



Reception#: 892563  
05/19/2017 11:16:39 AM Jean Alberico  
1 of 19 Rec Fee:\$103.00 Doc Fee:0.00 GARFIELD COUNTY CO

AMENDED AND RESTATED DECLARATION  
FOR  
RANDO AIRPORT HANGAR CONDOMINIUMS

THIS AMENDED DECLARATION is made as of August 31, 2016.

WHEREAS, at least 75% of the Unit Owners have voted to amend the Declaration as set forth below.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

This Amended Declaration completely amends, restates, and replaces the original Declaration dated July 15, 1986 and recorded Aug 4, 1986 at Reception No. 373158 in Book 692 at Page 599 and the Amended and Restated Declaration dated October 10, 2006 and recorded September 27, 2007 at Reception No. 733897.

Accordingly, the Unit Owners hereby make this enabling declaration for establishing a condominium estate for Rando Airport Hangar Condominiums (hereinafter called "Hangars"), hereby specifying and agreeing that the provisions and contents of this Amended Declaration shall be a covenant to run with the leasehold and shall be binding on all subsequent owners of all or any part of said project property and their grantees, successors, heirs, devisees, executors, administrators or assigns.

NOTICE: USE AND OCCUPANCY OF THESE HANGARS IS SUBJECT TO AND GOVERNED BY THE GROUND LEASE WITH GARFIELD COUNTY DATED 9/1/2016; GARFIELD COUNTY AIRPORT RULES AND REGULATIONS, currently in effect and as amended in the future; and GARFIELD COUNTY AIRPORT MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES, currently in effect and as amended in the future.

The Minimum Standards for Aeronautical Activities provide, in part:

"Association members shall be jointly liable to the Airport and the BOCC for the Association's compliance with these Minimum Standards and any contractual obligations between the Association and the BOCC.

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An Association member's liability shall be limited to the member's individual ownership rights and the member's proportionate interest in the common elements and any other Association property."

To the extent any provision of these Declarations, or any other governing documents of the Association are in conflict with the above identified Airport documents, the Airport documents shall prevail.

## ARTICLE I

### SECTION 1.01 - DEFINITIONS. As used herein, unless otherwise required:

1. "Act" means the "Colorado Common Interest Community Act, as amended" of the State of Colorado.
2. "Declaration" means this instrument and all exhibits attached hereto by which the project property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as it may be from time to time lawfully amended.
3. "Developer" means Joe Rando, d/b/a Rando Construction, an individual.
4. "Condominium Project" means the project or plan herein described constituting a "real estate condominium project" as governed by the Act, being a plan for the development and sale of the Hangars in the condominium estate established by this Declaration.
5. "Project Land" means the leasehold excluding the improvement thereon.
6. "Project Property" means all the project land and improvements, buildings, structures, facilities, fixtures, and equipment erected, constructed, placed, or contained on or in the project land.
7. "Hangar Building" means the Rando T-hangar building consisting of 10 t-hangars, located on the Project land, described above.
8. "Hangar" means one (1) of the individual T-hangars located in the Hangar Building which are divided for individual and separate use and ownership as provided in the Act and as described in this Declaration and depicted on the respective plat which is recorded in the office of the Garfield County Clerk and Recorder as Document No. 371515.

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9. "Common Elements" means all portions of the project property, except the Hangar, as described in Section 2.03, below.

10. "Restricted Use Area" means a portion of the general Common Elements which lies outside the boundaries of a Hangar, which is designed or intended for such independent and concurrent use of all Unit Owners, and is not integral to the use and enjoyment of the Hangar as independent single units.

11. "Common Expense" means the expenses as set forth in and provided for by this Declaration and the Bylaws applicable hereto for which each Hangar Owner is liable in proportion to his percentage ownership in the Common Elements.

12. "Unit or Hangar Unit" means one of the ten t-hangars together with the undivided percentage interest in the Limited Common Elements allocated to or conveyed with such Hangar, if any, and an undivided interest in the Common Elements.

