

FIRST AMENDMENT TO CONDOMINIUM DECLARATIONS FOR  
GARDEN PARK CONDOMINIUMS

J.D. COLLINS CONSTRUCTION, INC., a Colorado corporation, (the "Declarant"), executes this First Amendment to Condominium Declarations for Garden Park Condominiums.

RECITALS

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A. Declarant executed and caused to be recorded Condominium Declarations for Garden Park Condominiums on December 8, 1994, at Film 2024, Reception No. 01483726, at the office of the clerk and recorder, Boulder County, Colorado;

B. Declarant desires to Amend the Condominium Declarations as provided in this First Amendment.

NOW THEREFORE, Declarant desires to subject the property now known as Garden Park Condominiums to the additional terms and conditions contained in this Amendment:

1. MORTGAGEE'S RIGHTS:

Section 1. Notice to Mortgagee. Each holder of a first deed of trust on any unit shall, upon written request by such holder to the Garden Park Homeowners' Association (the "Association"), receive any of the following:

a) Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under the Declaration by the Association to the Owner of the unit covered by the deed of trust;

b) Any audited or unaudited financial statements of the Association within 90 days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners subject to the limitation that the Association shall not be required to provide an audited financial statement to any owner or mortgagee;

c) Copies of notices of meetings of the Owners and the right to be represented at any such meeting by designated representative;

d) Notice of the decision of the Owners or the Association to make any material amendment to the Declaration, the bylaws or Articles of Incorporation of the Association;

e) Notice of any substantial damage to or destruction of any building or unit, or any part of the Common Area;

f) Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area or any Unit with the condominium project;

g) Notice of any default of the holder's Owner which is not cured by the Owner with 30 days after the giving of notice by the Association to the Owner of the existence of the default;

h) The right to examine the books and records of the Association at any reasonable time;

i) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 2. Rights and Limitations of the First Mortgagees to Pay Assessments, etc.

a) Any holder of a first deed of trust of a unit within the condominium project may jointly or severally pay any tax or other charge which is in default and which may become a charge or a lien against any common property of the Association, and any holder of a first deed of trust may jointly or severally pay any overdue premium on hazard insurance policies or secure new hazard insurance coverage on the lapse of any such policy, or any blanket insurance policy for any unit, and any holder of a first deed of trust shall be entitled to immediate reimbursement therefor from the Association.

b) In the event that the holder of a deed of trust takes title to any unit through foreclosure or through other remedies contained in the deed of trust (including a deed in lieu of foreclosure), the holder will not be liable for more than six months' worth of delinquent Association dues and assessments at the time the holder takes title.

Section 3. Rights of Mortgagee in the Event of Condemnation.

In the event proceedings are initiated by any government or agency, thereof, seeking to take by eminent domain the Common Area, any part thereof or any interest therein, any improvement thereon, or any interest therein, with a value (including loss of value to the balance of the Common Area and improvements thereof) as reasonably determined by the Association in excess of \$10,000.00, the Association shall give prompt notice thereof, including a description of the part of or interest in the Common Area or improvement thereon sought to be so condemned, to all first mortgage holders, members of the association and the Declarant. The Association shall have full power and authority to defend in the proceedings, but the Association shall not enter into proceedings, pursuant to which the Common Area or any part thereof or any interest therein, or any improvement thereon or any part thereof or interest therein is relinquished without giving all holders of first mortgages, members and Declarant at least 15 days prior written notice.

In the event following such proceedings, there is such a taking in condemnation or by eminent domain of a part or all of the Common Area, the award made for such taking shall be payable to the Association, subject to the rights of all holders of first

mortgages. If seventy-five percent (75%) or more of the Owners approve the repair and restoration of the remainder of the Common Area, the Association shall arrange for the same and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of the Owners do not duly and promptly approve the repair and restoration of the remainder of the Common Area, the Association shall disburse the net proceeds of such award to the Owners, the Owner of each unit receiving one (1) equal share for each unit owned; provided that the Association shall first pay out of the share of each owner the amount of any unpaid liens or encumbrances on the Lot in order of the priority of such liens or encumbrances. No provision of the Declaration or amendment or other document relating to the condominium project shall be deemed to give an Owner or any other party priority over the rights of a holder of a first mortgage or seller or holder of any installment contract for the sale of real estate on such Owner's unit in the case of a distribution to an Owner of a condemnation award for losses to or taking of Common areas, or both.

2. Added to Section 1(J) shall be the additional terms:

**COMMON EXPENSES:** The Association shall prepare a budget for Common Expenses, as more fully provided in Paragraph 19 of the Declaration. Such budget shall be prepared and updated on a regular basis and be provided to the Owners. The total budgeted Common Expenses shall be divided by the number of declared (which shall be defined as the number of completed, finished units and regardless of the value of each unit or square footage) and the Owner, including the Declarant, of each declared unit shall pay a proportionate share of the total budgeted Common Expenses. [By way of example only, if the total budgeted Common Expenses is \$1,200.00 and the total declared, completed and finished units are 12, each unit owner, including the Declarant, would pay \$100.00 per unit. Any declared units which have not been sold by the Declarant would be considered to be units owned by the Declarant.]

DECLARANT: J.D. COLLINS CONSTRUCTION, INC.

By: [Signature]  
J.D. COLLINS, President

Attest: [Signature]  
Secretary

STATE OF COLORADO )  
LEIPS )  
BOULDER ) ss  
NOTARY PUBLIC  
Commission Expires: May 19, 1998

Subscribed and sworn before me this 18<sup>th</sup> day of February, 1998, J.D. Collins, president of J.D. Collins Construction, Inc.

[Signature]  
Notary Public