



**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIMBA RUN CONDOMINIUM ASSOCIATION**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIMBA RUN CONDOMINIUMS ("**First Amendment**") is made to be effective as of the ~~10<sup>th</sup> day of September, 2003.~~ *date of recording.*

*74/371*

**RECITALS**

A. That certain Declaration for Simba Run Condominiums was recorded on January 18, 1983 in the real property records of Eagle County, State of Colorado, at Reception No. 248491, Book 352, Page 154, supplemented by that certain Supplement to Condominium Declaration for Simba Run, recorded on November 7, 1983, at Reception No. 268777, Book 372, Page 460 of the real property records of Eagle County, Colorado (the Declaration, as supplemented, will be referred to as the "**Declaration**").

B. The incorporated association of homeowners created pursuant to the Declaration is known as Simba Run Condominium Association, Inc., a Colorado nonprofit corporation (the "**Association**").

C. The parties hereto desire to amend the Declaration on the terms and conditions hereinafter set forth.

D. The parties whose signatures are attached hereto acknowledge that each has agreed to this First Amendment and that such parties constitute at least ~~75%~~ *75%* of the total vote of all Owners in the Association.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, to amend the Declaration as follows:

1. Terms. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the same meanings as set forth in the Declaration or, if not defined herein or in the Declaration, the meanings set forth in the Act, or the Governing Documents of the Association.

2. Limited Amendment. In the event of a conflict between this First Amendment and the Declaration, this First Amendment shall control. In all other respects, the terms, conditions, and provisions of the Declaration are hereby ratified and reaffirmed in their entirety.

3. Employee Housing Units. The Declaration under the definition set forth in Section 1.19 for "Employee Housing Units" incorrectly refers to Section 2.6 whereas it should have referred to Section 2.5. To correct such error, the definition of "Employee Housing Unit" set forth at paragraph 1.19 of the Declaration shall be stricken and replaced with the following:

*Return to: Simba Run Condos  
1100 N. Frontage Rd  
Vail, CO 81657  
attn: Farrah Hill*

“Employee Housing Unit” means a condominium subject to the restrictions set forth in Section 2.5 hereof.”

4. Voting of Owners of the Association. The Association intends to allow for voting by Owners, on matters appropriate for the vote, consent or approval of Owners, to be performable by mail. To accomplish such intent, the following sentence is hereby added to the end of Section 4.4 of the Declaration:

“All Owners shall be granted the right to submit their vote by Regular U.S. Postal Service Mail. The Board of Directors shall determine those matters that shall be voted upon by use of mail and shall also determine the date by which a mail vote must be postmarked to be deemed valid and counted.”

5. Registration by Owner of Mailing Address and Procedure for Voting by Mail. The following sections will be added as Sections 4.5 and Section 4.6 to the Declaration:

“4.5 Registration by Owner of Mailing Address. Each Owner shall register a mailing address with the Association, and except for monthly or other periodic statements and other routine notices, all other notices or demands intended to be served upon an Owner (including, without limitation, notice of matters affecting the Condominium Project which are submitted to the Owners for a vote) shall be sent by First Class United States Mail Service, postage prepaid addressed in the name of the Owner at such registered mailing address. In the event an Owner fails to register a mailing address with the Association as set forth herein, such Owner’s registered mailing address shall be the mailing address of the Unit owned by such Owner. An Owner may also provide to the Association a substitute method for transmission of notices, other than a mailing address, such as, for instance a facsimile transmission number or an electronic internet mail address. Upon such provision of a substitute method and provided that the Association has the capabilities of utilizing such substitute address and means of communication, all references herein to U.S. Mail notice and submission of the vote of an Owner shall be deemed effective when communicated between Owner and Association by such means and to such address.