13. "Unit Owner or Owner and similar expressions" means the person or persons whose estates or interest, individually, jointly or collectively are the Owners or a Hangar Unit.

14. "Occupant" means the person or persons other than the Owner who is in possession of a Hangar or Hangars.

15. "Persons" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real estate.

16. "Association or Association of Unit Owners" means the Rando Airport Hangar Condominium Unit Owners' Association, Inc., a Colorado non-profit corporation, having as its members all Unit Owners.

17. "Board" means the Board of Directors of the Association.

## ARTICLE II

### SECTION 2.01 - SUBMISSION OF PROJECT PROPERTY TO THE COLORADO COMMON INTEREST COMMUNITY ACT.

To the extent allowed by law, the Rando Airport Hangar Condominiums, being a non-residential commercial association shall NOT be governed by the Colorado Common Interest Community Act, as amended from time to time.

### SECTION 2.02 - CONDOMINIUM PROJECT.

1. The Condominium Project consists of the real property leased from Garfield County, aka FL Parcel 7 (Amended description attached hereto and incorporated

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herein), the improvements constructed thereon, and any personal property of the Association

2. The improvements involved in the project consist of ten (10) individual T-hangars, together with related ramps and adjacent areas subject to said Lease.

#### SECTION 2.03 - HANGARS.

1. Ten (10) individual Hangar Units have been constructed. The original developer's options for two additional buildings, consisting of 20 additional hangars has expired.

2. The number, square footage, and location of each of the Hangars are shown on the aforementioned plat. The boundaries of each Hangar are the interior perimeter walls, floors, and roofs of the building in which each is contained. Each Hangar includes both the portions of the Hangar Building as described and the space so encompassed and except the Common Elements herein defined.

3. It is expressly agreed and each and every purchaser of a Hangar Unit, his heirs, executors, administrators, assigns, and grantees hereby agree that the square footage, size, and dimensions of each Hangar as set out or shown in this Declaration or in the survey plats and charts are approximate and are shown for descriptive purposes only. The Developer does not warrant, guarantee or represent that any Hangar actually contains the Ares, square footage or dimensions shown by the plat thereof or on said charts; provided, however, that each Hangar has been constructed substantially in accordance with floor plans as presented. Each purchaser and Owner of a Hangar Unit or interest therein agrees that the Hangar Unit has been or will be purchased as actually and physically existing at the time such purchase in closed. Each purchaser of a Hangar Unit expressly waives any claim or demand which he may have against Developer or any person whomsoever on account of any difference, shortage or discrepancy between the Hangar Unit as actually and physically existing and as it is shown on the respective plat thereof and descriptive charts which are attached as exhibits hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Hangar Unit or of a Hangar Unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be the boundaries as shown on the plat and those of the buildings.

4. The legal description of each Hangar Unit may consists of the identifying symbol or identifying number of the Hangar, and the identifying number or symbol of the Hangar Building.

#### SECTION 2.04 - COMMON ELEMENTS.

1. The general Common Elements shall include, but are not limited to, the following: The project land, as herein defined; the foundations, bearing walls and

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columns, roofs, exterior perimeter walls, structural and supporting parts of all buildings, ramps, parking areas, curbs and gutters, pipes, wires, conduits, signs, and other similar elements; the common fund, consisting of all funds administered through the Association of Unit Owners.

2. Each owner of a Hangar shall own an undivided ownership interest in the Common Elements and be entitled to the voting rights allocated to each respective Hangar owned by him as shown on the plat attached to this Declaration. The voting rights are arbitrarily assigned to each Hangar and do not necessarily reflect or represent the actual value of any Hangar Unit, and regardless of the price for which any Hangar may be sold or re-sold or the actual value of any Hangar, and regardless of any other matter, the voting rights shall remain fixed and constant.

3. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time any be adopted by the Board. Without in any manner intending to limit the generality of the foregoing, the Board shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to and by Owners and their respective families, tenants, guests, invitees, and servants. Such use may be conditioned upon, among other things, the payment by the Owner of such assessments as may be established by the Board for the purpose of defraying the costs of maintaining the general Common Elements. The Board may also establish and assign suitable portions of the Common Elements as restricted use areas and exclusive use areas.

