FIRST AMENDMENT TO THE CONDOMINIUM DECLARATION FOR VINTAGE 70'S, LTD

RECITALS

A. Vintage 70's Ltd is a Condominium Association organized under the Colorado Condominium Act and the Colorado Common Interest Community Act ("CCIOA"). The original Condominium Declaration for Vintage 70's, LTD was recorded in Book 952, Page 564 of the records of the Mesa County Clerk and Recorder on November 18, 1970. Pursuant to the Declaration, the right to amend the Declaration may occur upon approval of at least 66 2/3 % of the Unit Owners and all mortgage holders. All mortgage holders have consented to these changes.

B. The Undersigned desire to modify the Declaration to comply with the changes to CCIOA pursuant to Senate Bill 05-100 and 06-89.

C. The Undersigned, being Owners of at least 67% of the Unit Owners within Vintage 70's, LTD, hereby modify the Declaration by adding the following provisions thereto If any provision of this Amendment to the Condominium Declaration is inconsistent with, or conflicts with the original Declaration, this document shall control. In all other respects, the provisions of the original Declaration shall remain in full force and effect.

38. <u>Membership</u>. Every Owner of a Condominium Unit which is subject to assessment hereunder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Condominium Unit. Each Condominium Unit shall be entitled to one vote and the vote for such Condominium Unit shall be exercised by the Owner or Owners as they determine. If only one of the multiple Owners of a Condominium Unit is present at a meeting of the Association, such Owner is entitled to cast all the votes allocated to that Condominium Unit. If more than one of the multiple Owners are present, the votes allocated to that Condominium Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Condominium Unit without a protest being made promptly to the person presiding over the meeting by any of the other Owners of the Condominium Unit. If there is no majority agreement among the owners of a Condominium Unit, there shall be no vote for such Condominium Unit.

a. Votes for contested positions on the Board shall be taken by secret ballot, and, at the discretion of the Board, or at the request of at least 20% or more of the Owners present in person or by proxy one a quorum is in place, a vote on any other matter shall be by secret ballot. Ballots shall be counted by a neutral third party or by a committee of volunteers or a single owner if only one volunteers. Such volunteers shall be unit owners who are selected or appointed by the Board or other person presiding over that portion of the meeting in a fair and impartial manner. The volunteers shall not be board members and in the case of a contested election, shall not be candidates. The results of the vote shall be reported without reference to names, addresses, or other identifying information of owners participating in such vote. the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove an officer of member of the Board.

b. All regular and special meetings of the Association's Board, or any committee thereof, shall be open to attendance by all members of the Association or their representatives. Agendas for meetings of the Board shall be made reasonably available for examination by all members of the Association of their representatives. Written notice of such meetings shall be made at least three days before such meeting, unless an emergency exists. The Association may provide all notices and agendas required by this article in electronic form, by posting on a web site or otherwise, in addition to printed form. If such electronic means are available, the Association shall provide notice of all regular and special meetings of Owners by electronic mail to all Owners who so request and who furnish the Association with their electronic mail addresses. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four hours before the meeting.

c. Notwithstanding any provision in the Declaration, Bylaws, or other documents to the contrary, all meetings of the Association and Board of Managers are open to every Owner of the Association, or to any person designated by a Owner in writing as the Owner's representative. At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, unit Owners or their designated representative shall be permitted to speak on an issue. The Board may place reasonable time restrictions on those persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue.

d. Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

40. Adoption of Budget.

a. Prior to the annual meeting of Unit Owners, the Board of Managers shall adopt a budget for the upcoming fiscal year. Within thirty (30) days after adoption of any proposed budget for the Association, the Board of Directors shall mail, by ordinary first-class mail, e-mail or otherwise deliver a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than ten (10) nor more than fifty (50) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Unit Owners affirmatively vote to reject the budget, the budget shall be ratified, whether or not a quorum of members is present. In the event that the proposed budget is rejected. the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board. b. The limitations contained in this Section 3 shall not apply to any change in the maximum, actual and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

c. The Association may maintain an adequate reserve fund out of the annual assessments for the repair and replacement of those elements of the Common Areas that must be repaired or replaced on a periodic basis.

