

EXHIBIT A
TO
FIRST AMENDMENT TO THE DECLARATION OF ASSOCIATION
FOR ST. ANTON HIGHLANDS FIRST ADDITION

7.5. LIEN FOR ASSESSMENTS – (1) The Association shall have a lien on a lot for any assessment levied against that lot or fines imposed against its lot owner. Fees, charges, late charges, attorney fees, fines, and interest charged to the lot are enforceable as assessments. The amount of the lien shall include all those items set forth in this section from the time such items become due. If an assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

(2) (a) A lien under this section is prior to all other liens and encumbrances on a lot except:

- (I) Liens and encumbrances recorded before the recordation of the Declaration;
- (II) A security interest on the lot which has priority over all other security interests on the lot and which was recorded before the date on which the assessment sought to be enforced became delinquent; and
- (III) Liens for real estate taxes and other governmental assessments or charges against the lot.

(b) Subject to paragraph (d) of this subsection (2), a lien under this section is also prior to the security interests described in subparagraph (II) of paragraph (a) of this subsection (2) to the extent of an amount equal to the common expense assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six months immediately preceding institution by either the Association or any party holding a lien senior to any part of the Association lien created under this section of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien.

(c) This subsection (2) does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other assessments made by the Association.

(d) The Association shall have the lien described in subsection (1) of this section for any assessment levied or fine imposed after the date of recording of the First Amendment to the Declaration of Association. Such lien shall have the priority described in this subsection (2) if the other lien or encumbrance is created after the date of recording of the First Amendment to the Declaration of Association.

(e) The Association's lien on a lot for assessments and other amounts shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a Deed to land subject to this Declaration shall constitute waiver of the homestead and any other exemption as against said Association lien.

(3) If two or more associations have liens for assessments created at any time on the same property, those liens have equal priority.

(4) Recording of the First Amendment to the Declaration of Association constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessments is required. However, the Board of Directors or any agent of the Association may prepare, and record in the county in which the applicable lot is located, a written Notice of Assessment Lien, setting forth the amount of the unpaid indebtedness, the name(s) of the owner(s) of the lot, and a description of the lot. If a Notice of Assessment Lien is recorded, the costs and expenses thereof shall be added to the assessments for the lot against which it is filed and collected as part and parcel thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate.

(5) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within six years after the full amount of assessments become due.

(6) This section does not prohibit actions or suits to recover sums for which subsection (1) of this section creates a lien or to prohibit the Association from taking a Deed in lieu of foreclosure.

(7) The Association shall be entitled to costs and reasonable attorney fees incurred by the Association in a judgment or decree in any action or suit brought by the Association under this section.

(8) The Association shall furnish to a lot owner or such lot owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such owner's lot. The statement shall be furnished within fourteen calendar days after receipt of the request and is binding on the Association, the Board of Directors, and every lot owner. If no statement is furnished to the lot owner or holder of a security interest or his or her designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the lot for unpaid assessments which were due as of the date of the request.

(9) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the lot owner to collect all sums alleged to be due from the lot owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's common expense assessments.