4. The separate storage areas in the southeast and northwest corners of the hangar building are common areas, use of which may be allocated to unit owners, used for Association needs, and/or rented to others by the Association, the proceeds of which shall be used to defray Association expenses.

#### SECTION 2.05 - EASEMENTS.

1. The Developer, the Association, the Board, and their delegates shall have the right to enter and inspect each Hangar and to remove or correct any violations of the provision of this Declaration, the Bylaws, and the rules and regulations promulgated by the Board and to maintain, repair, and replace the general Common Elements in each Hangar or elsewhere.

2. An easement shall exist in each Hangar and each portion of the Common Elements for the benefit of each Unit Owner, municipality, and utility company for the installation, maintenance, repair, removal, or replacement of any and all utility lines, pipes, wires, conduits, facilities, and equipment, serving the Project Property as a whole or any individual Hangar, and the ownership of the Hangar and interest in the Common Elements shall be subject to such easements. The Board from time to time may grant easements for utility purposes for the benefit of the Project Property, and ownership of the Hangar and interest in the Common Elements shall be subject to such easements.

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3. The Project lands include only the first 20 feet of paved apron adjacent to each hangar. The remainder of the paved areas adjacent to these aprons are public right-of-ways and/or taxiways. The adjacent apron area is only to be used for immediate entry and exit from the hangar and is otherwise to be kept clear for adjacent taxiway traffic.

SECTION 2.06 - COVENANTS AND CONDITIONS. The Condominium Project, each Hangar, and all interests in the Common Elements are expressly subject to: (a) It is expressly understood and agreed that the project property is a leasehold condominium project constructed on a leasehold estate created by a ground lease from Garfield County and/or Board of County Commissioners of Garfield County ("BOCC"), and nothing in this Declaration conveys any right, title, or interest in the fee simple title to said land. SAID LEASEHOLD EXPIRES AUGUST 31, 2026 WITH NO RENEWAL RIGHTS. ALL RIGHTS OF ANY UNIT OWNER, MORTGAGEE AND THE ASSOCIATION ARE SUBJECT TO SAID TERM OF YEARS. THIS DECLARATION AND ALL RIGHTS IN THE UNDERLYING REAL ESTATE PARCEL AND THE IMPROVEMENTS EXPIRE ON SAID DATE; (b) all provisions of this Declaration, its exhibits, and all amendments thereto; (c) the governing documents, rules, and regulations of the Association and Board; (d) all restrictions, covenants, conditions, easements, encroachments, land owner agreements, or outstanding mineral interests affecting the Condominium Project including, without limitation, the rights, if any, of the State of Colorado and the public to the use of any portion of the Condominium Project; and (e) the "Airport Rules and Regulations and Minimum Standards for Aeronautical Activity, ("Rules and Regulations and Minimum Standards"). Lessee's obligation to "observe and obey", stated above, refers to the Rules and Regulations and Minimum Standards as they exist on the date of execution of this Lease and as such may be further amended from time to time.

If there is any conflict between this Declaration, as amended from time to time, the Association Articles of Incorporation, By-Laws and Rules and Regulations and the Garfield County Lease, the Garfield County Lease shall prevail.

### ARTICLE III

#### SECTION 3.01 - UNIT OWNERS ASSOCIATION.

1. The Common Elements shall be administered and the Condominium Project shall be governed by the Association which hereby is established as a membership association. The Association shall act for the benefit of all Hangar Owners to provide for the protection, preservation, maintenance, and repair of the general Common Elements. In connection therewith, Association shall operate and administer the Condominium Project and shall be managed by the Board, which shall be elected by the Association members.

2. Each owner of a Hangar, including Developer, shall be entitled to membership in the Association. Should an Owner cease to own a Hangar, his membership automatically terminates. Upon transfer of ownership of any Hangar, the new Hangar Owner shall automatically succeed to such membership in the Association.