41. <u>Escrow for Common Expenses</u>. The Association may enter into an escrow agreement with the Holder of a member's mortgage so that assessments may be combined with the member's mortgage payments and paid at the same time and in the same manner; except that such escrow agreement shall comply with any applicable rules of the Federal Housing Administration, Department of Housing and Urban Development, V.A. or other government agency.

42. Signs and Flags; Other Structures.

a. No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Condominium Unit other than a name plate of the occupant and a street number, and except for a "For Sale" or "For Rent" sign not to exceed five (5) square feet. Temporary signage for birth or anniversary announcements, welcome home, or other similar activities are allowed for a period not to exceed thirty (30) consecutive days. Such signs shall not exceed five (5) square feet.

b. Notwithstanding the foregoing provision, an Owner or Occupant may display the American flag on his or her property, in a window of the Owner's unit, or on a balcony adjoining the Owner's unit if the American flag is displayed in a manner consistent with the Federal Flag Code, Public Law 94-344; 90 Stat. 810; 4 U.S.C. 4 to 10. The Association may adopt reasonable rules regarding the placement, manner of display of the American flag, and the location and size of flags and flagpoles, but shall not prohibit the installation of a flag or flagpole. An Owner or Occupant may display a service flag bearing a star denoting the service of the Owner or Occupant or a member of the Owner's or Occupant's immediate family in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the unit. The maximum dimensions allowed shall be nine inches by sixteen inches.

c. An Owner or Occupant may display a political sign on his or her unit or in a window of the unit; except that no political signs shall be displayed earlier than 45 days before an election and 7 days after an election. One political sign per political office or ballot issue that is contested in a pending election shall be allowed, with the maximum dimensions of such signs being 36 inches by 48 inches. However, to the extent that the foregoing restrictions are more restrictive than any applicable ordinance, rule or regulations of the applicable municipality or Mesa County, the governmental ordinances, rules and/or regulations shall control. If no such regulations exist, the limitations contained herein shall control. As used herein, "Political Sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

43. <u>Emergency Vehicles: Other Vehicles</u>. The parking of an emergency motor vehicle by an Owner of Occupant on a street, driveway, or guest parking area shall be allowed if the vehicle is required to be available at designated periods at the Owner's or Occupant's residence as a condition of the Owner's or Occupant's employment and all of the following criteria are met:

a. The vehicle has a gross vehicle weight rating of ten thousand pounds or

less;

b. The Owner or Occupant is a bona fide member of a volunteer fire department or is employed by primary provider of emergency fire fighting, law enforcement, ambulance or emergency medical services;

c. The vehicle bears an official emblem or other visible designation of the emergency service provider; and

d. Parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other Owners or Occupants to use streets and driveways and guest parking spaces within the subdivision.

e. Unit Owners and Occupants are encouraged to park their personal vehicles in their garages, guest parking areas, or in other areas that will not interfere with the reasonable needs of other Owners and Occupants to use streets and driveways within the subdivision.

44. <u>Public Disclosures by of Association</u>.

a. Upon a request by an Owner, the Association shall provide a written notice stating the name of the Association; the name of the Association's designated agent or management company, if any; a valid physical address and telephone number for both the Association and the designated agent or management company, if any. The notice shall also include the name of the condominium project, the initial date of recording of the Declaration, and the reception number or book and page for the main document that constitutes the Declaration.

b. Within ninety days after the end of each fiscal year hereafter, the Association shall make the following information available to Owners upon reasonable notice:

- (1) the date on which its fiscal year commences;
- (2) its operating budget for the current fiscal year;

(3) a list, by unit type, of the Association's current assessments, including both regular and special assessments;

(4) its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;

(5) the results of its most recent financial audit or review;

(6) a list of all Association insurance policies, including, but not limited to, property, general liability, Association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed.

(7) all the Association's Bylaws, Articles, and Rules and Regulations;

(8) the Minutes of the Board and member meetings for the fiscal year immediately preceding the current annual disclosure; and

(9) the Association's responsible governance policies adopted under C.R.S. 38-33.3-209.5.

c. It is the intent of this section to allow the Association the widest possible latitude in methods and means of disclosure, while requiring that the information be readily available at no cost to Owners at their convenience. Disclosure may be accomplished by any one of the following means: posting on an internet web page with accompanying notice of the web address via first-class mail or e-mail; the maintenance of a literature table or binder at the Association's principal place of business; or mail or personal delivery. The cost of such distribution shall be accounted for as a common expense liability.

