



FIRST AMENDMENT TO DECLARATION FOR HIGHLAND GREENS

THIS FIRST AMENDMENT TO DECLARATION FOR HIGHLAND GREENS (this "Amendment") is made this 17 day of AUGUST, 2005, by Highland Greens Homeowners Association, Inc., a Colorado nonprofit corporation (the "Association"), by and on behalf of its individual members listed in Exhibit A attached hereto and incorporated herein (collectively, the "Members").

RECITALS:

A. On August 26, 2001 Highland Greens, LLC, a Colorado limited liability company, as "Declarant" caused to be recorded that certain Declaration for Highland Greens at Reception Number 66347777 in the Office of the Clerk and Recorder of the County of Summit, State of Colorado (the "Declaration").

A. Pursuant to Section 17.1 of the Declaration, Members holding at least 67% of the voting power of the Association entitled to vote may amend the Declaration. Members representing 69% of the voting power in the Association entitled to vote have approved and ratified this Amendment as attested to by the Secretary of the Association in the Incumbency Certificate of the Members set forth at Exhibit A attached hereto and incorporated herein.

B. The Members hereby amend the Declaration to modify the maintenance duties of the Association and the Owners in addition to other matters as set forth below.

AMENDMENT:

1. Definitions. Unless otherwise indicated herein, capitalized terms shall have the same meanings as given to them in the Declaration.

2. Modification of Maintenance Duties of the Association and Owners. Notwithstanding the provisions of Sections 6.1 and 6.2 of the Declaration to the contrary, the following matters are henceforth duties of the Association and no longer the duties of each Owner:

(a) maintenance, repair, replacement, and cleaning of the exterior of the Units including but not limited to roofs, exterior steps, fences, exterior balconies, exterior walls, trim, caulking, and glass;

(b) painting, repainting, staining, and resurfacing of the exterior of the Units;
and

(c) landscaping, maintenance, and irrigation of landscaping on those portions of the Units upon which no structure is erected and that are not paved or graveled.

3. Annual Common Expense Assessments. Section 7.2 of the Declaration is hereby modified in its entirety as follows:

Annual Assessments. The annual common expense assessment shall be based upon the Association's advance budget of all cash requirements that may be needed by the Association to provide for the payment of all estimated expenses related to or connected with the administration, maintenance, ownership, repair, operation, addition, alteration, and improvement of the Property, the Common Elements, and any personal property owned by the Association, except as otherwise provided in this Declaration. The annual common expense assessment against each Unit shall be calculated by multiplying such Unit's Assessment Percentage by the total amount of the aforesaid Association budget. The amount of said advance budget may include, but shall not be limited to: expenses of management; premiums for insurance on the Common Elements and Units; landscaping and care of common grounds; common lighting and heating; maintenance, repairs and renovations of Common Elements; any other maintenance, repair, and replacement obligations of the Association; trash collection; wages; common water and sewer charges; taxes; legal, accounting, and management fees; costs, expenses, and liabilities incurred by the Board of Directors on behalf of the Owners under or by reason of this Declaration, the Articles of Incorporation, or Bylaws of the Association; the creation of reasonable reserves, working capital, and/or sinking funds; and any and all other costs and expenses relating to the Common Elements and/or the Project. To the extent practicable, the Association shall segregate and separately bill Owners for any portion of the common expense assessment attributable to the premiums for hazard insurance covering the Units.

4. Contributions to the Working Capital Fund. Section 4.13 of the Declaration is hereby revised in its entirety as follows:

The Association or Declarant shall require the first Owner of each Unit to make at the closing thereof a non-refundable contribution to capital in an amount equal to three times the monthly installment of the maximum annual common expense assessment effective at the time of conveyance of the Unit, which sum shall be held by the Association in a segregated account for the use and benefit of the Association, including, without limitation, to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Association's Board of Directors. Such contribution to capital shall not relieve an Owner from making regular payments of assessments as the same become due. Upon the transfer of his Unit, an Owner shall be entitled to a credit from his transferee for the aforesaid payment to working capital, such credit to be in an amount equal to the amount originally contributed by Owner.

5. Governing Law. This Amendment shall be construed and governed in accordance with the laws of the State of Colorado.

EXHIBIT A
TO THE
FIRST AMENDMENT TO DECLARATION FOR HIGHLAND GREENS

Incumbency Certificate of the Members

THE UNDERSIGNED, Secretary of the Highland Greens Homeowners Association, Inc. does hereby certify that the Members set forth below are all Members in good standing of the Association and represent 69 % of the votes in the Association having given notarized written approval and ratification the foregoing Amendment, which such notarized written ratifications are on file in the offices of the Association:

Valarie Hensle 43 Chestnut Lane

Thomas Boerrelli 66 Chestnut Lane

Staurt Read 37 Oak Lane

Warren Groom 35 Oak Lane

Daniel Schneider 47 Oak Lane

Curtis Grina 88 Oak Lane

Nancy Reeves 71 Chestnut Lane

Peter Bogan 15 Oak Lane

Lauren Green 69 Oak Lane

Gene Meek 25 Chestnut

Kimi Gressett 29 Chestnut Lane

Bob Dozier 71 Chestnut Lane

Stan Manning 19 Oak Lane

Greg Sears 29 Oak Lane

Robert Bramliage 48 Chestnut Lane

Robert Gilmore 68 Chestnut Lane

Richard Clapp 61 Chestnut Lane

DL & Tamara Lobb 25 Oak Lane

James Zucco 59 Chestnut Lane

Rodger Grugle 67 Oak Lane

Keith Kartz 41 Chestnut Lane

Ronald Carter 35 Chestnut Lane

Walter Kyle 39 Oak Lane

Sharon Wade 17 Chestnut Lane

Avis Pope 91 Chestnut Lane

John Senter 17 Oak Lane

Wiley DeCari 45 Chestnut Lane

Debra Michaud 91 Oak Lane

Robert Murphy 26 Chestnut Lane