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3. The Association of Unit Owners shall be incorporated as a membership corporation under the provisions of the Colorado Non-Profit Corporation Act. It shall be operated as an unincorporated membership association should the corporation be dissolved in a manner provided by law. The affairs of the Association shall be governed by the provisions of this Declaration, the Articles of Incorporation (if incorporated) and the Bylaws adopted by the Board. The Articles of Incorporation and Bylaws may be amended from time to time in the manner provided herein or as provided by law. The Condominium Project shall be subject to and governed by such instruments and by such rules and regulations as shall be adopted and published by the Board from time to time.

4. The Owner of each Hangar or his legally authorized representative and proxy shall be entitled to vote at all membership meetings of the Association.

5. As attorney in fact for the Unit Owners, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, lease or other instrument with respect to the Condominium Project, including without limitation, assignments and amendments to the Garfield County Lease upon an affirmative vote of 51% of the unit owners at a property constituted meeting.

6. If the Association fails to function, exist, meet, or vote on matters regarding the Garfield County Lease, each and every unit owner shall be liable to the Garfield County Board of County Commissioners for all obligations due under said Lease as set forth in the Minimum Standards:

"Association members shall be jointly liable to the Airport and the BOCC for the Association's compliance with these Minimum Standards and any contractual obligations between the Association and the BOCC. An Association member's liability shall be limited to the member's individual ownership rights and the member's proportionate interest in the common elements and any other Association property."

#### SECTION 3.02 - BOARD OF DIRECTORS.

1. The members of the Association shall elect a Board of Directors (hereinafter referred to as the "Board") to consist of not less than three (3) members, who shall serve in such office, without pay or compensation, for such term as specified in the Bylaws of the Condominium Project. Such Board shall manage the affairs of the Association and it shall have such powers, duties, functions, authority, and responsibility as shall be specified in said Bylaws of this Declaration or as may be delegated to it from time to time by the Association.

2. The initial directors of the Association shall be the persons designated in the Articles of Incorporation of the Association.

#### ARTICLE IV

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SECTION 4.01 - LIABILITY FOR COMMON EXPENSES. Each Hangar Owner shall be liable for a proportionate share of the Common Expenses, such share being the same as the undivided ownership interest as set forth to the extent that the same shall be assessed against the Owners from time to time by the Association. The Common Expenses shall include, but not be limited to, all expenses incurred by the Association in performing its duties, obligations, and services authorized or required hereby, administrative expenses of the Association for repair, replacement, construction, acquisition, maintenance, or operation of Common Elements, reserves for proper Association purposes, costs of enforcing this Declaration, applicable Bylaws, rules and regulations of the rights of the Association or its members, professional fees, utilities, and such other expenses as shall be authorized by the Board and shall not, in any event, be less than a minimum required assessment in at least an amount such as is necessary to maintain reasonably adequate insurance on all Common Elements, and to fund the cost of administration and to cover costs of maintenance and repair of Common Elements.

SECTION 4.02 - ASSESSMENTS.

1. The Association shall have the power to assess the Owners of the Hangars for their respective shares of Common Expenses and otherwise as herein provided. Each Hangar Owner shall be liable for and shall pay a proportionate share of the Common Expenses to the extent that the same shall be assessed against the Owners from time to time by the Association, and shall share in the common fund, if any, such shares being the same as the undivided share in the Common Elements which is appurtenant to the Hangar owned by him. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after due date shall bear interest at fifteen percent (15%) per annum. Any delinquent assessments that are re-billed to a Unit Owner shall include a late payment penalty of \$25 per billing. All payments shall be first applied to late fees, then interest and then to the assessment payment first due.

2. The Association shall have a lien upon each Hangar and the interests in the Common Elements and common fund appurtenant thereto to secure the payment of all assessments required or permitted to be levied hereunder or by law, and any other sums which shall become due and owing from such Owner to the Association and such assessments shall also secure all other expenses, including reasonable attorney fees incurred by the Association incident to the collection of such assessments or enforcement of such lien.

