

**FIRST AMENDMENT
TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WILDWING SUBDIVISION**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILDWING SUBDIVISION (this "First Amendment") is made and entered into as of the 18th day of January, 2012, by WW DEVELOPMENT, LLC, a Colorado limited liability company, and DELTA PROPERTIES II, LLC, a Colorado limited liability company (collectively, "Owners").

RECITALS

A. A Master Declaration of Covenants, Conditions and Restrictions for WildWing Subdivision has been recorded November 20, 2007, under Reception No. 20070086611 of the Larimer County, Colorado records (the "Declaration").

B. The Declaration pertains to certain real property as more fully described therein (the "Property"), as well as certain additional real property described therein as the "Development Property."

C. Section 10.3 of the Declaration provides, in pertinent part, as follows with respect to amendment of the Declaration:

... any provision, covenant, conditions, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Members of the Association holding at least 2/3rds of the vote of the Association, and 2/3rds of First Mortgagees encumbering any lot in the Community. The approval of any duly adopted amendment or repeal shall be evidenced by certification by the Members of their votes to the Executive Board. The amendment or repeal shall be effective upon the recordation of a certificate executed by the President or a Vice President, and Secretary or an Assistant Secretary of the Association setting forth the amendment or repeal in full and certifying that the amendment or repeal has been duly adopted by the Members. Any amendment to the Declaration made hereunder shall be effective only when recorded ...

D. The undersigned Owners constitute two-thirds (2/3) or more of the Owners' Membership Interest in the Property and the Development Property, and the undersigned Lender constitutes First Mortgagee of two-thirds (2/3) or more of the lots.

 MICHAEL MAXWELL

8010 SOUTH COUNTY ROAD 5 #207
WINDSOR, CO 80528

E. To the extent necessary to give effect to the foregoing, Delta Properties II, LLC, as successor in interest to the original Declarant of the Declaration also hereby assigns to WW Development, LLC all Declarant's Rights as provided in the Declaration, and hereby designates WW Development, LLC as successor Declarant.

F. Owners and Lender desire to amend the Declaration as hereinafter provided, and new Declarant desires to evidence its approval and consent to such amendment.

NOW, THEREFORE, Owners and Lender (and new Declarant) hereby publish and declare that the Declaration is amended and modified as follows:

1. All applicable provisions of the Declaration hereby amended to provide that the "Declarant," for all purposes contemplated by the Declaration, including the exercise of any and all Declarant's Rights, shall be WW Development, LLC, a Colorado limited liability company (which shall specifically be deemed to be a "successor" of the original Declarant named in the Declaration).

2. Except as expressly amended and modified herein, the terms, covenants, conditions, easements, restrictions and reservations contained in the Declaration shall remain in full force and effect, and the Declaration, as amended and modified herein, shall be deemed to run with the property and shall be a burden and benefit to the Property, and binding upon the Owners thereof and any person or persons acquiring or owning any interest in the property, and their respective grantees, heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Declaration of Covenants, Conditions and Restrictions for WildWing Subdivision as of the day and year first above written.

WW DEVELOPMENT, LLC,
a Colorado limited liability company

By: 

Gary Hoover, Chief Operating Officer

DELTA PROPERTIES II, LLC,
A Colorado limited liability company

By: 

David Harshbarger, Manager

"Owners"

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 18th day of January, 2012, by Gary Hoover as Chief Operating Officer of WW DEVELOPMENT, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 4/5/2013

Theresa E. Myers
NOTARY PUBLIC
STATE OF COLORADO

My commission expires 04/05/2013

Theresa E. Myers
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 18th day of January, 2012, by David Harshbarger as Manager of DELTA PROPERTIES II, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 4/5/2013

Theresa E. Myers
NOTARY PUBLIC
STATE OF COLORADO

My commission expires 04/05/2013

Theresa E. Myers
Notary Public

CONSENT OF LENDER

The undersigned, constituting First Mortgagee of two-thirds (2/3) or more of the lots, hereby approves, ratifies, confirms and consents to the foregoing First Amendment to Master Declaration of Covenants, Conditions and Restrictions for WildWing Subdivision.

IN WITNESS WHEREOF, the undersigned has caused its name to be hereunder subscribed by its DIRECTOR OF RISK MANAGEMENT and its corporate seal to be hereunto affixed by _____, this the 18th day of January _____, 2012.

BANK OF COLORADO,
a banking association

By: David Harshbarger *DRM*
David Harshbarger, Director
Risk Management

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 18th day of January, 2012, by David Harshbarger, as Director Risk Management of BANK OF COLORADO, a banking association.

WITNESS my hand and official seal.

My commission expires: 4/5/2013

Theresa E. Myers
NOTARY PUBLIC
STATE OF COLORADO

My commission expires 04/05/2013

Theresa E. Myers
Notary Public

