

FIRST AMENDMENT TO AMENDED CONDOMINIUM DECLARATION -

3001 CONDOMINIUM

This document amends that certain document captioned Amended Condominium Declaration - 3001 Condominium dated November 4, 1968, recorded in Book 928, Pages 895-926, of the records of Mesa County, Colorado.

The real property described in Section 1.1 as "Cagle-Corn Unimproved Property" is presently owned by Wallace Corn and shall be divided into two portions, for reference purposes herein, as follows:

Beginning at a point in the east line of Section 2, T1S, R1W, Ute Mer. a distance of 985.7 feet N 0°01' E of the southeast corner of Section 2, thence S 89°47' W a distance of 105.0 feet, thence N 0°01' E a distance of 146.7 feet, thence S 89°47' W a distance of 273.5 feet, thence N 0°01' E a distance of 186.6 feet, thence N 89°47' E a distance of 378.5 feet, thence S 0°01' W a distance of 333.3 feet to point of beginning, except the east 40 feet thereof,

herein sometimes referred to as "First Addition to 3001 Condominium;

Commencing at a point in the east line of Section 2, T1S, R1W, Ute Mer. a distance of 985.7 feet N 0°01' E of the southeast corner of Section 2, thence S 89°47' W a distance of 105.0 feet to the point of beginning, thence N 0°01' E a distance of 146.7 feet, thence S 89°47' W a distance of 273.5 feet, thence S 0°01' W a distance of 146.7 feet, thence N 89°47' E a distance of 273.5 feet to the point of beginning,

herein sometimes referred to as "Recreation Area."

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Section 2.6 is hereby amended to read as follows:

Section 2.6 Condominium Unit. "Condominium Unit" means a Unit together with an undivided 1/11 interest in the Common Elements.

Section 5.2 is hereby amended to read as follows:

Section 5.2 Limited Common Elements. A portion of the Common Elements are set aside and reserved for the exclusive use of and by the individual Owners, such areas and items being the Limited Common Elements, as follows:

- (a) The automobile parking spaces (in carports);
- (b) Each patio area adjoining a Unit and associated therewith;
- (c) The individual air-conditioning plant and heating plant affixed to each Unit;
- (d) The area lying North of Unit 1 and South of the North boundary of Initial Property, as shown on the Condominium Map; and
- (e) Each area lying East which adjoins Units numbered 1 through 6, inclusive, and Unit numbered 11, each area lying South which adjoins Units numbered 7 through 11, inclusive, and the area lying West which adjoins Unit numbered 7, as shown on the Condominium Maps.

The parking space, patio area and area adjoining a Unit bearing the same numbers on the Condominium Maps as a Unit shall, without further reference, be associated and used with such Unit, to the exclusion of the use thereof by the other Owners, except by invitation. The property referred to immediately above in sub-paragraph (d) shall bear the number 1 and, without further reference, be associated and used with such Unit to the exclusion of

the use thereof by the other Owners, except by invitation. An individual Unit Owner shall have and be responsible for, and bear all expenses associated with, the exclusive management, control, operation, maintenance, repair and improvement of the parking spaces, patio area, air-conditioning plant and heating plant associated and used with his Unit. The Owner of Unit No. 1 shall have and be responsible for, and bear all expenses associated with, the exclusive management, control, operation, maintenance, repair and improvement of the property referred to immediately above in sub-paragraph (d). The maintenance, repair and improvement of the area referred to immediately above in sub-paragraph (e) shall be the sole responsibility of the Association, referred to hereafter, and the expenses associated therewith shall be considered as expenses of maintenance, repair and improvement of General Common Elements for which annual assessments are made under ARTICLE X.

The second paragraph of Section 6.2 is hereby amended to read as follows:

Condominium Unit \_\_\_ as shown on the Condominium Maps for 3001 Condominium appearing in the records of the County Clerk and Recorder of Mesa County, Colorado, Reception No. 963759 and Reception No. 1005736, and as defined and described in that Declaration, Amended Declaration and First Amendment to Amended Condominium Declaration - 3001 Condominium appearing in such records at Book 922, Pages 137-38, Book 928, Pages 895-926, and Book \_\_\_\_\_, Pages \_\_\_\_\_.