- 45. <u>Association Policies</u>. To promote responsible governance, the Association shall:
 - a. Maintain accurate and complete accounting records; and
 - b. Adopt policies, procedures, and Rules and Regulations concerning:
 - (1) collection of unpaid assessments;
 - (2) handling of conflicts of interest involving board members;

- (3) conduct of meetings, which may refer to applicable provisions of the nonprofit code or other recognized rules and principles;
- (4) enforcement of Covenants and Rules, including notice and hearing procedures and the schedule of fines;
- (5) inspection and copying of Association records by Owners;
- (6) investment of reserve funds;
- (7) procedures for the adoption and amendment of policies, procedures, and rules; and
- (8) procedures for addressing disputes arising between the Association and unit Owners.

46. <u>Unit Owner Education</u>. The Association shall provide, or cause to be provided, education to Unit Owners at no cost on at least an annual basis as to the general operations of the Association and the rights and responsibilities of Unit Owners, the Association, and its Board under Colorado Law. The criteria for compliance with this section shall be determined by the Board.

47. Disclosure by Unit Owner Upon Sale of Condominium Unit.

a. Unit Owners may request Association documents relating to a proposed sale of an Owner's unit. The Association shall use its best efforts to accommodate a request by the seller for documents that are within the Association's control, in accordance with C.R.S. § 38-33.3-317.

b. On and after January 1, 2007, every contract for the purchase and sale of a condominium unit shall contain a disclosure statement in **bold**-faced type that is clearly legible and in substantially the following form:

THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BY LAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL

OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN **ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR** A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST **COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION.** PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

- 1. The obligation to provide the disclosure set forth in this section shall be upon the seller, and, in the event of the failure by the seller to provide the written disclosure described in subsection (1) of this section, the purchaser shall have a claim for relief against the seller for actual damages directly and proximately caused by such failure plus court costs. It shall be an affirmative defense to any claim for damages that the purchaser had actual or constructive knowledge of the facts and information required to be disclosed.
- 2. Upon request, the seller shall either provide to the buyer or authorize the Association to provide to the buyer, upon payment of the Association's usual fee pursuant to section 50(a)(3), all of the Association's governing documents and financial documents, as listed in the most recent available version of the Contract to Buy and Sell Real Estate promulgated by the real estate commission as of the date of the contract.

48. <u>Review or Audits</u>. The books and records of the Association shall be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, by an independent and qualified person selected by the Board. Such person need not be a certified public accountant except in the case of an audit. An audit shall be required when the Association has annual revenues or expenditures of at least two hundred fifty thousand dollars; and an audit is requested by the Owners of at least one-third of the units

represented by the Association. Copies of an audit or review shall be made available upon request to any Owner beginning no later than thirty days after its completion.

49. Association Board of Managers Conflicts of Interest.

a. If any contract, decision, or other action taken by or on behalf of the Board would financially benefit any member of the Board or any person who is a parent, grandparent, spouse, child, or sibling of a member of the Board or a parent or spouse of any of those persons, that member of the Board shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting, prior to any discussion or action on that issue. After making such declaration, the member may participate in the discussion but shall not vote on that issue.

b. Any contract entered into in violation of this section is void and unenforceable.

c. This section shall not be construed to invalidate any provision of the Declaration, Bylaws, or other documents that more strictly defines conflicts of interest or contains further limits on the participation of Board members who may have conflicts on interest.

50. Association Records.

a. The Association shall keep financial records sufficiently detailed to enable the Association to comply with C.R.S. §38-33.3-316 (8) concerning statements of unpaid assessments.

(1) The Association shall keep as permanent records minutes of all meetings of Unit Owners and the Board, a records of all actions taken by the Owners or Board by written ballot or written consent in lieu of a meeting, a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and a record of all waivers of notices of meetings of Owners and of the Board or any committee of the Board.

(2) The Association or its agent shall maintain a records of Owners in a form that permits preparation of a list of the names and addresses of all Owners, showing the number of votes each Owner is entitled to vote.

