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CONDOMINIUM DECLARATION  
FOR  
SNOWSCAPE CONDOMINIUMS

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Paragraph

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ARLEN F. WARD

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CONDOMINIUM DECLARATION  
FOR  
SNOWSCAPE CONDOMINIUMS

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration," is made and executed in Summit County, Colorado, this 23rd day of October, 1980, by AMBER ENTERPRISES, INC., a Colorado corporation, hereinafter called "Declarant."

R E C I T A L S

WHEREAS, Declarant is the owner of certain real property situate in the County of Summit, State of Colorado, as more particularly described in subparagraph 1(j) hereof.

WHEREAS, Declarant intends to construct certain improvements which consist of condominiums for residential purposes on the Property.

WHEREAS, Declarant desires to establish a condominium project to be known as Snowscape Condominiums upon the Property and to sell and convey the same to various purchasers subject to the covenants, conditions, and restrictions herein reserved to be kept and observed.

WHEREAS, Declarant desires and intends by filing this Declaration to submit the Property and all buildings, structures and other improvements thereon, together with all appurtenances thereto, to the provisions of this declaration and to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Condominium Units and the Owners thereof.

NOW, THEREFORE, Declarant does hereby publish and declare that the Condominium Project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied and used subject to the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations, all of which shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the Property and improvements, their grantees, successors, heirs, executors, administrators, devisees or assigns.

1. Definitions. Unless the context shall expressly provide otherwise:

(a) "Unit" means an individual air space which is contained within the windows, doors and finished perimeter walls, floors (or lowermost floors, if it is an individual air space Unit containing more than one level) and ceilings (or the uppermost ceilings, if it is an individual air space Unit containing more than one level) of each Unit as shown on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained. A "Condominium Unit" is a Unit together with an appurtenant undivided interest in the Common Elements as shown on Exhibit A. The term "finished perimeter walls, floors and ceilings" as used herein shall not include any paint, carpeting, wallpaper, paneling, or other wall, floor or ceiling decorator treatment. The fire box of each fireplace opening into a Condominium Unit shall be considered part of the Limited Common Elements of the Condominium Unit into which it opens, as shown on the Map.

(b) "Owner" means a person, firm, corporation, partnership, cooperative association, association or other legal entity, or any combination thereof, who own(s) one or more Condominium Units.

(c) "Common Elements" means the General Common Elements and all Limited Common Elements.

(d) "General Common Elements" means all of the Project, except all of the Units and the Limited Common Elements as hereinafter defined, including

(1) the property;

(2) all structural components, including but not limited to the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of such Building or Buildings, partition walls, non-perimeter floors, non-perimeter division walls, chimneys, flues, and heat ducts;

(3) green or open space areas, yards, gardens, walks, walkways, parking areas and storage spaces;

(4) installations of central services such as power, lights, gas, hot and cold water, heating, refrigeration, waste removal, other utilities (including all pipes, ducts, flues, wires, cable, and conduit used in connection with such items, whether located in common areas or within Units);

(5) the tanks, pumps, motors, fans, compressors, ducts in general, all apparatus and installations existing for common use;

(6) all other parts of the Property necessary or convenient to its existence, maintenance, and safety where normally in common use.

(e) "Limited Common Elements" means those Common Elements which are either limited to and reserved for the exclusive use of an Owner or are limited and reserved for use by more than one but fewer than all of the Owners of the Condominium Units as designated, located, or shown on the Condominium Map by legend, symbol, or word.

(f) "Condominium Project" or "Project" means all of the land and improvements submitted to this Declaration.

(g) "Common Expenses" mean and include expenses of administration, operation and management of the Project, and the expense of maintenance, repair or replacement of the Common Elements and all other expenses declared Common Expenses by provisions of this Declaration and the Bylaws of the Association.

(h) "Association of Unit Owners" or "Association" means the Snowscape Condominium Owners Association, a Colorado corporation, not for profit, its successors and assigns, the Articles of Incorporation and Bylaws of which, together with this Declaration shall govern the administration of the Project, the members of which shall be all of the Owners of the Condominium Units in every phase of the Project, as it may be expanded pursuant to this Declaration.

(i) "Condominium Map" or "Map" means the plat of the Snowscape Condominiums, as recorded under Reception No. 213813 of the Summit County records.

(j) "Property" means the land encompassing the Condominium Project as more particularly described as follows:

Snowscape Condominiums, according to the recorded plat thereof, under Reception No. 213812, County of Summit, State of Colorado.

Declarant reserves the right to amend the Map, from time to time, to establish, vacate and relocate easements.