There shall be added to ARTICLE VI the following:

Section 6.3 In consideration of the covenants and conveyances herein contained, and other valuable considerations, the undersigned SELL and CONVEY unto the following named persons the following described real property with all its appurtenances and WARRANT TITLE to same:

FIRST ADDITION TO 3001 CONDOMINIUM

1. Wallace Corn, Grantor, hereby conveys the follow-

ing Condominium Units as shown on the Condominium Maps for 3001 Condominium appearing in the records of the County Clerk and Recorder of Mesa County, Colorado, Reception No. 963759 and Reception No. 1005736, and as defined and described in that Declaration and Amended Declaration appearing in such records at Book 922, Pages 137-38, and Book 928, Pages 895-926, and this First Amendment to Amended Condominium Declaration - 3001 Condominium to the following Grantees:

<u>Grantees</u>	<u>Property Description</u>
Reed C. Miller and M. Jane Miller, Joint Tenants	Condominium Unit 7
Sterling Smith	Condominium Unit 8
Bernice Marie Prinster	Condominium Unit 9
Blanche Munro	Condominium Unit 10
Harvey M. Tupper and Barbara G. Tupper, Joint Tenants	Condominium Unit 11

2.

<u>Grantor</u>	<u>Grantee</u>	<u>Property Description</u>
Wallace Corn	Jack R. Cagle	An undivided 1/11 of the Common Elements of First Addition to 3001 Condominium
Wallace Corn	Linda Thomas	An undivided 1/11 of the Common Elements of First Addition to 3001 Condominium

<u>Grantor</u>	<u>Grantee</u>	<u>Property Description</u>
Wallace Corn	Emmett Elizondo and Maria M. Elizondo, Joint Tenants	An undivided 1/11 of the Common Elements of First Addition to 3001 Condominium
Wallace Corn	Cloy R. Brown and Evelyn B. Brown, Joint Tenants	An undivided 1/11 of the Common Elements of First Addition to 3001 Condominium
Wallace Corn	D. G. Son and Mabel B. Son, Joint Tenants	An undivided 1/11 of the Common Elements of First Addition to 3001 Condominium
Wallace Corn	Muriel M. Corn	An undivided 1/11 of the Common Elements of First Addition to 3001 Condominium

RECREATION AREA

<u>Grantor</u>	<u>Grantee</u>	<u>Property Description</u>
Wallace Corn	Jack R. Cagle	An undivided 1/11 of the Recreation Area
Wallace Corn	Linda Thomas	An undivided 1/11 of the Recreation Area
Wallace Corn	Emmett Elizondo and Maria M. Elizondo, Joint Tenants	An undivided 1/11 of the Recreation Area
Wallace Corn	Cloy R. Brown and Evelyn B. Brown, Joint Tenants	An undivided 1/11 of the Recreation Area
Wallace Corn	D. G. Son and Mabel B. Son, Joint Tenants	An undivided 1/11 of the Recreation Area
Wallace Corn	Muriel M. Corn	An undivided 1/11 of the Recreation Area

<u>Grantor</u>	<u>Grantee</u>	<u>Property Description</u>
Wallace Corn	Reed C. Miller and M. Jane Miller, Joint Tenants	An undivided 1/11 of the Recreation Area
Wallace Corn	Sterling Smith	An undivided 1/11 of the Recreation Area
Wallace Corn	Bernice Marie Prinster	An undivided 1/11 of the Recreation Area
Wallace Corn	Blanche Munro	An undivided 1/11 of the Recreation Area
Wallace Corn	Harvey M. Tupper and Barbara G. Tupper, Joint Tenants	An undivided 1/11 of the Recreation Area

