

When recorded return to:

Ryan G. Wilcox Esq.
Ireland Stapleton Pryor & Pascoe, PC
717 17th Street, Suite 2800
Denver, Colorado 80202

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

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON ROW CONDOMINIUMS II (“**Second Amendment**”), is made this 11th day of June, 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 Second Amendment. Capitalized words used herein, but not expressly defined in this Second 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. A new Section 13.28 shall be added to the Declaration, which Section 13.28 shall read as follows:

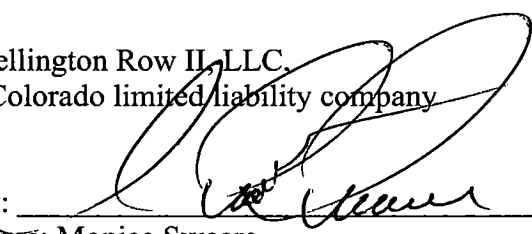
13.28 Additional Rights of Mortgagees. Nothing in this Declaration shall give nor construed to give any Owner or other party priority over any rights of a First Mortgagee of a Unit pursuant to such First Mortgagee’s deed of trust or loan documents in the case of the payment of insurance proceeds or condemnation awards for losses to or takings of such Unit or any Common Elements or Limited Common Elements. In the event of substantial destruction or condemnation of the Community Area or any other termination event, including as provided in Section 13.1, termination of this Declaration shall require, in addition to any other requirements provided herein, approval of at least 51% of the Mortgagees of

Units encumbered by a deed of trust or mortgage. Any amendment to this Declaration that are of a material adverse nature to Mortgagees' rights must be approved at least 51% of the Mortgagees of Units encumbered by a deed of trust or mortgage. All Mortgagees and any guarantors of such deeds of trust or mortgages shall receive timely written notice of any proposed action which requires the consent of a specified percentage of Mortgagees.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment this 11th day of June, 2021.

Declarant:

Wellington Row II, LLC,
a Colorado limited liability company

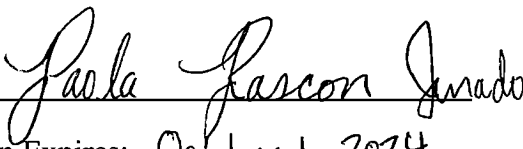
By: 
Name: Monica Sweere
Its: Manager

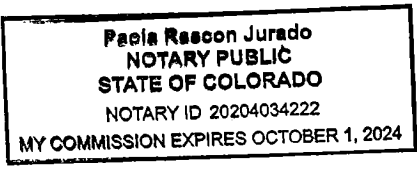
STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this ___ day of June, 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



MORTGAGEE CONSENT

Consent is hereby given to this SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON ROW CONDOMINIUMS II (the "Second 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 11, 2019, at Reception No. 20190008967, 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 Second Amendment will not render void or otherwise impair the validity of the Second 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 Second Amendment to the covenants, terms and conditions of the Second Amendment.

By: Andy J
Printed Name: ANDREW GUNNISON
Its: PORTFOLIO MANAGER BROADMARK REALTY CAPITAL

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 14 day of June, 2021, by Andrew Gunnison, as Portfolio manager of Broadmark Realty Capital

Witness my hand and official seal.

My commission expires: March 26 2023.

SEAL Diana Marie Papa
Notary Public

