

**FIRST AMENDMENT TO
CONDOMINIUM DECLARATION FOR
MIDLAND CENTER LOT 2 CONDOMINIUMS**

This First Amendment to Condominium Declaration for Midland Center Lot 2 Condominiums (this "**Amendment**") is made this 10th day of SEPTEMBER, 2014 (the "**Effective Date**"), by RMG Midland, LLC, a Colorado limited liability company ("**RMG**").

Recitals

A. RMG is the Owner of all of the Condominium Units currently subject to that certain Condominium Declaration for Midland Center Lot 2 Condominiums recorded on March 7, 2011 at Reception No. 799749 in the real property records of Garfield County, Colorado (the "**Declaration**"). All capitalized terms used, but not defined, herein have the meanings assigned to them in the Declaration.

B. Pursuant to Article 15.2 of the Declaration, the Declaration may be amended by Owners holding not less than 67% of the votes possible to be cast under the Declaration at a meeting called for that purpose.

C. RMG, as the Owner of all of the Condominium Units, holds 100% of the votes possible to be cast under the Declaration.

D. Pursuant to Section 7-127-107 of the Colorado Revised Nonprofit Corporation Act, any action required or permitted to be taken at a Members' meeting may be taken without a meeting if Members entitled to vote thereon unanimously agree and consent to such action in writing.

E. As the sole Owner and only Member entitled to vote, RMG hereby unanimously agrees and consents to this Amendment.

F. Now therefore, RMG, as the sole Owner and Member entitled to vote, desires to amend the Declaration to allow the Owners to reserve certain parking spaces in the Common Elements to certain Condominium Units, as more particularly set forth below.

Amendment

NOW, THEREFORE, the Declaration is amended as set forth below.

1. Reservation of Parking Spaces. A new Article 4.7 is hereby added to the Declaration as follows:

ARTICLE 4.7 Reservation of Parking Spaces. Notwithstanding any provision of this Declaration to the contrary, upon the agreement of all of the Owners, parking spaces within the Common Elements may be reserved to certain Condominium Units. In order to reserve certain parking spaces for certain Condominium Units, the Owners will execute an agreement setting forth which parking spaces are reserved for the use of a certain Condominium Unit (the

“Parking Space Reservation Agreement”), which will be effective until a later Parking Space Reservation Agreement changes the reservation of such parking spaces. Upon such a reservation and until any later Parking Space Reservation Agreement, only the Owner of the Condominium Unit to which the parking spaces have been reserved (and that Condominium Unit’s respective tenant and its guests, invitees and licensees) may use such parking spaces and no other Owner (or Owner’s tenant or their guests, invitees or licensees) may use such parking spaces.

2. No Further Amendments; Conflicts. Except as set forth above, the Declaration remains unchanged and in full force and effect in accordance with its terms. In the event of any conflict between this Amendment and the Declaration, this Amendment shall control.