INITIAL PROPERTY AND CAGLE-CORN IMPROVED PROPERTY

<u>Grantor</u>	<u>Grantee</u>	<u>Property Description</u>
1.A. Linda Thomas, Emmett Elizondo, Maria M. Elizondo Cloy R. Brown, Evelyn B. Brown, D. G. Son, Mabel B. Son and Muriel M. Corn	Jack R. Cagle	An undivided 7/198 of the Common Elements of the Initial Property
B. Jack R. Cagle and Wallace Corn	Jack R. Cagle	An undivided 7/198 of the Cagle-Corn Improved Property
2.A. Jack R. Cagle, Emmett Elizondo, Maria M. Elizondo, Cloy R. Brown, Evelyn B. Brown, D. G. Son, Mabel B. Son and Muriel M. Corn	Linda Thomas	An undivided 7/198 of the Common Elements of the Initial Property

<u>Grantor</u>	<u>Grantee</u>	<u>Property Description</u>
B. Jack R. Cagle and Wallace Corn	Linda Thomas	An undivided 7/198 of the Cagle-Corn Improved Property
3.A. Jack R. Cagle, Linda Thomas Cloy R. Brown Evelyn B. Brown D. G. Son, Mabel B. Son and Muriel M. Corn	Emmett Elizondo and Maria M. Elizondo, Joint Tenants	An undivided 7/198 of the Common Elements of the Initial Property
B. Jack R. Cagle and Wallace Corn	Emmett Elizondo and Maria M. Elizondo, Joint Tenants	An undivided 7/198 of the Cagle-Corn Improved Property
4.A. Jack R. Cagle, Linda Thomas Emmett Elizondo, Maria M. Elizondo, D. G. Son, Mabel B. Son and Muriel M. Corn	Cloy R. Brown and Evelyn B. Brown, Joint Tenants	An undivided 7/198 of the Common Elements of the Initial Property
B. Jack R. Cagle and Wallace Corn	Cloy R. Brown and Evelyn B. Brown, Joint Tenants	An undivided 7/198 of the Cagle-Corn Improved Property
5.A. Jack R. Cagle, Linda Thomas, Emmett Elizondo, Maria M. Elizondo, Cloy R. Brown, Evelyn B. Brown and Muriel M. Corn	D. G. Son and Mabel B. Son, Joint Tenants	An undivided 7/198 of the Common Elements of the Initial Property
B. Jack R. Cagle and Wallace Corn	D. G. Son and Mabel B. Son, Joint Tenants	An undivided 7/198 of the Cagle-Corn Improved Property

<u>Grantor</u>	<u>Grantee</u>	<u>Property Description</u>
6.A. Jack R. Cagle Linda Thomas, Emmett Elizondo, Maria M. Elizondo, Cloy R. Brown, Evelyn B. Brown, D. G. Son and Mabel B. Son	Muriel M. Corn	An undivided 7/198 of the Common Elements of the Initial Property
B. Jack R. Cagle and Wallace Corn	Muriel M. Corn	An undivided 7/198 of the Cagle-Corn Improved Property
7.A. Jack R. Cagle, Linda Thomas, Emmett Elizondo, Maria M. Elizondo, Cloy R. Brown, Evelyn B. Brown, D. G. Son, Mabel B. Son and Muriel M. Corn	Reed C. Miller and M. Jane Miller, Joint Tenants	An undivided 18/198 of the Common Elements of the Initial Property
B. Jack R. Cagle and Wallace Corn	Reed C. Miller and M. Jane Miller, Joint Tenants	An undivided 18/198 of the Cagle-Corn Improved Property
8.A. Jack R. Cagle, Linda Thomas, Emmett Elizondo, Maria M. Elizondo, Cloy R. Brown, Evelyn B. Brown, D. G. Son, Mabel B. Son and Muriel M. Corn	Sterling Smith	An undivided 18/198 of the Common Elements of the Initial Property
B. Jack R. Cagle and Wallace Corn	Sterling Smith	An undivided 18/198 of the Cagle-Corn Improved Property