SECTION 4.03 - MAINTENANCE, ALTERATIONS, AND IMPROVEMENT.

The Association shall maintain, repair, replace and improve all Common Elements (except as set out below) at the expense of the Co-Owners through the common fund. However, the cost of repairing or replacing a Common Element due to the negligence, misuse, or neglect of a Hangar Owner shall be borne solely by that Hangar Owner. Each Hangar Owner shall repair, replace, and maintain at his sole expense all portions of his

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Hangar which are not Common Elements. No Owner may decorate or change the exterior appearance of any building, or any portion thereof. No individual or group may make any alterations in the portions of any Hangar or building which are to be maintained by the Association or remove any portion thereof, or to make any additions thereto, or do anything to jeopardize the safety or soundness of the building, or impair any easement, without first obtaining approval in writing of the Board. Unit owners are responsible for maintenance and repair of hangar door hardware.

SECTION 4.04 - UTILITIES. Each Owner of a Hangar Unit shall be individually responsible for and shall pay for all telephone, electricity, and all other utility services furnished to his Hangar which are separately metered or billed by the respective utility or other party furnishing same.

SECTION 4.05 - TAXES. Taxes, assessments, and other charges of the state or of any political subdivision, or any special improvement district, or any other taxing or assessing authority shall be assessed by such authorities against and collected on each individual Hangar which shall include its percentage interest in the common Elements, each of which shall be carried on the tax rolls as a separate and distinct entity or that purpose, and not on the property as a whole, as more particularly provided for in the Act. Each Hangar Owner shall be individually responsible for payment of such separate taxes, assessments, and charges.

SECTION 4.06 - MORTGAGES. No Hangar Unit Owner or tenant shall have the right or authority to make or create or to cause to be made or created any mortgage, encumbrance, or lien on or affecting the project property or any part thereof, except only to the extent of his individual Hangar Unit which includes his respective undivided interest in the Common Elements.

SECTION 4.07 - INSURANCE. The Association shall obtain and continue in effect blanket property insurance to insure the building, structures, and Hangar Units in or on the Project Property and the Owners thereof, against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions in such amount, and with such deductibles, as the Board shall deem advisable, without prejudice of the right of each Hangar Owner to insure his account and for his individual Hangar or the contents thereof on his own account and for his own benefit. Such blanket insurance shall be written in the name of the Association, and the proceeds shall be payable to the Association or to any person designated by the Association as trustee for the Owners of each Hangar in proportion to their respective interest in the Common Elements, as established by this Declaration. Each Hangar Owner shall be responsible at his own personal expense and cost for his own personal insurance on the contents of his own Hangar and his additions and improvements thereto, and for his personal property stored elsewhere on the Project Property and for his personal liability not covered by liability insurance for all the Hangar Unit Owners obtained as a part of the blanket insurance policy, as a part of the Common Expense.

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The Association shall obtain and continue in effect comprehensive public liability insurance and such other types of insurance in such limits as it shall deem advisable, insuring each Hangar Owner, and the Association and the Board from and against liability in connection with the Common Elements. All costs charges and premiums for all such insurance shall be a Common Expense. All insurance coverage shall comply with state laws and with the requirements of the above mentioned base lease with Garfield County.

## ARTICLE V

SECTION 5.01 - HANGAR USE RESTRICTIONS. The use of Hangars and of the Project Property are subject to the following restrictions:

1. Said individual Hangars are to be used solely for the storage of aircraft and/or aviation related equipment owned by, or in the care, custody, and control, of the Owner or tenant of said Hangar. No commercial operation of any type is permitted. Stored aircraft may be used for commercial purposes off of the leased premises. No nuisances shall be allowed upon the Project Property, nor any use or practice which is the source of annoyance to the Owners or tenants, or which interferes with the peaceful possession and proper use of the Property by its Owners and tenants. All parts of the Project Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate nor any fire hazard allowed to exist.

2. No immoral, improper, offensive, or unlawful use shall be made of the Project Property or any part thereof; and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Condominium Project shall be the same as the responsibility for the maintenance and repair of the Property concerned.