4.6 Procedure For Voting By Mail. In the event that the Board of Directors determines to conduct a vote of the Owners by mail, a notice requiring the submission by each Owner of a vote shall be sent to each Owner at the address registered by such Owner pursuant to Section 4.5 above. The notice shall set forth in sufficient detail the express wording of the matter on which the vote is to be cast and, in the discretion of the Board of Directors an explanation as to why such vote is requested and a position statement in favor and/or in opposition to the proposal may accompany such notice. The notice shall specify a date certain by which the vote of an Owner must be received, by the Secretary of the Association, at the office of the Manager of the Association to be deemed effective. Such date shall not be sooner than 14 days from the date of the notice being sent and not later than 75 days from the date of the notice being sent. The vote of an Owner may be delivered to the



office of the Manager of the Association by any means, including by way of example, by U.S. Mail, by overnight or other courier service, by internet e-mail transmission, by facsimile transmission or by personal delivery. In the event that a meeting of the Owners occurs during the permissible voting period, an Owner may also cast such Owner's vote at the meeting. In the event that an Owner fails to cast a vote either for or against the proposal, such failure shall be deemed to be a vote in favor of the proposal. The Secretary need not wait until the expiration of the date by which votes must be received to declare a proposal passed or defeated. Upon receipt by the Secretary of a sufficient number of votes in favor of the proposal, to pass such proposal, the Secretary shall declare the proposal to be passed, or, in the event that a sufficient number of votes against the proposal are received by the Secretary such that the remaining, yet to be cast, votes would be insufficient to pass the proposal, the Secretary shall declare the proposal defeated. Upon the submission of a proposal to the Owners for vote by mail under this Section, any Owner may, by submission of a written position statement to the Secretary of the Association, which submission must be made at least 10 days prior to the date by which voting is to be closed, demand that the Association submit by mail a copy of such written position statement to all of the Owners of the Association. In the event any Owner makes such demand upon the Association, the Association shall mail a copy of the submitted position statement to all Owners, at the expense of the Association, provided the cost of mailing such position statement does not exceed the postal rate for a First Class United States Mail letter weighing one (1) ounce, or less. Any expense of mailing in excess of the rate for a one (1) ounce letter shall be paid by the Owner submitting the position statement, which additional expense shall be paid by the submitting Owner in advance and as a condition precedent to the Association posting the position paper to the Owners." If an Owner has provided a substitute method, other than U.S. Mail, pursuant to Section 4.5 for notices to such Owner, and to the extent the position statement is capable of transmission by such substitute method, the Association may provide the position statement to that Owner by the substitute method."

6. Resident Manager's Condominium/Restrictions to Use as Employee Housing Deleted. Condominium Unit 1205 has previously been leased by the Association as a resident manager's residence. The Association purchased and as of the date of the First Amendment the Association is the Owner of Unit 1205. Accordingly, the provisions of Article 9 of the Declaration, pertaining in general to the use of Unit 1205 as the Resident Manager's Residence, are no longer applicable. Further, to provide flexibility to the Association as to the use which may be made of Unit 1205, the Association has determined to delete all references in the Declaration to Unit 1205 being an Employee Housing Unit, the Resident Manager's Residence, or otherwise restricted as to its permitted occupants, it being the intent, without limitation, that the Association and any subsequent Owner of Unit 1205 may occupy or rent Unit 1205 to any person at any rental rate as determined by the then current Owner of Unit 1205. To accomplish this intent, Article 9 of the Declarations, pertaining in general to rental of Condominium Unit 1205 solely for the Resident Manager, is hereby deleted. The letter designation "E" in front of unit 1205 on Exhibit "B" to the Declaration and the letter "E" after Unit Number 1205 on Exhibit "C", are both deleted. The intent of these deletions is to remove any restriction of Unit 1205 to Employee Housing. To the extent Unit 1205 was an



**EXHIBIT "B"**  
**TO**  
**THE FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS**  
**AND RESTRICTIONS FOR SIMBA RUN CONDOMINIUM ASSOCIATION**

<u>UNIT NUMBER*</u>	<u>PERCENTAGE INTEREST IN THE COMMON ELEMENTS</u>
1102	1.07
1104	1.07
1106	1.15
1200	1.25
1202	1.25
1201E	.60
1204	1.25
1205	1.10
1206	1.07
1207	1.07
1208	1.07
1209	1.15
1210	1.07
1212	1.07
1214	1.07
1300	1.30
1401	1.07
1402	1.07
1403	1.10
1404	1.07
1405	1.07
1406	1.07
1407	1.00
1408	1.07
1409	1.07
1410	1.07
1411	1.10
1412	1.07
1413	1.07
1414	1.07
1415	1.10
1416	1.07
1417	1.07
1419	1.10
1421	1.40
1423	1.07
1425	1.10
1427	1.07
1429	1.10

