

THIRD AMENDMENT TO THE DECLARATION
OF THE NINETEENTH FAIRWAY TOWNHOUSE CONDOMINIUMS

This Third Amendment to the Declaration for the Nineteenth Fairway Townhouse Condominiums, Eagle-Vail, Eagle County, Colorado ("Third Amendment") is executed to be effective as of the 15 day of MARCH, 2021, by all or at least sixty-seven percent (67%) of the Owners (as defined in the Declaration) of record to the properties in the Nineteenth Fairway Townhouse Condominiums, at the time of execution of this Third Amendment being:

Unit:	Owner:
1	Michael J. Brinkworth and Heather P. Brinkworth and Kenneth A. Pomper and Maureen D. Pomper
2	Kleen Mount Properties, LLC, a Colorado Limited Liability Company
3	Randall Shelden, Trustee of Shelden Colorado Trust
4	Marylyn Armstrong, Trustee Under Marylyn Armstrong Declaration of Trust Dated December 16, 1998
5	Joana Ryan Bekerman and Matthew D. Bekerman
6	Brian J. Richardson and Catherine G. Richardson
7	Michael A. Fitz
8	Eric Jesse and Ilana Jesse
9	Leigh Alison Hatfield and Marc Heathcliff Hatfield
10	Chad M. Holleman and Heather A. Holleman
11	Kara Robinson
12	Robroy and Marianne Beard Revocable Trust
13	James David Brown
14	Walter J. Smith and Rita A. Smith and Eileen Mary Gillen and 19th Fairway LLC as their interest may appear
15	Unit 15 Townhouse, LLP
16	Ski-Doc's, a Partnership
17	Gary Fuller and Alexandra J. Fuller
18	Jo Selb and Michael A. Scafuri
19	Ian G. Dunlop and Emily B. Kellogg-Dunlop
20	Biserka Nikezic and Dragan Nikezic
21	John W. Brennan
22	Kimberly Melvin
23	Terry Joe Grove
24	Rochelle Grove
25	Roger Silverstein and Mary Ann Silverstein
26	Roger Silverstein and Mary Ann Silverstein

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Eagle County, CO
Regina O'Brien
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RECITALS

WHEREAS, the Nineteenth Fairway Townhouse Condominiums are governed by that Condominium Declaration recorded on November 26, 1977 at reception number 146599, Book 250, Page 329 (the "Declaration") of the real estate records of Eagle County, Colorado.

WHEREAS, the Declaration was amended by that First Amendment recorded on April 25, 1977 at reception number 150734, Book 254, Page 434 of the real estate records of Eagle County, Colorado (the "First Amendment") and that Second Amendment recorded on September 29, 1977 at reception number 156791, Book 260, Page 444 of the real estate records of Eagle County, Colorado (the "Second Amendment" and together with the First Amendment and Declaration are collectively referred to hereinafter as "The Declaration").

WHEREAS, pursuant to C.R.S. 38-33.3-217, the right to amend the Declaration is reserved for action by sixty-seven percent (67%) of the owners of record, and if any, upon written notice by certified mail to the first mortgage or first deed of trust lienors of record.

WHEREAS, the Owners listed above and those signing hereto, if not all the owners then at least sixty-seven percent thereof are, as of the date of execution of this Third Amendment, owners in fee simple of those condominium units situated in the Nineteenth Fairway Townhouse Condominiums.

WHEREAS, the owners signing hereto, being all or a majority of at least sixty-seven percent (67%) of the owners of the units, pursuant to the Declaration, hereby desire to amend The Declaration by this Third Amendment to amend the provision for amendment of the Declaration at Section 31(b) and to delete the section referring to Recreational Facilities at Section 32.

WHEREAS, the first mortgagors or first deed of trust lienors have all been give the required notice pursuant to C.R.S. 38-33.3-217.

THIRD AMENDMENT

In consideration of the foregoing, the Owners signing hereto hereby amend The Declaration by this Third Amendment as follows:

1. The above stated recitals are true and correct and are incorporated into this Third Amendment as though fully stated at this point.
2. Pursuant to C.R.S. 38-33.3-217, all the Owners or at least sixty-seven percent (67%) thereof hereby amend the Declaration by this Third Amendment.

3. Section 23 of the Declaration is deleted in its entirety and replaced as follows:

23. Lien for Non-Payment of Common Expenses. All sums of any kind assessed by the Association but unpaid for, including without limitation the share of Common Expenses chargeable to any Unit, special assessments, late fees, fines, costs, attorneys fees and the like, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, excepting only:

(a) Tax and special assessment liens on the Unit in favor of any assessing unit, and

(b) All sums unpaid on a First Mortgage (initial purchase funds) of record, including all unpaid obligatory sums as may be provided by such encumbrance.

If any assessment shall remain unpaid after ten (10) days after the due date thereof, the Board of Directors or Managing Agent may impose a late fee on such defaulting Owner of Fifty Dollars, or in such amount as set by the Board of Directors, on such unpaid invoice, together with interest in such amount as set by the Board of Directors, but not in excess of the maximum legal interest rate as allowed by law.

To evidence such lien the Board of Directors or Managing Agent may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice may be signed by a Board member or by the Managing Agent and may be recorded in the office of the Eagle County Clerk & Recorder. Not recording such notice of lien shall not impair any statutory lien as provided by law. Such notice of lien shall attach from the date of the failure of payment of the assessment or other indebtedness. Such lien may be enforced as provided for in any Collection Policy established by the Board, including foreclosure of the defaulting Owner's Unit by the Association in like manner as a mortgage on real property. In any such collection action and/or foreclosure action, the Owner shall be required to pay the costs and expenses of such proceedings, of filing all such notices and all reasonable attorneys fees incurred therein. In addition to all other costs, charges and expenses required to be paid by an Owner, an Owner shall pay to the Association the sums for any recording of such notice(s) of lien. The Association shall further be paid all monthly assessments and other charges assessed during any period of foreclosure, and the Association shall be entitled to the appointment of a Receiver to collect same. The Managing Agent or Board of Directors shall have the power to bid on the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

Any encumbrancer holding a lien upon a Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Unit, and upon such payment together with all accrued late fees, interest, and costs,

such encumbrancer shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

The Association may report to a Mortgagee of a Unit any unpaid assessments remaining unpaid for longer than thirty days after the same are due as well as any other default of an Owner which is not cured within thirty days.

4. Section 31(b) of the Declaration is deleted in its entirety and replaced as follows:

(b) Amendment and Termination: Any provision contained in this Declaration may be amended or additional provisions may be added to this Declaration, or this Declaration and condominium apartment ownership of the Project may be otherwise amended, terminated or revoked, by the recording of a written instrument or instruments specifying the amendment or addition or the fact of termination and revocation, executed by the Owners, as shown by the records in the office of the County Clerk of Eagle County, Colorado, of Units representing an aggregate ownership interest of sixty-seven percent (67%), or more, of the General Common Elements with an affirmative statement that the First Mortgagees have been given the notice required by C.R.S. 38-33.3-217, provided however, that in no event shall the undivided interest of an Owner be decreased without the unanimous consent of each Owner with notice to all First Mortgagee's as required by C.R.S. 38-33.3-217.

5. Section 32 of the Declaration is hereby deleted in its entirety.

EXECUTED on the separate signature pages as appended hereto to be effective as of the date first set forth above.

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