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Based on the following reasons, the Amendment to the Condominium Declaration for Golden Ridge Condominiums is approved:
 - i. The Association has complied with all of the requirements of Colo. Rev. Stat. § 38-33.3-217(7).
 - ii. No more than thirty-three percent (33%) of the Owners entitled to vote on the Amendment filed written objections with the Court prior to the hearing;
 - iii. Neither the Federal Housing Administration nor the Veterans Administration is entitled to approve the Amendment;
 - iv. Either the Amendment does not eliminate any rights or privileges belonging to a declarant, or no declarant has filed a written objection to the Amendment prior to the hearing;
 - v. Either the Amendment does not eliminate any rights or privileges belonging to first mortgagees, or less than thirty-three percent (33%) of all first mortgagees have filed a written objection to the Amendment prior to the hearing;
 - vi. The Amendment will neither terminate the original Declaration nor change the allocated interests of the Owners as specified in the original Declaration.

2. The Association shall record the Amendment in the real property records of Jefferson County, Colorado, and give notice of the Amendment to all owners of units within the Association.

DONE AND SIGNED this ____ day of _____, 2011.

BY THE COURT:

District Court Judge

This document constitutes a ruling of the court and should be treated as such.

Court: CO Jefferson County District Court 1st JD

Judge: Randall C Arp

Alternate Judge: Unassigned

File & Serve

Transaction ID: 39636191

Current Date: Sep 08, 2011

Case Number: 2011CV2972

Case Name: GOLDEN RIDGE CONDOMINIUM ASSOCIATION INC and FISHER, JAMES WALLACE

Court Authorizer: Randall C Arp

/s/ Judge Randall C Arp

**AMENDMENT TO THE CONDOMINIUM DECLARATION
FOR GOLDEN RIDGE CONDOMINIUMS**

This AMENDMENT TO THE CONDOMINIUM DECLARATION FOR GOLDEN RIDGE CONDOMINIUMS ("Amendment") is made effective as of the 8 of Sept., 2010, 2011

RECITALS

WHEREAS, the Condominium Declaration for Golden Ridge Condominiums ("Declaration") was recorded on November 13, 1979, in the Office of the Clerk and Recorder of Jefferson County, Colorado; and

WHEREAS, the Golden Ridge Condominium Association, Inc ("Association"), a Colorado nonprofit corporation, governs the property described in the Declaration; and

WHEREAS, Section 19 of the Declaration provides that it may be amended at any time by vote or consent of Owners representing an aggregate ownership of at least seventy-five percent (75%) of the undivided interests in the common elements and requires the consent of all first mortgagees; and

WHEREAS, the Association has submitted this Amendment to all first mortgagees, has complied with the requirements contained in Colorado Revised Statutes § 38-33.3-217 for first mortgagee approval of amendments to declarations, and has not received any objections to the proposed Amendment; and

WHEREAS, pursuant to Colorado Revised Statutes § 38-33.3-217(1), any provision in a homeowner association declaration that purports to require the affirmative vote or agreement of more than sixty-seven percent (67%) of the members to whom the votes are allocated is void as contrary to public policy and any such provision shall be deemed to specify a percentage of sixty-seven percent (67%); and

WHEREAS, the Association consists of three hundred seventy-two (372) Condominium Units, and each Unit receives one vote; and

WHEREAS, the Members of the Association believe it desirable to amend the Declaration to align the amendment requirements and certain restrictions with controlling laws and Association practices; and

WHEREAS, the undersigned certifies the receipt of affirmative votes for this Amendment of the Declaration from Members holding at least sixty-seven percent (67%) of the votes in the Association.

NOW THEREFORE, the Association hereby amends the Declaration as follows:

1. Section 19 of the Declaration is hereby deleted in its entirety and replaced with the following language:

Amendment and Revocation. This Declaration shall not be amended unless the Owners, representing an aggregate ownership of at least fifty-one percent (51%) of the undivided interests in the common elements, consent and agree to such amendment; provided, however, that the undivided interest in the common elements appurtenant to each Unit, as expressed in the Declaration, shall have a permanent character and shall not be altered without the consent of Unit Owners representing an aggregate ownership of at least sixty-seven percent (67%) of the undivided interests in the common elements. Except as is otherwise provided in Section 27, this Declaration shall not be revoked unless Owners holding at least sixty-seven percent (67%) of the undivided interests in the common elements consent and agree to such revocation.