3. Each Hangar shall be used only for the storage of aircraft and/or aviation related equipment. The use of the Hangar Unit for aircraft storage and the storage of aviation related equipment shall include the right to have such Hangar used, on a rental basis for a period or periods of time.

4. No Hangar Unit shall be used or occupied for any professional office, business, or commercial purpose.

5. No Hangar shall be altered or remodeled without the approval of the Board. No Hangar Owner shall make any structural modification except in the manner and pursuant to the provision of the Bylaws and this Declaration.

6. No signs or posters of any kind shall be placed on any part of the Project Property by any Owner except as authorized by the Board.

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7. Any unit owner may maintain a sign, as approved by the Directors, on the Project Property to advertise or attract attention to the Condominium Project for so long as said unit owner has one or more units available for rent or sale.

8. The general Common Elements shall be used only for the purpose for which they are intended in the furnishing services and facilities for the Hangars. Use by Owner and Developer of Common Elements shall be governed by these restrictions, covenants, conditions, and limitations.

9. The Board shall promulgate regulations to enforce the above stated restrictions, covenants, conditions, and limitations, and in addition, shall promulgate other reasonable regulations concerning the use of the Project Property which from time to time may appear to them to be necessary.

## ARTICLE VI

SECTION 6.01 - REMEDIES. In the event of any default by any Unit Owner under the provisions of the Act, Declaration, Bylaws, or the rules or regulations of the Association, or the Board, the Board and/or the Association, or their authorized representatives, shall have each and all of the rights and remedies which may be provided by the Act, Declaration, Bylaws, or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Unit Owner and/or others for enforcement of any lien or to enforce compliance with the particular matter in respect to which default was made, by injunctive relief or otherwise, or for the collection of any sums, debts, damages, costs, or expenses in default or arising from any such default. All expenses of the Board or Association or its authorized representative in the connection with any such action or proceedings shall be part of the Common Expenses and collectible as other Common Expenses to the extent not collected from the defaulting Unit Owner or other party. The Board shall be further empowered and authorized to correct or cure any such matter in default and to do whatever may be necessary for such purpose, and all expenses in connection therewith, including attorney fees, shall be charged to and assessed against such defaulting Unit Owner and shall be secured in the same manner as assessments for Common Expense.

SECTION 6.02 - ABATEMENT AND ENJOINMENT. The violation of any restriction, condition, or regulation adopted by the Board or the Association, or the breach of any restriction, covenant, obligation, limitation, or provision herein contained, shall give the Board the right, in addition to the rights set forth in the other sections of this Article: (a) to enter upon the Property in which, or as to which, such violation or reach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board or the Association, or its agents shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

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SECTION 6.03 - INVOLUNTARY SALE. If any owner (either by his own conduct or by the conduct of any other Occupancy of his Unit) shall violate any of the restrictions, covenants, obligations, imitations, or provisions of this Declaration, the Bylaws, or the regulations adopted by the Board or the Association, and if such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, that the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant, or in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use, or control the Unit owned by him on account of the breach, and ordering that the right, title, and interest of the Owner in the property shall be sold (subject to the lien or any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorney fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges, any mortgage on the Hangar, and any unpaid assessments hereunder or any other liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration and the Bylaws.

SECTION 6.04 - FORECLOSURE OF LIENS. All liens for assessments made by the Association or by the Board when authorized to do so as aforesaid shall be prior to other liens, except that such liens for said assessments shall be subordinate, secondary, and inferior, and the same are hereby expressly made subordinate, secondary, and inferior to (a) all liens for taxes or special assessments levied by the city, county, and state governments or any political subdivision or special district thereof, and (b) liens securing amounts due or to become due under any mortgage, vendor's lien, or deed of trust filed for record prior to the date payment of such assessment for Common Expenses becomes due. The claim of the Association for assessments and the lien securing such claims shall be freely assignable. Such lien of assessments herein provided for may be foreclosed, without prejudice and subject to the aforesaid prior liens by the holder thereof in the same manner as either a vendor's lien, or as is provided for foreclosure or a contractual deed of trust lien on real property under Colorado law. No such foreclosure shall affect or impair any such prior liens. The Association shall have the power to bid in the Hangar Unit foreclosed on at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same on behalf of the Association.