(3) The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. All financial and other records shall be made reasonably available for examination and copying by any Owner and such Owner's authorized agents. The Association may charge a fee, not to exceed the Association's actual cost per page, for copies of Association records, which may be collected in advance. (4) Notwithstanding the provisions contained in section 3, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a unit Owner's interest as unit Owner without consent of the Board. Without limiting the generality of the foregoing, without the consent of the Board, a membership list or any part thereof may not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the unit owners in an election to be held by the Association. Such list may not be used for any commercial purpose or sold to or purchased by any person.

(5) As used in this section, "reasonably available" means available during normal business hours, upon notice of five business days, or at the next regularly scheduled meeting, if such meeting occurs within 30 days after the request, to the extent that the request is made in good faith and for a proper purpose; the request describes with reasonable particularity the records sought and the purpose of the request; and the records are relevant to the purpose of the request.

b. In addition to the records specified herein, the Association shall keep a copy of each of the following records at its principal office:

(1) Its Articles of Incorporation, if it is a corporation, or the corresponding organizational documents if it is another form or entity;

- (2) The Declaration;
- (3) The Covenants;
- (4) Its Bylaws;

(5) Resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of Owners or any class or category of Owners;

(6) The minutes of all Owners' meetings, and records of all action taken by Owners without a meeting, for the past three years;

(7) All written communications within the past three years to Owners generally as Owners;

(8) A list of the names and business or home addresses of its current directors and officers:

(9) Its most recent annual report, if any; and

- (10) All financial audits or reviews conducted pursuant to C.R.S. § 38-33.3-303 (4) (b) during the immediately preceding three years.
- c. This section shall not be construed to affect the right of an Owner to inspect records under corporation statutes governing the inspection of lists of shareholders or members prior to an annual meeting; or if the Owner is in litigation with the Association, to the same extent as any other litigant; or the power of a court, independently of this Article, to compel the production of Association records for examination of proof by an Owner of proper purpose.

d. This section shall not be construed to invalidate any provision of the Declaration, Bylaws, the corporate law under which the Association is organized, or other documents that more broadly defines records of the Association that are subject to inspection and copying by Owners, or that grants Owners freer access to such records, except that the primary protection contained in section (a)(4) shall supersede any such provision.

51. <u>Consent by Holders of Mortgages or Deeds of Trust on Units.</u> Notwithstanding the provisions of Section 19 of the original Declaration, only the holders of first mortgages or deeds of trust conveying or affecting the condominium units must agree to any amendment to the Declaration. If such holders do not provide such consent, the Association may;

- a. Send a dated, written notice and a copy of any proposed amendment by certified mail to each first mortgagee at his most recent address as shown on the recorded deed of trust or recorded assignment thereof; and
- b. Cause the dated notice, together with information on how to obtain a copy of the proposed amendment, to be printed in full at least twice, on separate occasions at least one week apart, in a newspaper of general circulation in the county in which the common interest community is located.
- c. A first mortgagee that does not deliver to the Association a negative response within sixty days after the date of the notice specified in subparagraph (I) of this paragraph (b) shall be deemed to have approved the proposed amendment.
- d. The notification procedure set forth in this paragraph is not mandatory. If the consent of the first mortgagees is obtained without resort to this paragraph, and otherwise in accordance with the declaration, the notice to first mortgagees shall be considered sufficient.

52. <u>Conflict of Provisions</u>. In case of any conflict between this First Amendment to the Declaration, the Declaration, the Articles of Incorporation or Bylaws of the Association, this First Amendment to the Declaration shall control, unless such provision is contrary to law. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control. Any provision that is contrary to law shall be unenforceable and void.

53. <u>Enforcement</u>. In any court action to enforce or defend the provisions of the Declaration, Bylaws, Articles or Rules, the court shall award attorneys fees and costs of collection to the prevailing party.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and year first above written.

Signature Owner Name: Andrew Breckel Arrid. Bohe POA Signature Owner Name; Gustar Carlson POA Signature Owner Name: Mildred Gobbo e J. Pocher Pit Pamela Pearce **H**ignature Owner Name; Pamela Pearce Rozen & Bohen Jara Signature Owner Name: Shirly Gardner Rogenthe Baller POA Signature Owner Name: Gene Lipson Paul Signature

Owner Name: Paula M. Bolen

STATE OF COLORADO)) ss. COUNTY OF MESA)

Bohen Pot Signature Owner Name: Gretchen Burkey, Kozen K. Bahen FOA Signature Owner Name: Sarah L, Kline ro A Black Signature Owner Name: Judy Bergman-Black and Beller for Wodard Signature Owner Name: Shirley Woodard Reserved TB cher & A Signature Owner Name: D. Jeanne Motz2 Rocerk. Dohen 1.84 Signature Owner Name: Pat Withers POA οÔ

Signature Owner Name: Rod Geddes

The foregoing instrument was acknowledged before me this $\underline{\&}$ day of December 2006, by Roger K. Baker as attorney in fact for Andrew Breckel, Gretchen Burkey, Gusta**x** Carlson, Sarah L. Kline, Mildred Gobbo, Judy Bergman-Black, Pamela Pearce, Shirley Woodard, Shirley Gardner, D. Jeanne Motz, Gene-Lipson, Pat Withers, Paula M. Bolen and Rod Geddes.

WITNESS my hand and official seal. My commission expires: 7/17/ 2010 Man R Lu Notary Public

erth. Boher Pot Signature Owner Name: Maureen Bloesma Kore K. Bahar K AG' Signature Owner Name: Dick Pittenger MA **\$**ignature Owner Name Nancy Meininger Routh, Boler Pott lian Signature Owner Name: Harry Williams Signature Owner Name: Dallas Payne Nozent. Bohen POA $\langle \psi \rangle$ -A Signature Owner Name Jane Alsop K. Bohen Signature Owner Name Melba Fulton

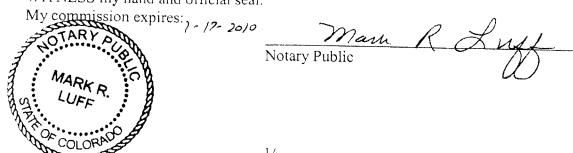
Mi Lou heed gnature Owner Name: Mary Lou Reed POA Signature Owner Name; Marilyn Christenser G Signature Owner Name: Barbara Gale YOA Signature Owner Name; Shirley Kluth POA ·K. >0~ tlad Signature Owner Name; Barbara Kirtland AG Signature Owner Name Mary Anderson POA K. Bohen

Signature Owner Name: Randall Capp

STATE OF COLORADO)) ss. COUNTY OF MESA)

The foregoing instrument was acknowledged before me this \int day of December 2006, by Roger K Baker as attorney in fact for Maureen Bloesma, Mary Lou Reed, Dick Pittenger Marilyn Christensen Nancy Meininger Barbara Gale Harry Williams Shirley Kluth Dallas Payne Barbara Kirtland Jane Alsop Mary Anderson Melba Fulton and Randall Capp

WITNESS my hand and official seal.



Rozent. Bahen POA Signature Owner Name: Barbara Bayne POA H. Bohen Signature Owner Name; John Post POA (> ah Signature Owner Name Robert Ross POA dozent. Boha MCELicon Ticha Signature Owner Name: Richard M. McElroy de Signature Owner Name Roger K Baker

Signature Owner Name

Signature Owner Name Roger K. Bohe POA <u>fre Robert L</u> Our Signature Owner Name: Robert L. Orr (2 UH STS) Rose H. Behn POA <u>for Jack Concon</u> Signature Owner Name: Jon Keenon POA <u>for A</u> Jack Concon Signature Owner Name: Donald L Plein Signature Owner Name: Donald L Plein Hospith Balle POA <u>for Jack Bay</u> he Signature

Owner Name: G. W Bayne

Signature Owner Name;

Signature Owner Name

Signature Owner Name:

STATE OF COLORADO)) ss. COUNTY OF MESA)

The foregoing instrument was acknowledged before me this <u>day</u> day of December 2006, by Roger K Baker as attorney in fact for Barbara Bayne Robert L. Orr Robert Ross John Post Richard R. McElroy Jon Keenon Donald L. Plein and G.W. Bayne

WITNESS my hand and official seal. My commission expires: ۲-۱/۲- م)(مد - ۲-۱/۲)



nam R Notary Public