2. The following sentence is hereby deleted from Section 21(a) of the Declaration:

If any such monthly installment shall not be paid within ten (10) days after it shall become due and payable, the Association's Board of Managers shall assess a "late charge" thereon in an amount not exceeding Ten Dollars (\$10.00) per month to cover the extra cost and expenses involved in handling such delinquent assessments.

The following sentence shall replace the sentence deleted from Section 21(a) of the Declaration:

If any such monthly installment shall not be paid within ten (10) days after it shall become due and payable, the Association's Board of Managers may assess a monthly "late charge" thereon in an amount determined by the Board, and established by policy, to cover the extra cost and expenses involved in handling such delinquent assessments.

3. The following sentence is hereby deleted from Section 23 of the Declaration:

In the event of default in the payment of the assessment, the defaulting Condominium Unit Owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof, together with all incurred expenses, including attorney's fees, and together with late charges as hereinabove described.

The following sentence shall replace the sentence deleted from Section 23 of the Declaration:

In the event of default in the payment of the assessment, the defaulting Condominium Unit Owner shall be obligated to pay interest at a rate not exceeding twenty-one percent (21%) per annum, as established by the Board of Managers, on the amount of the assessment from the due date thereof, together with all incurred expenses, including attorneys' fees, and together with late charges.

4. The following language is hereby deleted from Sections 25(a) and (b) of the Declaration:

not to exceed Twenty Five Dollars (\$25.00)

5. Section 34(c) of the Declaration is hereby deleted in its entirety and replaced with the following language:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Project, except that each Owner shall have the right to keep domestic household pets as permitted by and in accordance with state statutes and local ordinances. No poisonous or vicious animals, as defined by local ordinances or by Association rules and regulations, are permitted on the Project. Every Owner of a pet shall maintain strict control over his pet and shall prohibit the pet from making loud, disturbing noises or engaging in any other behavior reasonably annoying to other Owners. The Board of Managers may, with the giving of adequate notice and subject to any legal requirements regarding retroactive application, further regulate the right to keep animals as household pets, and limit the number of household pets that Owners may keep within their Units, through the adoption of rules, regulations, or restrictions. The right to keep a household pet shall be coupled with the responsibility to comply with this Section 34(c) of the Declaration and the rules and regulations of the Association, including the responsibility to pay for any damage caused by an Owner's pet.

6. Section 34(o) of the Declaration is hereby amended as follows:

Additional and supplemental rules and regulations may be adopted by the Board of Managers concerning and governing the use of the general and limited common elements; provided, however, that such rules and regulations shall be furnished to Owners prior to the time that they become effective and that such rules and regulations shall be uniform and nondiscriminatory except to the extent the Board has discretionary rights specifically given to it in this Declaration. Any costs, including attorneys' fees, incurred by the Association to enforce this Declaration or rules and regulations of the Association shall constitute an assessment against the Owner in violation.

7. Section 36 of the Declaration is hereby deleted in its entirety and replaced with the following language:

The Project contains recreational facilities such as a clubhouse and pool as part of the common elements. The Board of Managers shall have the authority to regulate the use of the recreational facilities.

8. All other provisions of the Declaration shall remain in full force and effect, unmodified, except as expressly modified and amended herein.

CERTIFICATION

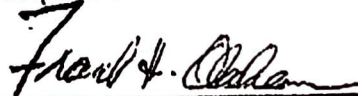
I, the undersigned, do hereby certify:

1. I am the duly elected and acting President of the GOLDEN RIDGE CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit corporation.

2. The foregoing AMENDMENT TO THE CONDOMINIUM DECLARATION OF GOLDEN RIDGE CONDOMINIUMS was duly adopted by the Members of the Association and the first mortgagees, in accordance with Section 19 of the Declaration then in effect, as modified by Colorado Revised Statutes § 38-33.3-217.

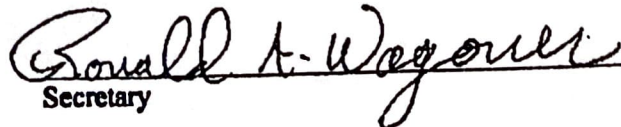
In witness whereof, I have hereunto subscribed my name this 8 day of Sept., ~~2010~~ 2011

GOLDEN RIDGE CONDOMINIUM
ASSOCIATION, INC., a Colorado nonprofit
corporation



President

This Amendment to the Condominium Declaration of Golden Ridge Condominiums was adopted by the Members of the Association on the 8 day of Sept., 201~~0~~, effective the 8 day of Sept., 201~~0~~, and is attested to by the Secretary of the Golden Ridge Condominium Association, Inc.



Secretary