



Reception#: 1010638

09/05/2025 03:30:14 PM Jacklyn K. Harmon
1 of 7 Rec Fee: \$43.00 Doc Fee: 0.00 GARFIELD COUNTY CO

FIRST AMENDMENT TO THE CONDOMINIUM DECLARATION FOR MIDLAND CENTER LOT 1 CONDOMINIUMS

This First Amendment to the Condominium Declaration is for the Midland Center Lot 1 Condominiums as such property is described by the Plat recorded at Reception No. 613091 on October 23, 2002. The Original Condominium Declaration for Midland Center Lot 1 Condominiums being amended is recorded at Reception No. 671195 on 3/29/2005 are hereby amended:

RECITALS

WHEREAS, The Midland Center Lot 1 Owners Association Inc., a Colorado nonprofit Corporation is the entity formed by Declarant to own the common elements within the Midland Center Lot 1 Development as it is described on the Plat referenced above and is the entity responsible for and charged with the governance of the Association through the Board of Directors as set forth in the Declaration also references above; and

WHEREAS The Declaration provides for the amendment of its provisions in Article 15 of the Declaration, and.

WHEREAS the allowed uses are not described in the Declaration of Covenants other than to be commercial uses and specifically the original Declaration does not contain an exhibit, Exhibit D, that was referenced and that should have been attached; and

WHEREAS Other provisions of the Declaration of Covenants are in need of being updated and amended for the orderly use, maintenance, operation, allocation of resources and for other reasons: and

WHEREAS there are issues regarding the use of the common space which must be clarified to ensure that the maximum use of the units can occur, including ensuring that the issuance of Business Licenses and other approvals from the City of Glenwood Springs for all units, and

WHEREAS, The Association in accordance with the Declaration and the by-laws has duly noticed a meeting of the membership distributed these proposed changes to the covenants and received approval of not less than 67% of the votes possible to be cast under the Declaration.

NOW THEREFORE, the following amendments to the original Declaration of Covenants are hereby adopted and put into place:

AMENDMENTS

CHANGES TO ARTICLE 6:

Sherry A. Caloia
PO Box 443
Glenwood Springs, CO 81602

Add Article 6.8

Article 6.8 Allocation of common elements. For purposes of complying with the City's Business License Ordinance which requires that each business have adequate parking available to it for the business as calculated by the City Code, the number of parking spaces that are allocated to each unit shall not be in excess of the percentage of voting ownership for said unit as set forth on Exhibit B. Notwithstanding this none of the parking spaces in the common area can be limited or restricted to use by any single unit to the exclusion of others. According to the City Code the following number of parking spaces exist in the common area of Midland Center Lot 1: 97.

Add Article 12.9 and 12.10

CHANGES to ARTICLE 12

Change Articles 12.1, and 12.8. Add Articles 12.4.1, 12.9 and 12.10.

Article 12.1 Commercial Use. Entire first paragraph changed to the following: Units shall be used for business, commercial or professional purposes only which are permitted within the zone district of the City and that are allowed as set forth on the amended Exhibit D. No units may be used for residential purposes.

Article 12.4.1 Utility connections on common elements. Addition after last sentence: There shall be no electrical, water, sewer, gas or natural gas, cable tv or internet utility connections or equipment allowing for utilities to be used outside or within the common open space by any unit owner. This shall not prohibit the POA from putting in an electric vehicle charging station. There shall be no outdoor water usage of any kind (except for landscape watering by the POA), outdoor use of electricity and other utilities.

Article 12.8 Nuisances No Annoying Sounds or Odors. Addition as last sentence: No nuisance shall be allowed on the property nor any use or practice that is the source of annoyance to other owners or that interferes with the peaceful enjoyment possession or use of the project or owners is allowed. This expressly includes any business that uses or creates strong unusual or offensive odors, fumes, dust or vapors, emits noise or sounds that are objectionable due to intermittence beat frequency shrillness or loudness, creates unusual fire explosive or other hazards or materially increases the rate of insurance for any other owner or licensee or permittees. No activities shall be conducted on the Property and on improvements constructed on the Property which are or might be unsafe or hazardous to any person or property or might cause the cancellation or diminution of insurance or an increase in insurance premiums. Without limiting the generality of the foregoing, no firearms shall be discharged upon any of the Property and no open fire (including wood derived or other organic type burnable product that causes smoke or other hazard but not including natural gas) shall be permitted on the Property.

Article 12.9. Restrictions on Parking. The parking of an RV, trailers, boats, 4 wheelers, or accessories thereto, any truck larger than 22 feet in length, any bus, or self-contained

large, motorized recreation vehicle, except as a temporary expedience for loading, delivery, or emergency. This does not include work vehicles that will fit into the parking spaces (as a normal sized car or truck would fit) This restriction, however, shall not restrict trucks or other commercial vehicles to temporarily be within the property for the purpose of delivery necessary for the operation of the business and take materials or refuse from or the maintenance of the Common Area or Lots.

No abandoned vehicles shall be parked in any part of the Property. An abandoned vehicle shall be defined as per Glenwood Springs City Code and in the event that the Board shall determine that a vehicle meets the definition of an abandoned vehicle, then a written notice identifying the vehicle with instructions to immediately remove will be sent to the vehicle owner and the unit owner that persons using the vehicle visited last and will be conspicuously placed on the abandoned vehicle. If the vehicle is not removed within seventy-two (72) hours thereafter. The Board shall have the right to remove the vehicle at the sole expense of the Unit Owner that such vehicle owner or user used to transport their self to the Property to visit.