<u>Grantor</u>	<u>Grantee</u>	<u>Property Description</u>
9.A. Jack R. Cagle, Linda Thomas, Emmett Elizondo, Maria M. Elizondo, Cloy R. Brown, Evelyn B. Brown, D. G. Son, Mabel B. Son and Muriel M. Corn	Bernice Marie Prinster	An undivided 18/198 of the Common Elements of the Initial Property
B. Jack R. Cagle and Wallace Corn	Bernice Marie Prinster	An undivided 18/198 of the Cagle-Corn Improved Property
10.A. Jack R. Cagle, Linda Thomas, Emmett Elizondo, Maria M. Elizondo, Cloy R. Brown, Evelyn B. Brown, D. G. Son, Mabel B. Son and Muriel M. Corn	Blanche Munro	An undivided 18/198 of the Common Elements of the Initial Property
B. Jack R. Cagle and Wallace Corn	Blanche Munro	An undivided 18/198 of the Cagle-Corn Improved Property
11.A. Jack R. Cagle, Linda Thomas, Emmett Elizondo, Maria M. Elizondo, Cloy R. Brown, Evelyn B. Brown, D. G. Son, Mabel B. Son and Muriel M. Corn	Harvey M. Tupper and Barbara G. Tupper, Joint Tenants	An undivided 18/198 of the Common Elements of the Initial Property
B. Jack R. Cagle and Wallace Corn	Harvey M. Tupper and Barbara G. Tupper, Joint Tenants	An undivided 18/198 of the Cagle-Corn Improved Property

It is the intention of the undersigned that the foregoing conveyances, together with the conveyances heretofore made, result in the ownership of eleven Condominium Units as defined in Section 2.6 hereof in the Project, composed of all of the Initial Property, Cagle-Corn Improved Property and Cagle-Corn Unimproved Property.

The reference in Section 11.2 to "Section 5.3(e)" is hereby changed to "Section 5.2(e)".

The percentage figure of "85%" in Section 14.1 is hereby changed to the fractional figure of "8/11".

The percentage figure of "85%" in Section 15.1 and Section 15.4 is hereby changed to the fractional figure of "9/11". The percentage figure of "15%" in Section 15.3 is hereby changed to the fractional figure of "2/9".

There is hereby added to Section 16.1 the following unnumbered paragraph:

The Association shall have the right to develop the Recreation Area for recreational purposes, including a swimming pool and related facilities, and assess the cost thereof to the Owners as a special assessment pursuant to Section 10.5 hereof upon approval of such development by the Owners representing an aggregate ownership of more than 9/11 of the Units.

There is hereby added to Section 16.2 the following unnumbered paragraph:

If the Association develops the Recreation Area, at the election of the Association, it may file for record in Mesa County, Colorado, a Supplemental Condominium Map showing placement of major improvements thereon.

Section 16.3 is hereby amended to read as follows:

Section 16.3 Expansion of Definitions. In the event of such expansion the definitions used in the Declaration and Amended Declaration automatically

shall be expanded to encompass and refer to the Project as so expanded. All conveyances of Condominium Units after such expansion shall be effective to transfer rights in the Project as expanded by use of the form or description set forth in Article VI hereof.

Section 16.5 and Section 16.6 are hereby deleted.

The percentage figure of "85%" in Section 17.1 is hereby changed to the fractional figure "9/11".

Section 18.2 is hereby deleted.

The undersigned are Owners representing an aggregate Ownership Interest of 85% or more of the Condominium Units as defined in the Amended Condominium Declaration - 3001 Condominium referred to above, as reflected on the real estate records of Mesa County, Colorado, and are the holders of all recorded mortgages covering or affecting any or all of such Condominium Units.

This First Amendment to Amended Condominium Declaration - 3001 Condominium is executed as of the 20th day of May, 1971.

Cloy R. Brown  
Cloy R. Brown

Jack R. Cagle  
Jack R. Cagle

Evelyn B. Brown  
Evelyn B. Brown

Linda Thomas  
Linda Thomas

D. G. Son  
D. G. Son

Emmett Elizondo  
Emmett Elizondo

Mabel B. Son  
Mabel B. Son

Maria M. Elizondo  
Maria M. Elizondo

Wallace Corn  
Wallace Corn

Muriel M. Corn  
Muriel M. Corn



