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**SECOND AMENDMENT
TO THE
CONDOMINIUM DECLARATION FOR
HI-COUNTRY HAUS NO. 16 CONDOMINIUM APARTMENTS**

THIS AMENDMENT is made this 21st day of August 1998.

RECITALS

A. The Declarant, Hi-Country Haus, Inc., recorded a Condominium Declaration for Hi-Country Haus No. 16 Condominium Apartments on September 10, 1974 at Book 211, Page 88 in the real property records of Grand County, Colorado ("Declaration").

B. The PI Condominium Association ("Association") is responsible for preserving, protecting and enhancing the value of the units and common elements owned by the owners of Building 16, including the repair, replacement and improvements of the building, landscaping and other common elements.

C. Portions of the Declaration expressly give certain management rights and certain other express rights directly to Colorado Management Company ("C.M.C.").

D. Paragraph 20 of the Declaration permits 65% or more of the owners of the general common elements, with the consent of 85% of the mortgage holders, to amend provisions of the Declaration relating to property management and services.

E. The owners within Hi-Country Haus No. 16 Condominium Apartments wish to amend the provisions of the Declaration that expressly provide rights directly to C.M.C., which express rights currently include and relate to property management and services which the Declaration requires to be provided by C.M.C. The owners also wish to amend the provisions that pertain to the right of first refusal.

F. It is the intent of the owners within Hi-Country Haus No. 16 Condominium Apartments that the one-year limitation to the challenge of amendments to declarations set forth in the Colorado Common Interest Ownership Act, *C.R.S. §38-33.3-101 et seq.*, be applicable to this amendment.

80.2 G. The undersigned, being the President and Secretary of the Association, hereby certify that 80.2 % of the owners of general common elements within Hi-Country Haus No. 16 Condominium Apartments and 90 % of the mortgage holders have approved in writing this Second Amendment as required under Paragraph 20 of the Declarations and that the instruments signed by these owners, along with the recorded copy of this Second Amendment is to be kept in the Association's corporate records.

NOW THEREFORE,

1. Amendments. The Declaration is hereby amended, pursuant to the amendment provisions contained in Paragraph 20 as follows:

(a) Repeal and Deletion. Paragraph 1 (o) is hereby repealed in its entirety.

(b) Repeal and Deletion. Paragraph 20 is hereby amended by

deleting the following:

...and 85% of all mortgage holders,

(c) Repeal and Deletion. Paragraph 21(b) is hereby amended by deleting the following:

Further, the owners and interval estateholders of condominium units and the Association shall be obligated to pay, and do hereby confer upon Condominium Management Company, Inc., a Colorado corporation, its successors and assigns the right to do and perform or cause to be performed the following: (1) trash and garbage removal; (2) road and parking lot maintenance; (3) snow and debris removal from roads and paths; (4) caretaker and security guard services. Condominium Management Company shall impose its reasonable charges and assessments for the foregoing services, referred to as common area "Property Management Expenses," with the assessment based upon the above services required throughout the entire development area, and charge also includes the cost of the management company's charges for administration, accounting, billing, overhead and reasonable profit related to these specific area services.

And,

...those "Property Management" expenses billed by Condominium Management Company,

And,

... Condominium Management Company,

- (d) Repeal and Deletion. Paragraph 22 is hereby amended by deleting the following:

...,and Condominium Management Company

- (e) Repeal and Amendment. Paragraph 24 is hereby repealed in its entirety and the following Paragraph 24 is substituted:

24. All sums assessed but unpaid for the share of common expenses chargeable to any condominium unit, and all sums assessed against any condominium unit but unpaid for any share of recreational expenses set forth in paragraph 21 above, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances, except only for:

- (a) Tax and special assessment liens on the unit in favor of any assessing unit having priority over a lien by virtue of statutory right; and
- (b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

To evidence such lien, the Association or any officer or director of the Board of Directors, may, but shall not be required to prepare and execute a written notice setting forth the amount of such unpaid indebtedness, the name of the owner of the condominium unit and a description of the condominium unit. Such notice may be recorded in the office of the Clerk and Recorder of Grand County, Colorado. Such lien for the common expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice of claim thereof. In any such foreclosure the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The owner shall also be required to pay to the Association continuing monthly assessment for the condominium unit during the period of foreclosure, and the Association shall have the power to bid on the condominium unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The amount of the common expense assessed against each condominium unit shall also be a debt of the owner thereof at the assessment is made. Suit recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.



An encumbrancer holding a lien on a condominium unit may pay any unpaid common expense payable with respect to such unit, and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same priority as the lien of his encumbrance.

(f) Repeal and Amendment. Paragraph 27 is hereby repealed in its entirety and the following Paragraph 27 is substituted:

Except as is otherwise provided in paragraph 28, and except upon a transfer of title to a Public Trustee or a mortgagee, each grantor of a condominium unit, upon transferring or conveying interest, shall incorporate in such instrument of conveyance a statement therein which provides that the grantee takes subject to the provisions of this Declaration.

(g) Repeal and Amendment. Paragraph 28 is hereby repealed in its entirety and the following Paragraph 28 is substituted:

The right of any and all present and future owners and interval estateholders of condominium units either themselves or through a renting or leasing effected by a real estate broker, other service organization, or by any means is expressly confirmed.

(h) Repeal and Amendment. Paragraph 29 is hereby repealed in its entirety and the following Paragraph 29 is substituted:

Upon completion of a transfer of ownership from an owner and/or estateholder a fee, not to exceed One Hundred Dollars, will be paid to the Association for expenses associated with updating Association records. This fee will be set by the Association Board of Managers no later than the end of the month of November and will then be enforced for the following calendar year.

(i) Repeal and Amendment. Paragraph 32 is hereby repealed in its entirety and the following Paragraph 32 is substituted:

Each owner and/or interval estateholder shall register their mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an owner and/or interval estateholder shall be sent by either registered or certified mail, postage prepaid, addressed in the name of such party at such registered mailing address. All notices, demands or other



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notices intended to be served upon the Board of Managers of the Association or the Association shall be sent by certified mail, postage prepaid, to the Board of Managers, PI Condo Association, c/o the Secretary of the Board.

2. No Other Amendments. Except as amended by the terms of this Amendment and previous Amendments, the Declaration shall remain in full force and effect.

3. Conflict. In the event of a conflict between the provisions of this Second Amendment to the Condominium Declaration for Hi-Country Haus No. 16 Condominium Apartments and the Condominium Declaration for Hi-Country Haus No. 16 Condominium Apartments, the provisions of this amendment shall control. It is the intent of the owners and the Association that this amendment be broadly construed.