SECTION 6.05 - STATUS AFTER FORECLOSURE. Upon the sale or conveyance of a Hangar, including sales at foreclosure, all unpaid assessment against the

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selling Owner for his prorata share of the Common Expenses and charges shall be first paid out of the sale price or by the purchaser in preference over any other assessments, liens, and charges due in favor of state and any political subdivision thereof for taxes due and unpaid on the Hangar Unit; and (b) amounts due under mortgage instruments duly recorded. With respect to a purchaser who acquired title to a Hangar Unit at a foreclosure sale of an approved mortgage, as defined in this Declaration, such purchaser shall not be liable for the share of the unpaid Common Expenses or assessment by the Association chargeable to such apartment which became due prior to acquisition of such title at such foreclosure sale.

## ARTICLE VII

SECTION 7.01 - AMENDMENTS. This Declaration or the aforementioned Articles of Incorporation and Bylaws may be changed or amended only with the written consent of the Owners of the Hangar Units owning seventy-five percent (75%) of the Common Elements. No consent of any mortgagees shall be required.

SECTION 7.02 - OMISSIONS. In the event of the omission from this Declaration or any provision or stipulation which shall be vital, necessary, or expedient for the accomplishment of the purposes and intent of this Declaration, this Declaration shall not thereby fail, in whole or in part, but any and all such omitted matter shall be supplied by inference and/or by reference to the provision of this Act, under which this condominium estate is established, and the provisions of such Act are hereby made a part hereof by reference thereto.

The undersigned hereby consent to this amendment and restatement.

Unit 1

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas J. Triplat

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by Thomas J. Triplat.  
Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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05/19/2017 11:16:39 AM Jean Alberico  
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Unit 2

\_\_\_\_\_  
Spencer. Thomas Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on  
\_\_\_\_\_, by Spencer Thomas.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Units 3, 4, 5, 7, and 10

STM Hangars, LLC

By: John W. Savage Date: 4/20/17  
John W. Savage, manager

STATE OF ~~COLORADO~~ ) Florida  
\_\_\_\_\_) ss. Broward  
COUNTY OF ~~GARFIELD~~ )

The foregoing instrument was acknowledged before me on  
4/20/17, by John W. Savage, manager of STM Hangars, LLC.

Witness my hand and official seal.

My commission expires: 5/4/18

Debra Stanger  
Notary Public



selling Owner for his prorata share of the Common Expenses and charges shall be first paid out of the sale price or by the purchaser in preference over any other assessments, liens, and charges due in favor of state and any political subdivision thereof for taxes due and unpaid on the Hangar Unit; and (b) amounts due under mortgage instruments duly recorded. With respect to a purchaser who acquired title to a Hangar Unit at a foreclosure sale of an approved mortgage, as defined in this Declaration, such purchaser shall not be liable for the share of the unpaid Common Expenses or assessment by the Association chargeable to such apartment which became due prior to acquisition of such title at such foreclosure sale.

## ARTICLE VII

SECTION 7.01 - AMENDMENTS. This Declaration or the aforementioned Articles of Incorporation and Bylaws may be changed or amended only with the written consent of the Owners of the Hangar Units owning seventy-five percent (75%) of the Common Elements. No consent of any mortgagees shall be required.

SECTION 7.02 - OMISSIONS. In the event of the omission from this Declaration or any provision or stipulation which shall be vital, necessary, or expedient for the accomplishment of the purposes and intent of this Declaration, this Declaration shall not thereby fail, in whole or in part, but any and all such omitted matter shall be supplied by inference and/or by reference to the provision of this Act, under which this condominium estate is established, and the provisions of such Act are hereby made a part hereof by reference thereto.

The undersigned hereby consent to this amendment and restatement.