*\*The capital letter "E" behind a Unit Number designates the Unit as an Employee Housing Unit subject to the restrictions set forth in Paragraph 2.5 of the Declaration and Town of Vail Ordinance No. 10, Series of 1997.*



EXHIBIT "B" (Cont'd)  
 TO  
 THE FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
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<u>UNIT NUMBER*</u>	<u>PERCENTAGE INTEREST IN THE COMMON ELEMENTS</u>
1501	1.07
1502	1.07
1503	1.07
1504	1.07
1505	1.07
1506	1.07
1507	1.07
1508	1.07
1509	1.07
1510	1.07
1511	1.07
1512	1.07
1513	1.07
1514	1.07
1515	1.07
1517	1.07
1519	1.07
1521	1.07
1523	1.07
1525	1.07
1527	1.07
2201	1.10
2202	1.07
2203	1.10
2204	1.07
2205E	.73
2206	1.07
2207E	.60
2208	1.25
2301	1.07
2302	1.07
2303	1.07
2304	1.07
2305	1.07
2306	1.07
2307	1.07
2308	1.07
2309	1.07
2310	1.07
2311	1.07
2313	1.07

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**EXHIBIT "B"**  
**TO**  
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<u>UNIT NUMBER*</u>	<u>PERCENTAGE INTEREST IN THE COMMON ELEMENTS</u>
2315	1.07
2317	1.07
2401E	.60
2402E	.60
2501	1.07
2502	1.07
2503	1.07
2504	1.07
2505	1.07
2506	1.07
2507	1.07
2508	1.07
2509	1.07
2511	1.07

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EXHIBIT "C"  
TO THE FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SIMBA RUN CONDOMINIUM ASSOCIATION

<u>UNIT NUMBER*</u>	<u>PERCENTAGE OF RESPONSIBILITY INTEREST</u>
1102	1.07
1104	1.07
1106	1.15
1200	1.25
1202	1.25
1201F	.60
1204	1.25
1205	1.10
1206	1.07
1207	1.07
1208	1.07
1209	1.15
1210	1.07
1212	1.07
1214	1.07
1300	1.30
1401	1.07
1402	1.07
1403	1.10
1404	1.07
1405	1.07
1406	1.07
1407	1.00
1408	1.07
1409	1.07
1410	1.07
1411	1.10
1412	1.07
1413	1.07
1414	1.07
1415	1.10
1416	1.07
1417	1.07
1419	1.10
1421	1.40
1423	1.07
1425	1.10
1427	1.07
1429	1.10

*\*The capital letter "F" behind a Unit Number designates the Unit as an Employee Housing Unit subject to the restrictions set forth in Paragraph 2.5 of the Declaration and Town of Vail Ordinance No. 10, Series of 1997.*



EXHIBIT "C" (Cont'd)  
 TO FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS FOR SIMBA RUN CONDOMINIUM ASSOCIATION

<u>UNIT NUMBER*</u>	<u>PERCENTAGE OF RESPONSIBILITY INTEREST</u>
1501	1.07
1502	1.07
1503	1.07
1504	1.07
1505	1.07
1506	1.07
1507	1.07
1508	1.07
1509	1.07
1510	1.07
1511	1.07
1512	1.07
1513	1.07
1514	1.07
1515	1.07
1517	1.07
1519	1.07
1521	1.07
1523	1.07
1525	1.07
1527	1.07
2201	1.10
2202	1.07
2203	1.10
2204	1.07
2205E	.73
2206	1.07
2207E	.60
2208	1.25
2301	1.07
2302	1.07
2303	1.07
2304	1.07
2305	1.07
2306	1.07
2307	1.07
2308	1.07
2309	1.07
2310	1.07
2311	1.07
2313	1.07
2315	1.07

*\*The capital letter "E" behind a Unit Number designates the Unit as an Employee Housing Unit subject to the restrictions set forth in Paragraph 2.5 of the Declaration and Town of Vail Ordinance No. 10, Series of 1997.*

EXHIBIT "C" (Cont'd)  
TO FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
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<u>UNIT NUMBER*</u>	<u>PERCENTAGE OF RESPONSIBILITY INTEREST</u>
2317	1.07
2401E	.60
2402E	.60
2501	1.07
2502	1.07
2503	1.07
2504	1.07
2505	1.07
2506	1.07
2507	1.07
2508	1.07
2509	1.07
2511	1.07

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