

SECOND AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
THE GLEN @ HORIZON DRIVE CONDOMINIUM

THIS SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE GLEN @ HORIZON DRIVE CONDOMINIUM (the "Second Amendment") is made this 7th day of February, 2001 by The Glen @ Horizon Drive II, LLC, a Colorado limited liability company. It amends the Condominium Declaration recorded in Book 2626 at Page 614 ("Declaration") and Corrective Amendment ("Corrective Amendment") recorded in Book 2640 at Page 726, both of the records of Mesa County, Colorado.

RECITALS

- A. The Declarant made, executed and recorded the Declaration and Corrective Amendment.
- B. All defined terms in the Declaration shall have the same meaning herein.
- C. The Declarant wishes to further amend the Declaration, as amended by the Corrective Amendment, by removing the basement storage area underlying Building 17 of the project as a limited common element appurtenant to the Condominium Units in Building 17 in order to convey the same to the Association.
- D. The Declaration, as amended by the Corrective Amendment, may be amended pursuant to Article XVI of the Declaration by Owners representing an aggregate ownership interest, sixty (60%) percent or more of the Condominium Units, and all of the holders of first and second mortgages our Condominium Units consenting and agreeing to such revocation or amendment by instruments duly recorded.
- E. The Declarant is the owner of sixty (60%) percent or more of the Condominium Units in the Project, and all of the Condominium Units in Building 17.
- F. City Capital Corporation is the only Mortgagee of Condominium Units in Building 17.

NOW, THEREFORE, the Declarant makes this Second Amendment to the Declaration, as amended by the Corrective Amendment, as follows:

- 1. Paragraph 5.16 of the Declaration is hereby deleted in its entirety and replaced by the following:

"The basement area underlying Building 17, and shown and described as a Limited Common Element on the Condominium Map shall not be a Limited Common Element, and henceforth shall be known as Space "A". Space "A" shall be conveyed to the Association, by the Declarant, as property of the Association. Use of Space "A" shall be governed and administered by the Association by its Executive Board."

- 2. In all respects not herein modified, the Declaration, as amended by the Corrective Amendment is hereby ratified and confirmed. This Second Amendment shall be construed to supercede and override the Condominium Map reflecting the basement area underlying Building 17 as a Limited Common Element.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to the Declaration, as amended by the Corrective Amendment, to be made and executed.

THE GLEN @ HORIZON DRIVE II, LLC.

By CITY MOUNTAIN GRAND JUNCTION, LTD., LLLP., a Colorado limited liability limited partnership, Sole Manager
 By ROCKY MOUNTAIN CONSTRUCTION GRAND JUNCTION, INC., a Colorado corporation, its General Partner

By: William Engelman
 William Engelman, President

STATE OF COLORADO }
 COUNTY OF PITKIN } ss.

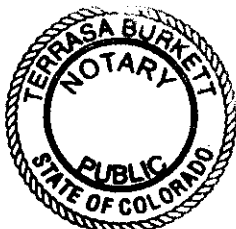
The foregoing instrument was acknowledged before me on the 12th day of February, 2001, by William Engelman, as President of Rocky Mountain Construction, Grand Junction, Inc., General Partner of City Mountain Grand Junction, LTD, LLLP, Sole Manager of The Glen @ Horizon Drive II, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 5/18/04

[Seal]

Denasa Burkett
 Notary Public



MY COMMISSION EXPIRES:
 MAY 18 2004

The undersigned being the sole and only holder of Deeds of Trust and Mortgages encumbering Building 17 of the Glen @ Horizon Drive Condominium, hereby consents and agrees to the foregoing Second Amendment to the Declaration, as Amendment by the Corrective Amendment.

CITY CAPITAL CORPORATION

By: Howard Engelman
Howard Engelman, Chairman of the Board

STATE OF COLORADO }
COUNTY OF PITKIN } ss.

The foregoing instrument was acknowledged before me on the 4th day of February, 2001, by Howard Engelman, as Chairman of the Board of City Capital Corporation, a California Corporation, for and as the act of that Corporation.

WITNESS MY HAND AND OFFICIAL SEAL.
My commission expires ~~My Commission Expires~~
November 13, 2003

[Seal]

Leonard M. Oates
Notary Public