Article 12.10 Use of Waste Receptacles. All large items being disposed of in common waste bins shall be reduced to their smallest size, e.g., cardboard boxes shall be broken down. No trash may be left outside of the receptable.

The dumpsters may not be used for any unit owners or employees' construction waste, individual trash or any trash that is generated off the property.

The Board of Directors may adopt rules in which use of refuse disposal is allocated equally based upon the amount of waste generated by each unit. Should any unit owner use more space than its allocable share in the dumpsters, additional charges may be imposed.

CHANGES TO ARTICLE 15

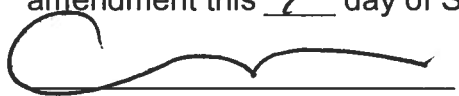
Change Article 15.2

Article 15.2 Amendment. Changes This Declaration may be amended or modified by agreement of fifty-one percent (51%) of the Unit Owners provided, however, (a) that any Section in this Declaration which requires a particular percentage of Owners may be superseded by any state statute which applies to this Association and specifies otherwise. This may be amended only by written consent of that percentage of those parties, (b) that notwithstanding any provision of this Declaration obtained, each unit shall have one (1) vote. To be effective, all amendments to this Declaration must be recorded in the office of the Clerk and Recorder of the county in which the Property is located by the president of the Association.


Such Amendments are approved as of September 4th, 2025.

After Member meeting duly noticed and mail in vote being authorized, 88.30% of the unit owners submitted their ballot voting on the proposed First Amendment to Condominium Declaration. This Amendment to Condominium Declaration was approved by the members of the Midland Center Lot 1 Condominium Association Inc. voting 86.25% in favor and 2.05% against the adoption of the Amendment with 11.70% of the unit owners did not vote.

In Witness thereof, the President and Secretary of the Association has signed this amendment this 4th day of September, 2025.



President



Secretary

STATE OF COLORADO)
) ss
COUNTY OF GARFIELD)

The foregoing was signed by Catherine Lee as President of the Association and Jennifer Harbottle as Secretary of the Association and such signatures were witnessed before me this 4th day of September 2025.

Witness my hand and seal.

My commission expires 4/11/26


Notary Public

SHERRY A. GALOIA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184015946
MY COMMISSION EXPIRES APRIL 11, 2026



COMMERCIAL USES NOT ALLOWED IN LOT 1 MIDLAND CENTER CONDOMINIUMS PROHIBITION of RESIDENTIAL USES

All Residential Uses are excluded:

All Residential uses, temporary living spaces, employee housing, temporary or emergency housing, boarding or rooming house,

Excluded Commercial Uses.

Hotel, Motel, Lodge, Bed and Breakfast, hostel.

Restaurant, restaurant and bar, fast food restaurant, tavern or bar.

Commercial kitchen is allowed if said kitchen does not include any in-house consumption of product or seating; all ventilation systems must be submitted to the Board for review along with any modification of the exterior walls, roof and common space. Complete plans for all ventilation and exterior modification must be submitted and reviewed by the Board. Such plans shall include proper venting of all appliances, proper fire control installations, mitigation and control of all odors and noise which may be emitted off the unit, sufficient parking among other requirements to ensure the safety of the Property and the compatibility of uses with other units including adverse odors, noise, traffic, fire risk, encroachments, parking (including timing of uses) and excessive waste disposal.

Church, church or community center, worship center,

School, day care, pre-school or childcare center,

Assisted living or nursing home, convalescent home,

Vehicle sales, manufactured or mobile home sales.

Contractor's yard

Dry cleaners or laundromat

Mortuary, crematorium,

Blacksmith shop, sheet metal shop, welding shop, cabinet making shop, fabrication shop for metals, stone, wood, plastics, or other material which results in hazardous waste products, dust, odors, vapors, noise, chemicals which can get into the vents, water, sewer, heating or cooling systems and constitute a nuisance to the other unit owners



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Swap meet, flea market, (except for approved temporary uses when other businesses are closed)

Gasoline or diesel sales station, traditional auto body shop (excludes paintless dent repair),

Marijuana grows, fabrication and/or sales, smoke shop, adult businesses.

Kennel, dog or animal day care.



MIDLAND CENTER LOT 1 CONDOMINIUM ASSOCIATION< INC.
RESOLUTION 2025-3

The Board of Trustees for the Midland Center Lot 1 Condominium Association, Inc. met on the ___ day of September 2025 at 100 Midland Ave Unit 240 at 3 p.m.

All three members of the Board were present in person or by telephone. Catherine Lee, President, Jennifer Harbottle secretary and David Sheriff. Also present was Sherry A Caloia, Attorney for the Board.

The Board members present were advised that the First Amendment to Covenants were voted on and that the vote was tallied. 86.25% of the unit owners voted in favor of adopting said First Amendment to Covenants, 2.05 % voted against and 11.70% did not vote.

The Association manager then sent a letter to all of the first mortgage holders for units in the subdivision on July 3, 2025. Said letter with attached proposed First Amendment to Covenants was sent out telling the mortgage holders that they could object and had 30 days to do so. No objections were received by the association as of this date.

The vote having passed the covenants and there being no objections from mortgage holders, the Board does hereby declare that said First Amendment to Covenants shall be recorded with the Garfield County Clerk and Recorder and will be effective on the date of recording.

Done this 4th day of September, 2025

President


Catherine Lee

Secretary


Jennifer Harbottle