

**FIRST AMENDMENT TO  
CONDOMINIUM DECLARATION  
OF SOUTHRIDGE CONDOMINIUMS**

This First Amendment to the Condominium Declaration for Southridge Condominiums (“Amendment”) is made and effective as of this 2<sup>nd</sup> day of November, 2020.

**RECITALS**

WHEREAS, Southridge Estates, Inc., as the Declarant, caused to be recorded on January 10, 1983, at Reception No. 1312903, in the public records of Mesa County, Colorado, a Condominium Declaration for Southridge Condominiums (the “Declaration”);

WHEREAS, on September 25, 2020, Phenomenal Properties LLC purchased from Southridge Partners, LLC, all of the property and units that make up the subdivision;

WHEREAS, as the owner of one hundred percent (100%) of the property and units in the subdivision, and pursuant to Section 19 of the Declaration and C.R.S. § 38-33.3-217(1)(a)(I), Phenomenal Properties, LLC wishes to make certain amendments to the Declaration to clarify that although the main parking lot area shall remain a general common element to be shared by the entire community, the roof and exterior of all buildings and the adjoining sidewalks shall be considered limited common elements, and therefore become the sole responsibility of the owner(s) of that building; and

WHEREAS, Phenomenal Properties, LLC wishes to make certain further amendments to the Declaration to clarify that charges for water and sewer shall be general expenses of the Association, and therefore able to be passed on to all of the unit owners equally via general assessments.

NOW THEREFORE, the Declaration is hereby amended to include the following language as replacements for subsections (c - General Common Elements), (d - Limited Common Elements), and (h - Common Expenses) of Provision 1 (Definitions); Provision 14 (Maintenance, Repair, and Emergencies); Provision 15 (Owners’ Maintenance Responsibility of Unit); and Provision 17 (Extent of Ownership for Maintenance Purposes);

1. Definitions.

(c) “General common elements” means and includes:

- (1) Lot 9, Block 8, Southridge Subdivision, plus any expansion thereof pursuant to Section 26;
- (2) The communal walkways, promenades, parking area and street, but specifically excluding any covered entryways, sidewalks, or walkways into a particular building;
- (3) The installations consisting of the equipment and materials making up the central services such as cold water and sewer, and in general, all apparatus and installations existing for common use;
- (4) Recreational facilities including all amenities provided for common use, including swings, slides and pool; and
- (5) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

(d) “Limited common elements” means and includes a portion of the common elements set aside and reserved for the exclusive use of one or more but less than all owners of units in the Association. The limited common elements are: (1) The foundations, columns, girders, beams, supports, as well as perimeter and supporting walls of all buildings; (2) building exteriors including, but not limited to, building roofs, siding, and any exterior walls, fences, or partitions separating unit patios, balconies, yards, or gardens; (3) covered entryways, sidewalks, or walkways around or into the respective buildings; and (4) yards and gardens within ten feet of the respective buildings (or to a point halfway between buildings, whichever distance is less), the use of which is limited to the owners, guests and invitees of owners of units within the particular building.

- (h) "Common expenses" means and includes:
- (1) All sums lawfully assessed against the unit owners by the Board of Directors for the benefit of the general common elements, including domestic or irrigation water charges and sewer charges;
  - (2) All sums lawfully assessed against the applicable unit owners by the Board of Directors for the benefit of the limited common elements, which charges shall be assessed only to those owners appurtenant to the limited common elements;
  - (3) Expenses of administration and management, maintenance, repair or replacement of the general common elements;
  - (4) Expenses declared common expenses by provisions of this Declaration and the By-Laws; and
  - (5) Expenses agreed upon as common expenses by the unit owners.

14. Maintenance, Repair, and Emergencies. The Association shall have the obligation, to be exercised by the Board of Directors, to perform necessary maintenance, repair or replacement of any of the general common elements, and to make emergency repairs to the units or general common elements necessary to prevent damage to the general common elements or to any other unit or units. The expenses for maintenance, repair or replacement of general common elements shall be considered a common expense of all the owners in the subdivision.

The Association shall also have the obligation, to be exercised by the Board of Directors, to perform necessary maintenance, repair or replacement of any of the limited common elements, and to make emergency repairs to the limited common elements necessary to prevent damage to any other unit or units, where such necessary maintenance, repair or replacement is not completed by the owners themselves. The expenses for maintenance, repair or replacement of limited common elements shall be considered an expense of those

owners appurtenant to the limited common elements, and collectable through a special assessment.

The Association shall have the irrevocable right, to be exercised by the Board of Directors of the Association, to have reasonable access to each unit from time to time as may be necessary for the performance of its maintenance and repair obligations as described herein.

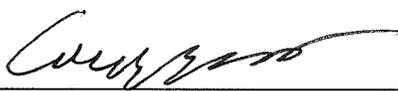
15. Owners' Maintenance Responsibility of Unit and Agreement to Pay Certain Utility Expenses. An owner shall maintain and keep in repair the interior of his/her own unit and the patio or balcony appurtenant thereto including the fixtures therein. All fixtures and equipment installed within the unit, commencing at a point where the utility lines, pipes, wires, conduits or other systems (hereafter referred to as "utilities") enter the unit, shall be maintained and kept in repair by the owner thereof. An owner shall also be responsible for paying the individually-metered costs associated with gas and electric utilities for their unit.

17. Extent of Ownership for Maintenance Purposes. An individual unit owner shall not be deemed to own the undecorated and/or unfinished surfaces of the outside perimeter walls (or the supporting members of such walls), floors and ceilings surrounding his respective unit, nor shall such owner be deemed to own the utilities running through his unit which are utilized for, or serve more than one unit, except as a tenant in common with the other owners. Rather, such undecorated and/or unfinished surfaces of the outside perimeter walls (or the supporting members of such walls), floors and ceilings surrounding his respective unit, shall be considered part of the "limited common elements" of such particular building. A unit owner, however, shall be deemed to own and shall maintain the interior decorated and/or finished surfaces of the perimeter walls, floor and ceilings, doors and windows and other elements consisting of paint, wallpaper and other interior finishing materials and the interior non-supporting walls contained within the unit.

Except as specifically amended above, all provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Phenomenal Properties LLC, as the owner of one hundred (100%) of the property and units within the subdivision, has caused this First Amendment to the Condominium Declaration for Southridge Condominiums to be duly executed as of the day and year first above written.

PHENOMENAL PROPERTIES LLC

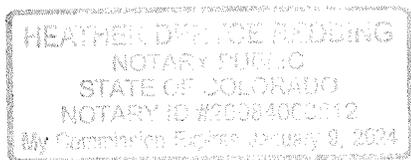
By:   
Corey Bendetti, Member/Manager

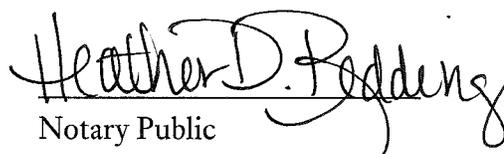
STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 3rd day of November, 2020, by Corey Bendetti, Member/Manager of Phenomenal Properties LLC.

Witness my hand and official seal.

My commission expires: 1-9-2024



  
Notary Public