(k) "Mortgage" as used herein shall mean any mortgage, deed of trust or other document pledging a Condominium Unit or interest therein as security for the payment of a debt or obligation.

(l) "Mortgagee" shall mean any person, corporation, partnership, trust, company, association or other legal entity which takes, owns, holds or receives a mortgage or deed of trust.

2. Division of Property into Condominium Units. The Property is hereby divided into fifteen (15) fee simple estates, each such estate consisting of one Condominium Unit. The Common Elements shall be held in common by the Owners in the fractional undivided interests set forth in Exhibit A attached hereto and hereby incorporated by reference.

3. Inseparability of a Condominium Unit. Each Unit and the appurtenant undivided interest in the Common Elements shall together comprise one Condominium Unit, shall be inseparable and may be conveyed, leased, devised or encumbered only as a Condominium Unit.

4. Description of Condominium Unit. A contract for the sale of a Unit written prior to the filing for record of this Declaration and the Map may legally describe a Condominium Unit by its identifying Unit number, followed by the words Snowscape Condominiums with further reference to the Declaration and the Map.

Subsequent to the filing of the Map and the recording of the Declaration, every deed, lease, mortgage, trust deed, will or other instrument may legally describe a Condominium Unit as follows:

Condominium Unit \_\_\_ according to the Condominium Declaration for Snowscape Condominiums recorded October 23, 1980, at Reception Number 213812, and the Map thereof recorded on Oct. 23, 1980, at Reception Number 213813 of the Summit County, Colorado records.

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Unit but also the Common Elements appurtenant thereto.

5. Ownership - Title. A Condominium Unit may be held and owned by more than one person as joint tenants or as tenants-in-common, or in any real property tenancy relationship recognized under the laws of the State of Colorado.

6. Non-Partitionability of Common Elements. The Common Elements shall be owned in common by all of the Owners of the Condominium Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements.

7. Easements. Each Unit in the Project shall be subject to the following easements:

(a) Utility Easements: There are hereby dedicated nonexclusive easements for the installation, maintenance, and use of utility lines serving one or more of the Units. The easements are granted to the Association, and the location of the easements are on and beneath the surface of the ground where the existing water, sewer, electric, telephone, and cable television lines are now installed. Parties providing or maintaining utilities shall have the right to enter upon the easements at any reasonable time for the maintenance, repair, and servicing of these utility lines. No Owner shall commit an act or omission which would cause an interruption in the utility service to another.

(b) Easement for Encroachments: If any portion of a structure built by Declarant encroaches upon or over an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered and determined to be encumbrances on the Units. Encroachments referred to herein include, but are not limited to, encumbrances caused by error in the original construction of any improvements, by error in the Map, by settling, rising or shifting of the earth, or by changes in the position caused by repair or reconstruction of the Project or any part thereof. Encroachments referred to herein specifically do not include encumbrances caused by the act of any Owner.

(c) Easement for Repairs, Maintenance and Emergencies: Some of the utility services and structural members are, or may be, located within a Unit or may be conveniently accessible only through a Unit. The Association, shall have a non-exclusive easement for access through each Unit, from time to time, during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the utilities or structural members located therein or accessible therefrom or for making any repairs therein necessary to prevent damage to another Unit. Damage to the interior or any part of a Unit resulting from emergency repairs, at the instance of the Association, shall be a Common Expense of all Owners. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconvenience or discomforts arising from the making of repairs and improvements or for action taken to comply with any law, ordinance or order of any governmental authority. Restoration of the damaged improvements shall be to substantially the same condition in which they existed prior to the damage. The foregoing notwithstanding, if any such damage is the result of the carelessness or the negligence of any Owner, then such Owner shall be solely responsible for the costs and expenses of repairing such damage.

There is also hereby created a non-exclusive emergency easement for ingress and egress across the Property for the use of any governmental agency.

(d) Common Elements Use: Each Owner, his invitees, guests, and family shall have a non-exclusive easement over and across the General Common Elements and Parking Area for ingress, egress, recreation, parking, and other purposes pursuant to Rules and Regulations that may be adopted from time to time by the Board of Managers.

8. Owners' Maintenance Responsibility for Unit. An Owner shall maintain and keep in repair his own Unit, including the fixtures and personal property therein, and the windows and doors in the walls that surround the unit. All fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of any improvements or impair any easement.

9. Termination of Mechanic's Lien Rights and Indemnification. Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Owner or his agent or his contractor, materialman, or subcontractor shall be the basis for filing of a lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Owner shall indemnify and hold each of the other Owners harmless from and against all liability or loss arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request. The Board of Managers identified in Paragraph 10(b) may in its discretion enforce such indemnity by collecting from the Owner of the Unit on which labor was performed and materials furnished, the amount necessary to discharge any lien and all costs incidental thereto, including reasonable attorneys' fees. If such amount is not promptly paid, the Board of Managers may collect the same in the manner provided herein for the collection of Assessments.

No mechanic's lien filed against all or part of the Property will be a valid lien except against the Unit or Units for which work was performed or materials were provided, and which are described in the lien statement. No other lien arising under the laws of Colorado shall relate to the entire Property, but shall relate only to one or more individual Units.

10. Administration and Management; Association; Managing Agent.

(a) The Association will be formed to manage the Common Elements as provided in this Declaration and to further the interests of all Owners of Units in the Project. The Association shall have all powers necessary or desirable to effectuate such purposes. Subject to the provisions of this Declaration, the administration and management of the Association shall be governed by the Articles of Incorporation and Bylaws thereof. An Owner of a Unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his ownership.

(b) Each Owner shall be entitled to one vote.

(c) The affairs of the Association shall be managed by a Board of Managers as is provided in the Articles of Incorporation and Bylaws of the Association. Notwithstanding anything to the contrary provided herein, until twelve (12) Units have been sold (meaning that title to said Condominium Units has been conveyed by the Declarant) or until January 30, 1983, whichever is earlier, the members of the Board of Managers shall be appointed by the Declarant and need not be Owners of Condominium Units. The Declarant shall have the option at any time to turn over control of the Board of Managers to the Owners upon sixty days' prior written notice.

(d) The Board of Managers may by resolution delegate any of its duties, powers and functions to a person or firm which will act as Managing Agent. No agreement for professional management of the Property, or any other contract providing services of the Declarant, may exceed three (3) years; any such agreement must provide for termination by either party without cause and without payment of a termination fee or ninety (90) days or less written notice. A portion of the Common Elements including improvements thereon may be used by either the Association or both the Association and Managing Agent as and for the offices in connection with administration and management.

11. Powers and Duties of the Association. By way of enumeration and without limitation the Association shall have the following powers and duties:

(a) Association as Attorney-in-Fact for owners: The Association is hereby irrevocably appointed attorney-in-fact for the Owners, and each of them, to manage, control and deal with the interest of such Owner in the Common Elements so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with the Project upon its destruction or obsolescence as hereinafter provided and to grant utility and other easements and rights of way through any portion of the Common Elements. The acceptance by any Owner of any interest in any Unit shall constitute an appointment of the Association as attorney-in-fact as provided above and hereinafter. The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the Project and to perform all of the duties required of it. Notwithstanding the above, unless one hundred percent (100%) of the first Mortgagees of Condominium Units and seventy-five percent (75%) of the Owners have given their prior written approval, the Association shall not be empowered or entitled to:

- (i) by act or omission, seek to abandon or terminate the Project;
- (ii) partition or subdivide any Condominium Unit;
- (iii) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any of the Common Elements;



(iv) use hazard insurance proceeds for loss to the improvements for other than repair, replacement or reconstruction of such improvements; or

(v) change the pro rata ownership interest or obligation of any Unit for the purpose of allocating the proceeds of hazard insurance or condemnation awards, or in order to alter the percentage of ownership interest of a Unit in the Common Elements.

(b) Common Elements: The Association, subject to the rights of Owners with respect to the interior of the Units, shall be responsible for the exclusive management and control of the General Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive, and sanitary condition. The Association shall be responsible for the maintenance and repairs of exterior surfaces of the Project, including without limitation, painting as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of other General Common Elements, including utility lines, and other improvements or material located within or used in connection with the General Common Elements. The specifications of duties of the Association with respect to particular Common Elements shall not be construed to limit its duties with respect to other Common Elements, as set forth in the first sentence of this Section. The cost of such management, operation, maintenance, and repair by the Association shall be borne as a Common Expense.

(c) Other Association Functions: The Association may undertake any activity, function or service for the benefit of or to further the interests of all, some or any Owners of Units on a self-supporting, special assessment or common assessment basis.

(d) Labor and Services: The Association (i) may obtain and pay for the services of a Managing Agent to manage its affairs, or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any party with whom or which it contracts; (ii) may obtain and pay for legal, accounting and other professional services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration; and (iii) may arrange with others to furnish lighting, heating, water, trash collection, sewer service and other common services.

(e) Property of Association: The Association may pay for, acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise. Upon termination of the Project and dissolution of the Association, if ever, the beneficial interest in any such property shall be deemed to be owned by the then Owners as tenants in common in the same proportion as their respective interest in the Common Elements. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. The transfer of title to a Unit under foreclosure shall transfer ownership in such property associated with the foreclosed Unit.

(f) Association Right to Lease and License Common Elements: Subject to the requirements of Paragraph 14 , the Association shall have the right to lease or license or permit the use of, by less than all Owners or by non-owners on either a short-term basis or long-term basis and with or without charge as the Association may deem desirable, any portion of the Common Elements or any Unit owned by the Association. The rights granted to the Association in this subparagraph shall only be used in the promotion of the collective best interests of the Owners.

(g) Mortgagee Inspection: The Association shall grant to each first Mortgagee of a Condominium Unit the right to examine the books and records of the Association at any reasonable time.

(h) Rules and Regulations: The Association shall have the right to adopt such Bylaws and to promulgate such reasonable rules and regulations as it deems necessary or desirable to effectuate the intent and to enforce the duties and obligations set forth in the Declaration and the Articles of Incorporation and Bylaws of the Association.

(i) Enforcement by Association: The Association may suspend any Owner's voting rights in the Association or the right of an Owner to use the Common Elements during any period or periods during which such Owner fails to comply with the Association's rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

(j) Implied Rights: The Association shall have and may exercise any right or privilege given to it expressly by this Declaration, or reasonably to be implied from the provisions of this Declaration, or given or implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

## 12. Insurance.

(a) The Board of Managers shall obtain and maintain at all times, to the extent obtainable, policies involving standard premium rates and written with companies licensed to do business in Colorado and having a Best's Insurance Report rating of Class VI or better, covering the risks set forth below. The Board of Managers of the Association shall not obtain any policy where: (i) under the terms of the insurance company's charter, bylaws or policy, contributions or assessments may be made against the Mortgagor or Mortgagee's designee; or (ii) by the terms of carrier's charter, bylaws or policy, loss payments are contingent upon action by the company's Board of Directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent Mortgagees or the Mortgagor from collecting insurance proceeds. The types of coverages to be obtained and risks to be covered are as follows, to-wit:

(1) Fire insurance with extended coverage and standard all risk endorsements, which endorsements shall include endorsements for vandalism and malicious mischief. Said casualty insurance shall insure the entire Project, and any property, the nature of which is a Common Element (including all of the Units and fixtures therein initially installed by the Declarant but not including furniture, furnishings or other personal property supplied by or installed by Owners) together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation. All policies shall contain a standard non-contributory mortgage clause in favor of each Mortgagee of a Unit, which shall provide that the loss, if any, thereunder, shall be payable to the Association for the use and benefit of Mortgagees as their interests may appear. Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions of this insurance paragraph, the Board of Managers or Managing Agent shall obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the entire property, without deduction for depreciation, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions of this insurance paragraph. In no event shall the insurance policy contain a co-insurance clause for less than one hundred percent (100%) of the full replacement. Determination of maximum replacement value shall be made annually by one or more written appraisals to be furnished by a person knowledgeable of replacement cost, and each first Mortgagee, if requested, shall be furnished with a copy thereof, within thirty (30) days after receipt of such written appraisals. Such amounts of insurance shall be contemporized annually in accordance with their currently determined maximum replacement value.

(2) If any part of the improvements on the Property are located in an area ever identified by the Secretary of Housing and Urban Development as an area having special flood hazard and the sale of Flood Insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy flood insurance on the applicable portion of the Property in an amount which is the lesser of the maximum amount of insurance available under the Act or the aggregate of the unpaid principal balances of the Mortgages on the Units within the designated area.

(3) Public liability and property damage insurance in such limits as the Board of Managers of the Association may from time to time determine, but not in an amount less than \$500,000.00 per injury, per person, per occurrence and umbrellas liability limits of \$1,000,000.00 per occurrence, covering claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the project. Said policy shall also contain a "severability of interest" endorsement.

(4) Workman's Compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(5) The Association shall purchase adequate fidelity coverage against dishonesty of employees, destruction or disappearance of money or securities and forgery in an amount at least equal to one hundred fifty percent (150%) of the Association's annual operating expenses. said policy shall also contain endorsements thereto covering any persons who serve the Association without compensation.

(6) The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including plates or other glass insurance and any personal property of the Association located thereon.

(b) All policies of insurance to the extent obtainable shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Condominium Unit Owner and shall provide that such policies may not be cancelled or modified without at least ten (10) days prior written notice to all of the insureds, including Mortgagees. If requested in writing by one or more of the Mortgagees, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all Mortgagees at least ten (10) days prior to expiration of the then current policies. The insurance shall be carried in blanket form naming the Association as the insured, as attorney-in-fact for all of the Condominium Unit Owners, which policy or policies shall identify the interest of each Condominium Unit Owner (Owner's name and Unit number designation) and first Mortgagee. Further, the Association shall require the insurance company or companies providing the insurance coverages described herein to provide each Owner and Mortgagee a Certificate of Insurance in regard to such Owner's individual Condominium Unit.

(c) Condominium Unit Owners may carry other insurance for their benefit and at their expense, provided that all such policies shall contain waivers of subrogation, and provided further that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

(d) Insurance coverage on furnishings, including carpet, draperies, oven, range, refrigerator, wallpaper, disposal and other items of personalty or other property belonging to an Owner and public liability coverage with each Unit shall be the sole and direct responsibility of the Unit Owner thereof, and the Board of Managers, the Association and the Managing Agent shall have no responsibility therefor.

(e) In the event that there shall be any damage or destruction to, or loss of or taking of a Unit which exceeds \$1,000.00 or any damage or destruction to, or loss to or taking of the Common Elements which exceeds \$10,000.00, then notice of such damage or loss or taking shall be given by the Association to each first Mortgagee of said Condominium Unit within ten (10) days after the occurrence of such event and the cost of repair is determined.

13. Compliance with Provisions of Declaration, Articles of Incorporation, and Bylaws of the Association. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and the decisions, rules and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Managing Agent or Board of Managers in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

14. Assessment for Common Expenses. All Owners shall be obligated to pay the estimated assessments imposed by the Board of Managers of the Association to meet the Common Expenses. The assessments shall be made prorata according to each Owner's percentage interest in and to the Common Elements. However, to the extent an Owner's use of a Unit or the utility lines serving his Unit disproportionately increases any item of the Common Expenses of the Project, the Board shall assess such Owner for such increase. Assessments for the estimated Common Expenses shall be due monthly and in advance on the first day of each month. At the option of the Board of Managers, such assessments may be due and payable quarterly in advance each year.

The assessments made for Common Expenses shall be based upon such aggregate sum as the Board of Managers of the Association shall from time to time determine is to be paid by all of the Unit Owners to provide for the payment of all estimated expenses growing out of or in connection with the maintenance and operation of Units and of the Common Elements, which sum shall include but shall not be limited to, expenses of management; taxes and special assessments, until separately assessed; premiums for insurance; telephone; landscaping and care of grounds; lighting; repairs and renovations; trash collections; wages; water charges; legal, accounting and other professional fees; expenses and liabilities incurred by the Managing Agent or Board of Managers under or by reason of this Declaration; any deficit remaining from a previous period; the creation of a reasonable contingency or reserve fund for maintenance, repairs, and replacement of those common elements that must be replaced on a periodic basis. Declarant shall have no obligation to pay the estimated Common Expense assessment on units owned by Declarant, but Declarant shall pay to the Association a sum equal to the difference between the monthly cost of operating and maintaining the Common Elements, exclusive of reserves, and the amount of Common Expense assessments payable by other Owners. The Declarant's obligation shall terminate when Declarant relinquishes its right to elect the Association's Board. The Association may require an Owner, other than Declarant, upon the acquisition of a Unit, either from Declarant or from a previous Owner, to deposit with the Association up to an amount equal to three times the amount of the then current monthly assessment, which sum shall be held as a reserve and for working capital. Such assessment reserve shall not relieve an Owner from making the regular payments of the Common Expense assessment as the same becomes due. Upon transfer of his Unit, an Owner shall be entitled to a credit from his transferee for any unused portion thereof.

The omission or failure of the Board of Managers to fix the assessment for any year shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Upon payment of a fee of \$25.00 and upon the written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Condominium Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium Unit. Unless such request shall be complied with within twenty (20) days after receipt of said request by the Association, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. If the request is made by a prospective purchaser, both the lien for the unpaid assessment and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within the twenty (20) day period herein; provided thereafter, an additional written request is made by such purchaser and is not complied with within ten (10) days and the purchaser subsequently acquires the Condominium Unit.

In addition to the assessments authorized above, the Board of Managers of the Association may from time to time, determine, levy, and assess in any calendar year, a special assessment not to exceed Five Thousand Dollars (\$5,000.00) in the aggregate for all Units, applicable to that particular year for the purpose of defraying, in whole or in part, the unbudgeted costs, payments for any deficit remaining from a previous year, fees and expenses of any construction, reconstruction, repair, demolition, replacement, or maintenance of the Common Elements, the Property or any facilities located thereon, specifically including any fixtures and personal property related thereto. The amounts determined pursuant to this paragraph shall be assessed to each Owner in accordance with his share set forth on Exhibit A and shall be due and payable as set forth in the notice of assessment promulgated by the Board of Managers.

15. Owners' Personal Obligation for Payment of Assessments. The amount of the assessment shall be the personal and individual debt of the Owner thereof. No owner may exempt himself from liability for the assessment by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his real property interest. In the event of default in the payment of the assessment, the Owner shall be obligated to pay interest and late charges at the rate and in the amount set by the Board of Managers from the due date of the assessment together with all expenses, including attorneys' fees, incurred in the collection thereof. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

16. Assessment Lien. All sums assessed, but unpaid, for the share of expenses chargeable to any Condominium Unit shall constitute a lien on such Condominium Unit superior to all other liens and encumbrances, except only for:

(a) Tax and special assessment liens on the Condominium Unit in favor of any governmental unit, and

(b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

To evidence such lien, the Board of Managers or the Managing Agent shall prepare a simple written notice of lien assessment setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium Unit, and a description of the Condominium Unit. Such a notice shall be signed by one of the Board of Managers or by one of the officers of the Association or by the Managing Agent and shall be recorded in the office of the Clerk and Recorder of the County of Summit, Colorado. Such lien for the Common Expenses shall attach from the date of such recordation. Such lien may be enforced by the foreclosure of the defaulting Owner's Condominium Unit by the Association in like manner as a mortgage on real property subsequent to the recording of a notice or claim thereof. In any such proceedings the Owner shall be required to pay the costs, expenses and attorneys' fees incurred for filing the lien, and in the event of foreclosure proceedings, the additional costs, all expenses and reasonable attorneys' fee incurred. The Owner of the Unit being foreclosed shall be required to pay to the Association the monthly assessment for the Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same.

In the event of a default by the owner or Mortgagee of a Unit which continues for a period of thirty days, the Association shall give prompt written notice of the default to the first Mortgagee of the Unit.

Any first Mortgagee who obtains title to a Unit pursuant to foreclosure of the mortgage or deed of trust, or by a deed in lieu thereof, will not be liable for such Unit's unpaid assessments which accrue prior to acquisition of title to such Unit by the Mortgagee.

17. Liability for Common Expense Upon Transfer of Condominium Unit is Joint. The grantee of a Condominium Unit, except a first Mortgagee who acquires a Condominium Unit by foreclosure or a deed in lieu of foreclosure, shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment of a reasonable fee, and upon written request, any such prospective grantee shall be entitled to a written statement from the Association setting forth the amount of the unpaid assessments, if any, with respect to the subject Condominium Unit, the amount of the current monthly assessment, the date that such assessment becomes due, which statement shall be conclusive upon the Association. Unless the request for such a statement shall be complied with within ten days, then such requesting grantee shall not be liable for, nor shall the Condominium Unit conveyed be subject to, a lien for any unpaid assessments against the subject Condominium Unit. The provisions contained in this paragraph shall not apply upon the initial transfer of the Condominium Units by Declarant.

Upon payment of a reasonable fee and upon the written request of any Owner or any Mortgagee or prospective Mortgagee of a Condominium Unit, the Association shall issue a written statement setting forth the amount of the unpaid Common Expenses, if any, with respect to the subject Unit, the amount of the current monthly assessment and the date that such assessment becomes due, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless the request for a statement of indebtedness shall be complied with within ten days, all unpaid Common Expenses which become due prior to the date of making such request shall be subordinate to the lien of the person requesting such statement.

18. Mortgaging a Condominium Unit - Priority. Any Owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The Owner of a Condominium Unit may create junior mortgages on the following conditions: (1) That any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for Common Expenses, and other obligations created by this Declaration, the Articles of Incorporation and the Bylaws of the Association; and (2) That the Mortgagees under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior Mortgagee upon written request of the Association, and if not furnished, may be executed by the Association as an attorney-in-fact for such junior mortgage.

19. Damage, Destruction, Obsolescence, or Condemnation. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project upon its destruction, repair or obsolescence. Title to any Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with the Project upon its destruction or obsolescence as is hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Condominium Unit Owner which is necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each Unit and the Common Elements having substantially the same boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration or replacement unless the Owners and all first Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.



(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvement(s).

(b) In the event the insurance proceeds are insufficient to repair and reconstruct the improvements, the deficiency shall be a Common Expense and made pro rata to the extent that the deficiency applies to the Common Elements. To the extent that the deficiency applies to a Unit, the deficiency assessment shall be against the Owner of the damaged Unit. Any such assessments shall be equal to the amount by which the cost of reconstruction or repair of the improvements on a Unit exceeds the insurance proceeds and other funds allocable to such Unit. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds available to the Owner for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of the Owner and a lien on his Unit and may be enforced and collected as provided herein. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Unit of the delinquent Owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this paragraph. The delinquent Owner shall be required to pay to the Association the costs and expenses for filing the notices, interest on the amount of the assessment and all reasonable attorneys' fees. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (1) For payment of the balance of the lien of any first mortgages;
- (2) For payment of taxes and special assessment liens in favor of any assessing entity and customary expenses of sale;
- (3) For payment of unpaid Common Expenses and all costs, expenses and fees incurred by the Association;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(c) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is more than seventy percent (70%) of the total replacement cost of all of the Condominium Units, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a special

assessment to be made against all of the Owners and their Condominium Units, provided, however, that Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the Common Elements and at least seventy-five percent (75%) of the First Mortgagees of record may agree not to repair or reconstruct the improvements; and in such event, the Association must record a notice setting forth such fact or facts within one hundred eighty (180) days after the casualty, and upon the recording of such notice to the Association's President and Secretary or Assistant Secretary, the entire Project shall be sold by the Association pursuant to the provisions of this Section, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Map, Articles of Incorporation and Bylaws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Owner's interest in the common elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the Condominium Units. Each such account shall be in the name of the Association, and shall be further identified by the Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact shall forthwith use and disburse the total amount of each of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first Mortgagee encumbering the Condominium Unit represented by such separate account. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire Property. Such apportionment shall be based upon each Condominium Unit Owner's interest in the common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subsection (b) (1) through (5) of this paragraph. In the event that the damage is to be repaired or reconstruction is to be made then the provisions of subsection (b) of this paragraph shall apply.

(d) The Owners representing an aggregate ownership interest of fifty (50) Units, or more, may agree that the Common Elements are obsolete and adopt a plan for the renewal and reconstruction, which plan has the approval of eighty per cent (80%) of all first Mortgagees of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plan shall be recorded, and the expense of renewal and reconstruction shall be payable by all of the Owners as Common Expenses; provided, however, that an Owner not a party to such a plan for renewal or reconstruction may give written notice to the Association within fifteen days after the date of adoption of such plan that such Unit shall be purchased by the Association for the fair market value thereof. The Association shall then have thirty days thereafter within which to cancel such plan. If such plan is not cancelled, the Unit of the requesting Owner shall be purchased according to the following procedures. If such Owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten days following the commencement date, each party shall nominate in writing an

appraiser and give notice of such nomination to the other party. If either party fails to make such a nomination, the appraiser nominated shall, within five days after default by the other party, appoint and associate with him another appraiser. If the two designated or selected appraisers are unable to agree, they shall appoint another appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, each appraiser previously appointed shall nominate two appraisers and from the name of the four appraisers so nominated one shall be drawn by lot by any judge of any court of record in Colorado, and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten days of the failure of the two appraisers to agree, which, in any event, shall not be later than twenty days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, then such decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within fifteen days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds for the same purposes and in the same order as is provided in Subparagraph (b)(1) through (5) of this paragraph, except as modified herein.

(c) The Owners representing an aggregate ownership of fifty (50) Units, or more, may agree that the Units are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire premises shall be sold by the Association, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Map, and the Articles of Incorporation and of the Association Bylaws. The sales proceeds shall be apportioned between the Owners on the basis of each Owner's percentage interest in the Common Elements, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Unit. Each such account shall be in the name of the Association, and shall be further identified by the Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from one account to another, for the same purposes and in the same order as is provided in Subparagraphs (b)(1) through (5) of this paragraph.

(f) Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this paragraph shall apply:

(1) Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereafter called the "Condemnation Award" shall be payable to the Association.

(2) Complete Taking.

(i) In the event that the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners on the same basis of each Condominium Unit Owner's interest in the Common Elements, provided however, that if a standard different from the value of the property as a whole is employed as the measure of the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

(ii) On the basis of the principle set forth in the preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in subsections (b) (1) through (5) of this Paragraph.

