

When recorded return to:
Ryan G. Wilcox Esq.
Ireland Stapleton Pryor & Pascoe, PC
√ 717 17th Street, Suite 2800
Denver, Colorado 80202

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WELLINGTON ROW CONDOMINIUMS II**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON ROW CONDOMINIUMS II (“**First Amendment**”), is made this 26th day of May, 2021, by Wellington Row II, LLC, a Colorado limited liability company (“**Declarant**”) to that certain Declaration of Covenants, Conditions, and Restrictions for Wellington Row Condominiums II recorded on March 26, 2021, at Reception No. 20210031013 in the records of the Clerk and Recorder of Larimer County, Colorado (“**Declaration**”).

RECITALS

A. Pursuant to Section 13.10 of the Declaration, Declarant may, without the consent of any person, amend the Declaration as necessary for existing or future Mortgages on a Unit to be accepted by Government Mortgage Agencies. Declarant desires to amend the Declaration to include terms and conditions required by Government Mortgage Agencies to approve a Mortgage.

B. Declarant hereby subjects the Community Area to this First Amendment. Capitalized words used herein, but not expressly defined in this First Amendment, shall have the meanings given such words in the Declaration.

DECLARATION

NOW THEREFORE, Declarant, for itself and its successors and assigns, hereby declares and amends the Declaration as follows:

1. Section 13.6 is hereby deleted in its entirety and replaced with the following:

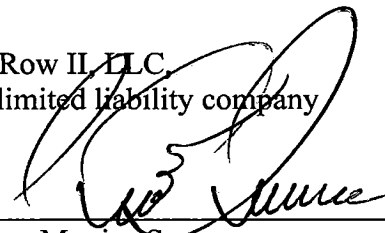
13.6 Special Rights of First Mortgagees. The First Mortgagee as to any Unit in the Community Area, upon filing a written request therefor with the Association, shall be entitled to: (a) written notice from the Association of any default by the Mortgagor of such Unit in the performance of the Mortgagor’s obligations under this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, which default is not cured within sixty (60) days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) written notice from the Association of any condemnation or casualty loss that affects either a material portion of the Community Area or the Unit securing the Mortgage; and (d) written notice from

the Association of any lapse, cancellation, or material reduction of any insurance policy maintained by the Association.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment this 26th day of May, 2021.

Declarant:

Wellington Row II LLC
a Colorado limited liability company


By: 
Printed Name: Monica Sweere
Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 26 day of May, 2021, by Monica Sweere, as Manager of Wellington Row II, LLC, a Colorado limited liability company, on behalf of the limited liability company.

Witness my hand and official seal.

(S E A L)

Notary Public 
My Commission Expires: October 1, 2024

Paola Rascon Jurado
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204034222
MY COMMISSION EXPIRES OCTOBER 1, 2024

MORTGAGEE CONSENT

Consent is hereby given to this FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON ROW CONDOMINIUMS II (the "First Amendment"). The undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under the DEED OF TRUST, as recorded on FEBRUARY 12, 2019, at Reception No. 20190049162, in the records of the Clerk and Recorder of the County of Larimer, Colorado (the "Mortgage"), or under any other deeds of trust or other security agreements for the benefit of the undersigned with regard to the Community described in this First Amendment will not render void or otherwise impair the validity of the First Amendment. Additionally, the undersigned subordinates the lien and interests of the undersigned under said Mortgage as above referenced and under any other deeds of trust or other security agreements for the benefit of the undersigned with regard to the Community described in the First Amendment to the covenants, terms and conditions of the First Amendment.

By: Andy G
Printed Name: ANDY GUNNISON
Its: PORTFOLIO MANAGER, BROADMARK REALTY CAPITAL

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

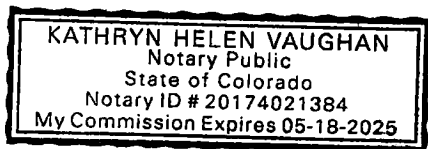
The foregoing instrument was acknowledged before me this 26 day of May, 2021, by Andy Gunnison, as Portfolio Manager of Broadmark Realty Capital

Witness my hand and official seal.

My commission expires: 05-18-2025.

SEAL

Kathryn
Notary Public



MORTGAGEE CONSENT

Consent is hereby given to this FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON ROW CONDOMINIUMS II (the "First Amendment"). The undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under the DEED OF TRUST, as recorded on NOVEMBER 9, 2017, at Reception No. 2017007294, in the records of the Clerk and Recorder of the County of Larimer, Colorado (the "Mortgage"), or under any other deeds of trust or other security agreements for the benefit of the undersigned with regard to the Community described in this First Amendment will not render void or otherwise impair the validity of the First Amendment. Additionally, the undersigned subordinates the lien and interests of the undersigned under said Mortgage as above referenced and under any other deeds of trust or other security agreements for the benefit of the undersigned with regard to the Community described in the First Amendment to the covenants, terms and conditions of the First Amendment.

By: Susan R. Peterson
Printed Name: SUSAN R. PETERSON
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

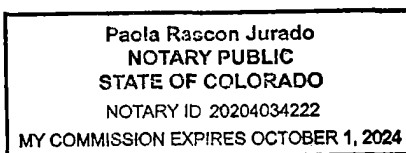
The foregoing instrument was acknowledged before me this 26 day of May, 2021, by Susan Peterson as _____ of _____.

Witness my hand and official seal.

My commission expires: October 1, 2024.

SEAL

Paola Rascon
Notary Public



MORTGAGEE CONSENT

Consent is hereby given to this FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON ROW CONDOMINIUMS II (the "First Amendment"). The undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under the DEED OF TRUST, as recorded on NOVEMBER 9, 2017, at Reception No. 2017003747, in the records of the Clerk and Recorder of the County of Larimer, Colorado (the "Mortgage"), or under any other deeds of trust or other security agreements for the benefit of the undersigned with regard to the Community described in this First Amendment will not render void or otherwise impair the validity of the First Amendment. Additionally, the undersigned subordinates the lien and interests of the undersigned under said Mortgage as above referenced and under any other deeds of trust or other security agreements for the benefit of the undersigned with regard to the Community described in the First Amendment to the covenants, terms and conditions of the First Amendment.

Walter M Belinski

By: Susan R Peterson

Printed Name: SUSAN R. PETERSON

Its: Susan R Peterson attorney in fact

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 26 day of May, 2021, by Walter Belinski as _____ of _____.

Witness my hand and official seal.

My commission expires: October 1, 2024.

SEAL

Paola Rascon
Notary Public

Paola Rascon Jurado
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204034222
MY COMMISSION EXPIRES OCTOBER 1, 2024