Unit 1

By: 

Thomas J. Triplat

Date: 4-11-17

STATE OF COLORADO )

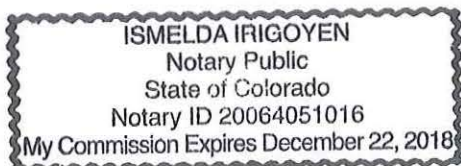
) ss.

COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me on 04/11/2017, by Thomas J. Triplat.

Witness my hand and official seal.

My commission expires: Dec. 22, 2018



  
Notary Public



Reception#: 892563  
 05/19/2017 11:16:39 AM Jean Alberico  
 16 of 19 Rec Fee:\$103.00 Doc Fee:0.00 GARFIELD COUNTY CO

93

Unit 2

Date: 10 APR 17

Spencer. Thomas

STATE OF Nebraska )

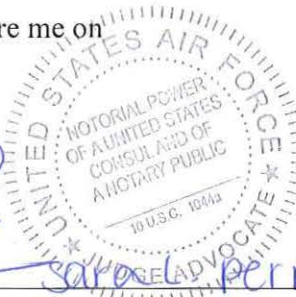
) ss.

COUNTY OF Sarpy )

The foregoing instrument was acknowledged before me on 10 April 2017, by Spencer Thomas.

Witness my hand and official seal.

My commission expires: 09 Sept 2020



Notary Public

Sarah L. Perry, SrA, USAF

With the Armed Forces at Offutt AFB, Nebraska

Units 3, 4, 5, 7, and 10

STM Hangars, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

John W. Savage, manager

STATE OF COLORADO )

) ss.

COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by John W. Savage, manager of STM Hangars, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

Unit 6

Craig Westley  
Craig Westley

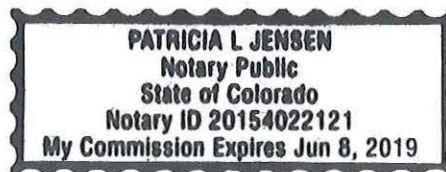
Date: 3-30-2017

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me on  
3/30/17, by Craig Westley.

Witness my hand and official seal.

My commission expires: June 8, 2019



Patricia L. Jensen  
Notary Public

Unit 8

\_\_\_\_\_  
Date: \_\_\_\_\_  
Jamie Roark

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me on  
\_\_\_\_\_, by Jamie Roark.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



Unit 6

Date: \_\_\_\_\_

Craig Westley  
STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by Craig Westley.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

Notary Public

Unit 8

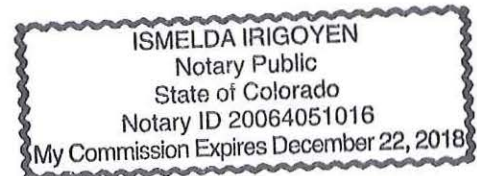
Jaime Roark Date: 4-18-17  
Jaime Roark


[illegible]

The foregoing instrument was acknowledged before me on April 18<sup>th</sup>, 2017, by Jamie Roark.

Witness my hand and official seal.

My commission expires: Dec 22, 2018



  
Notary Public



Reception#: 892563  
05/19/2017 11:16:39 AM Jean Alberico  
19 of 19 Rec Fee:\$103.00 Doc Fee:0.00 GARFIELD COUNTY CO

Unit 9

Lottie Kaehlert Date: 3/29/17

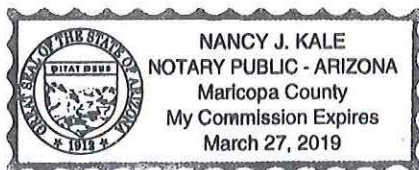
Lottie Kaehlert

STATE OF ~~COLORADO~~ <sup>ARIZONA</sup> )  
COUNTY OF ~~GARFIELD~~ <sup>MARICOPA</sup> ) ss.

The foregoing instrument was acknowledged before me on  
3-29-2017, by Lottie Kaehlert.

Witness my hand and official seal.

My commission expires: 3-27-19



Nancy J. Kale  
Notary Public