(3) Partial Taking. In the event that less than the entire property is taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award. As soon as practicable the Association shall reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners as follows: (i) The total amount allocated to taking of or injury to the Common Elements, shall be apportioned among the Owners on the basis of each Owner's interest respectively in the Common Elements; (ii) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned; (iii) the respective amounts allocated to the taking of or damaged to a particular Unit and to the improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved and (iv) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances or as determined by judicial decree. If the allocation of the Condemnation Award is already established in negotiations, judicial decree or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be disbursed as soon as practicable in the same manner provided in subsections (b) (1) through (5) of this paragraph.

The Association shall timely notify each First Mortgagee of any Condominium Unit of the commencement of the condemnation proceedings or eminent domain proceedings and shall notify said Mortgagees in the event of the taking of all or any part of the common elements, if the value of the Common Elements taken exceeds \$10,000.00.

20. Revocation or Amendment to Declaration. This Declaration shall not be revoked unless all of the Owners and all of the holders of any recorded first mortgage or first deed of trust covering or affecting any or all of the Condominium Units unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of seventy-five per cent (75%), or more, of the Common Elements and all of the holders of any recorded first mortgage or first deed of trust covering or affecting any or all Condominium Units unanimously consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the fractional undivided interest in the Common Elements appurtenant to each Unit, as expressed in this Declaration, shall have a permanent character and shall not be altered (a) without the consent of all of the Condominium Unit Owners expressed in an amended Declaration duly recorded.

21. Restrictive and Affirmative Covenants. Each Owner, upon purchase of a Condominium Unit, submits to the following restrictions and/or obligations:

(a) Residential Use: Each Unit may be used and occupied for residential purposes only.

(b) Notwithstanding the provisions of subparagraph (a) Declarant, its agent, employees, and contractors shall be permitted to maintain during the period of sale of the Condominium Units in the Project upon such portion of the Property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the sale or rental of Condominium Units and interest, including, but not without limitation, a business office, storage area, signs, model Units, sales office, parking areas and lighting, and temporary parking facilities for all prospective tenants and purchasers of Declarant.

(c) No animals, of any kind, shall be raised, bred or kept on the property, except that dogs, cats or other household pets may be kept, subject to rules and regulations from time to time adopted and amended by the Association.

(d) No unsightly object or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Condominium Unit or any occupant thereof. The foregoing covenants shall not apply to the Association, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

(e) Restrictions and easements of record encumbering the Property are hereby incorporated by reference.

(f) No nuisances shall be allowed in the Project, nor any use or practice which is the source of annoyance to occupants or which interferes with the peaceful enjoyment or possession and proper use of the Property by its occupants. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard to exist. No Owner shall permit any use of his Unit or make use of the Common Elements which will increase the rate of insurance upon the Project.

(g) No immoral, improper, offensive or unlawful use shall be permitted or made of a Unit or any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

(h) No Owner shall have the power to time-share any Condominium Unit. As used in this paragraph "time-share" means division of the fee interest in a Condominium Unit according to time limitations. No instrument recorded in the records of the Summit County Recorder which divide the fee title to a Condominium Unit into time shares shall have any force or effect whatsoever.

22. Exculpatory Clause. Any Owners who acquire title to a Condominium Unit from the Declarant acknowledge and agree that the Declarant makes no warranty extending beyond one year after sale as to the fitness of said Condominium Unit or the electrical, plumbing, heating, or air conditioning systems situate therein, nor any warranties whatsoever concerning the structural integrity, footings, foundations, or roofs of the building or the condition and operations of any other common facilities that may be provided, and that the only warranties that may be applicable are such as may be set forth in the deed conveying title to the Owner, and any other manufacturer's warranties that may be applicable to a purchaser of a Condominium Unit.

23. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be either hand delivered or sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered address. All notices, demands or other notices intended to be served upon the Board of Managers of the Association or the Association shall be sent by certified mail, postage prepaid, to the Association, c/o John R. Stevens, Box E, Dillon, Colorado 80435 until such address is changed by a notice to all Owners.

24. Period of Ownership. The separate estates created by this Declaration and the Map shall continue until this Declaration is revoked in the manner and as is provided in Subparagraphs (c) or (e) of Paragraph 20 of this Declaration.

25. General.

(a) If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance.

(b) The provisions of this Declaration shall be in addition and supplemental to all provisions of law.

(c) That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

26. Rights of Declarant. Any rights reserved by Declarant in the Declaration, except rights that are a result of ownership by Declarant of one or more Units, will terminate on January 30, 1983 without need of notice or further action of the Board of Managers.

27. Reservation to Enlarge Condominium Project.

(a) Declarant, for itself, its successors and assigns, expressly reserves until December 31, 1986, the right to enlarge this Condominium Project to submitting additional real property (which is described in Exhibit B to the Declaration) and improvements thereon. