

**FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF**

OXFORD DOWNS ASSOCIATION

RC
26.00

1-5

THIS FIRST AMENDMENT to the Condominium Declaration for Oxford Downs Condominium is made and entered into by the Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the General Common Elements and all of the holders of any recorded mortgage or deed of trust.

RECITALS

WHEREAS, on September 26, 1983, the Condominium Declaration for Oxford Downs Condominium (the "Declaration") was duly recorded at Reception No. 83092749 of the records of the Jefferson County Clerk and Recorder's Office; and

WHEREAS, Article IV currently requires the Association to maintain all limited common elements, and Article XX requires the Association to charge those expenses back to the owner(s) who have the use of those limited common elements, and

WHEREAS, the Board of Directors has determined that it would be in the best interest of the Association to designate which limited common elements will be maintained by the owners and which will be maintained by the Association; and

WHEREAS, the third sentence of Article XX, Section 20.1, of the Declaration provides that:

"Any expense incurred by the Association in maintaining Limited Common Elements should be specially assessed to the Owner or Owners having exclusive use thereof."; and

WHEREAS, the Board of Directors has determined that it would be more equitable if all owners share the cost of maintaining certain Limited Common Elements; and

WHEREAS, the second sentence of Article XX, Section 20.4, of the Declaration provides that:

"The monthly utility bill shall be billed to each Owner by the Association pro rata according to each Owner's percentage interest in and to the General Common Elements."; and

WHEREAS, the Board of Directors determined that it would be more convenient for billing purposes to allow the averaging of the monthly expenses with an adjustment based on

actual expenses annually or upon sale of a unit; and

WHEREAS, Article XVIII does not address responsibility for payment for the amount of the Association's insurance deductible in the event a claim is made; and

WHEREAS, the Board of Directors determined that Owner(s) who cause damage through negligent or willful misconduct, should be responsible for paying insurance deductibles; and

WHEREAS, Article XXVI of the Declaration currently requires the consent of seventy-five percent (75%) of the Owners, and one hundred percent (100%) of the holders of any recorded mortgage or deed of trust covering or affecting any or all Condominium Units; and

WHEREAS the Board of Directors wishes to change the requirement of obtaining the consent of one hundred percent (100%) of mortgagees holding any recorded interest; and

WHEREAS, Exhibit B of the Declaration provides that:

Unit number 101 has a 1.7847% undivided interest in general common elements
and
Unit number 102 has a 1.5170% undivided interest in general common elements,
and

WHEREAS, the Board of Directors wishes to correct the numbers which are transposed;
and

NOW THEREFORE, the Condominium Declaration is hereby amended as follows:

Article IV of the Declaration shall be amended by the deletion of the fourth sentence and by the addition of new paragraphs as follows:

Homeowners shall be responsible for the maintenance and repair of pipes, fixtures, appliances, hoses, zone valves and connecting pipes in their unit or running from their respective unit to the point the pipe joins or connects to a pipe which serves more than one unit. The joint or connection of their pipe shall be the homeowner's responsibility. In the event a leak occurs behind a wall, the Association shall call a plumbing or maintenance service to determine where the leak is located. The party responsible for repair and maintenance of the section of pipe where the leak occurred shall bear the cost of such determination. In the event it is the homeowner's responsibility, the Association may charge such cost back to the homeowner affected. In the event of a dispute concerning who is responsible for damage and repairs due to water leaks, the Board of Directors' decision shall prevail.

Repairs and maintenance caused by sewer backups shall be performed by the Association; however, if it is determined that the blockage or stoppage was located in a pipe serving only one unit, all costs and expenses for such repair or maintenance may be charged back to the owner of the unit where the blockage or stoppage was located.

Homeowners shall be responsible for the cost of repair and maintenance of their stairways, doors, screens, windows, balconies, back porches and front porches, including the lower unit concrete and floor drains on front porches or patios. The Association shall bear the cost of the repairs and charge such costs back to the homeowner affected. 3

The Association shall maintain and repair all exterior porch lights (front and rear), exterior electrical outlets and electrical repair for service to those fixtures, and all the carport repair and replacement.

Article XVIII of the Declaration shall be amended by the addition of a new Section 18.3 as follows:

18.3 Insurance Deductibles.

A. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. Unless otherwise provided in the rules or this Declaration, deductibles shall be charged as a common expense to all owners. In the event an owner or owners cause damage or loss, the Association in its reasonable discretion may assess such owner or owners any deductible paid by the Association for that occurrence. The Association's determination as to the cause of the damage shall be final.

Article XX, Section 20.1, of the Declaration shall be amended by deletion of the second and third sentence and by the addition of the following to the section:

The common expense assessments shall be assessed to each unit in an equal amount (1/53). Any expense incurred by the Association in maintaining Limited Common Elements shall be assessed to all owners in an equal amount (1/53) as a common expense, unless otherwise provided by Article IV. Any expense to the Association for repairs to Limited Common Elements other than normal wear and tear, shall be assessed to the responsible Owner(s).

Article XX, Section 20.4 of the Declaration shall be amended by deletion of the second sentence and by the addition of the following section:

The utility bill shall be billed annually based on an average, adjusted by square footage of the unit. Owners shall pay on a monthly basis. The actual utilities used by the Unit shall be calculated and the difference in the amount will be billed or credited to the Owner's account at the end of the fiscal year or upon sale of the unit.

Article XXII, Section B, of the Declaration shall be amended by addition of the following language to the end of the last sentence: 4

..., except as provided in the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-316, as amended.

Article XXVI of the Declaration shall be amended by deletion of the second sentence and by addition of the following:

This Declaration shall not be amended unless Owners representing an aggregate ownership interest of sixty-seven percent (67%) or more of the General Common Elements and fifty-one percent (51%) of the first mortgagees consent to the proposed amendment. A first mortgagee who fails to deliver or post a negative response to the requesting party within thirty (30) days after a request to approve additions or amendments, shall be deemed to have approved such request. Notwithstanding the foregoing, except as provided in the Article relating to the combination and resubdivision of Units, the percentage of the undivided interest in the General Common Elements appurtenant to each Unit, as expressed in this Declaration, shall have a permanent character and shall not be altered without the consent of all of the Unit Owners expressed in an amended Declaration duly recorded.

Exhibit B of the Declaration shall be amended to read as follows:

Unit number 101 has a 1.5170% undivided interest in general common elements
and
Unit number 102 has a 1.7847% undivided interest in general common elements.

THE UNDERSIGNED hereby certifies that the foregoing First Amendment to the Condominium Declaration for Oxford Downs Condominium was approved and adopted, by separate written instruments, by Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the General Common Elements and all the holders of any recorded mortgage or deed of trust, in accordance with the provisions of Article XXVI, of the Condominium Declaration for Oxford Downs Condominium.

Dated this 19th day of February, 1998

