

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR SPYGLASS TOWNHOMES AT WILDERNEST**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, there was recorded a Declaration of Covenants, Conditions and Restrictions for Spyglass Townhomes at Wilderndest ("Declaration"), on July 24, 1996 under Reception No. 519694, in the records for Summit County, Colorado; and

WHEREAS, pursuant to Article XIII, Section 13.2(A) of the Declaration, not less than fifty-one percent (51%) of the votes possible to be cast under the Declaration consented to the Amendment of the Declaration; and

WHEREAS, pursuant to C.R.S. § 38-33.3-217, more than sixty-seven percent (67%) of the members of the Association and of the first mortgagees of Units in the Spyglass Townhomes at Wilderndest, by written ballot, consented to the Amendment of the Declaration.

NOW, THEREFORE, the Association does hereby declare that the Declaration is hereby amended by the addition of the following:

1. The Declaration for Spyglass Townhomes at Wilderndest shall be amended as follows:

"A. Section 8.4 shall be deleted in its entirety from the Declaration.

B. The following provision shall be added to the Declaration:

Section 8.4 Reserves/Transfer Fee.

(a.) Subject to the terms of Section 8.4(e), upon the transfer of any Lot or interest therein, the Transferee shall pay to the Spyglass Townhomes at Wilderndest Homeowners Association ("Association"), at the time of the transfer, a transfer fee in the amount equal to one percent (1%) of the consideration, inclusive of liens, mortgages and expenses, paid for the transfer of the Lot or the interest therein ("Transfer Fee").

(b.) Each person who obtains an interest in a Lot through a transfer shall be jointly and severally liable for the Transfer Fee.

(c.) Until paid, the Transfer Fee shall constitute a lien on the Lot and shall be collectable in the manner provided in Section 8.10 of the Declaration, the Bylaws and the provisions of the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, *et seq.* ("Act").

(d.) All proceeds realized by the Association from the Transfer Fee shall be held in a reserve account to be used to fund the cost of capital improvement projects in the Spyglass Townhomes and for such other purposes as may be approved by the Executive Board. Provided, however, such funds shall not be deemed to be "surplus funds" within the meaning of C.R.S. §38-33.3-314 and shall not be paid out to the members of the Association.

(e.) The following types of transactions shall be exempt from the obligation to pay a Transfer Fee:

- (i) Any transfer where the consideration is less than \$500.00.
- (ii) Any transfer to the United States or any agency or instrumentality thereof, the State of Colorado, any county, municipality, special district, or other political subdivision.
- (iii) Any gift of real property where no consideration is paid other than love and affection or a charitable donation.
- (iv) Any transfer of title or change in interest by reason of death, pursuant to a will or the laws of descent and distribution.
- (v) Any transfer made pursuant to reorganization, merger or consolidation of any legal entities, or by a subsidiary to a parent entity for no consideration other than cancellation or surrender of the subsidiary's stock, or transfers made to a legal entity if the entity is owned by the persons by whom such transfer was made and there is no consideration other than their respective interests in the new entity, and any transfers from a legal entity to persons by the legal entity if the transfer is to persons who are the owners of the entity, provided there is no consideration for such transfer.
- (vi) Any transfer made pursuant to any plan confirmed or ordered by a court of competent jurisdiction under the Bankruptcy Code or in an equity receivership proceeding.
- (vii) Any transfer made without consideration for the purpose of confirming, correcting, modifying or supplementing a transfer previously recorded; making minor boundary adjustments; removing clouds on titles; or granting rights of way, easements or licenses.

- (viii) Any decree or order of a court of competent jurisdiction quieting, determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding.
- (ix) Any transfer between spouses or former spouses made pursuant to a separation agreement decree of legal separation or dissolution of marriage.
- (x) Any transfer by deed in lieu of foreclosure, provided that:
  - (1.) Such transfer shall be exempt only if the grantee in such deed is the person holding the obligation or instrument which is being canceled, in whole or in part, in exchange for the transfer; and
  - (2.) Such transfer shall be exempt only to the extent of the amount of the obligation which is being canceled in exchange for the transfer.
- (xi) Any transfer by sheriff's deed, trustee's deed or other conveyance pursuant to an execution sale; foreclosure sale by the public trustee under a power of sale, court decree foreclosing a mortgage, deed of trust, or other security instrument; or court decree of lien foreclosure.
- (xii) Any executory contract for the sale of a lot of less than three years' duration under which the vendee is entitled to or does take possession thereof without acquiring title thereto or any assignment or cancellation of any such contract; provided that the Transfer Fee shall be paid when the vendee acquires title to the lot.
- (xiii) Any transfer made by any person to any other person, whether in a single transfer or a series of transactions where the transferor and the transferee are and remain under common ownership and control as determined by the Executive Board, on the condition that no such Transfer or series of transactions shall be exempt, unless the Executive Board finds that such transfer or series of transactions (a) is for no consideration, other than the issuance, cancellation or surrender of stock or other ownership interest in the transferor or the transferee, as appropriate, (b) is not inconsistent with the intent and meaning of this paragraph 8.4(e), and is for a valid business purpose and is not for the purposes of avoiding the obligation to pay the transfer assessment.

(f.) Nothing herein provided shall be deemed to exempt the transfer of the sale of stock, a partnership interest, a membership interest or an interest in common in a corporation, partnership, limited liability company or other entity which is the owner of a Lot if consideration is paid therefore.

(g.) The Executive Board shall be authorized to promulgate rules and regulations for the administration and collection of the Transfer Fee, including, without limitation, requiring transferees to submit documentation substantiating the consideration paid for the transfer of a Lot or an interest therein, and procedures for the Executive Board to resolve disputes concerning the amount of the Transfer Fee due to the Association and for determining the eligibility for an exemption to the Transfer Fee.”

2. Attached hereto as Exhibit A is a Certificate of Amendment of Spyglass Townhomes at Wilderndest, duly executed by the Secretary of the Spyglass at Wilderndest Homeowners Association, Inc.

IN WITNESS WHEREOF, the undersigned certifies that the foregoing amendment was duly adopted by the members and the first mortgagees of Units in the Spyglass Townhomes at Wilderndest.

SPYGLASS TOWNHOMES AT WILDERNEST  
HOMEOWNERS ASSOCIATION, INC.

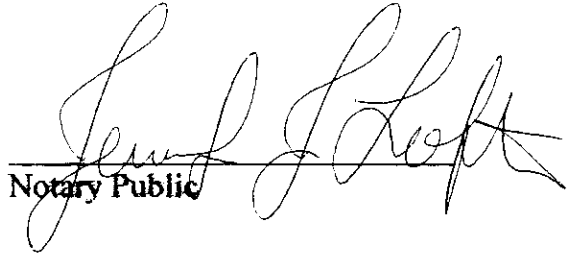
By:   
George Grotewold, President

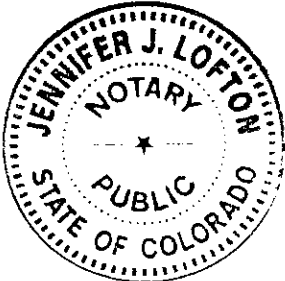
STATE OF COLORADO )  
 ) ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 22 day of JUNE 2007, by George Grotewold as President of the Spyglass Townhomes at Wildernest Homeowners Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: MAY 2, 2009

  
Notary Public



My commission expires:  
May 2, 2009


**EXHIBIT A**

**CERTIFICATE OF AMENDMENT  
OF  
SPYGLASS TOWNHOMES AT WILDERNEST**

THE UNDERSIGNED, Mark Lipman, hereby certifies as follows:

1. That he is the duly elected Secretary of the Spyglass Townhomes at Wilderrest Homeowners Association, Inc. ("Association");
2. Based upon my review of the written records of the Association, the written consent to the foregoing First Amendment to Condominium Declaration of Spyglass Townhomes at Wilderrest was executed by more than sixty-seven (67%) percent of the total possible votes of the Association.
3. Based upon my review of the written records of the Association, the consent of the foregoing First Amendment to Condominium Declaration of Spyglass Townhomes at Wilderrest was obtained pursuant to C.R.S. §38-33.3-217(1)(B), by more than sixty-seven (67%) percent of the First Mortgages of Owners of Units in the Spyglass Townhomes at Wilderrest.
4. I hereby certify that the foregoing First Amendment to Condominium Declaration of Spyglass Townhomes at Wilderrest was duly adopted and approved.

SPYGLASS TOWNHOMES AT WILDERNEST  
HOMEOWNERS ASSOCIATION, INC.

BY:   
Mark Lipman, Secretary

STATE OF COLORADO )  
 ) ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June .  
2007, by Mark Lipman as Secretary of the Spyglass Townhomes at Wilderwest  
Homeowners Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: 10/18/2010

Debra A. Wilkerson  
Notary Public

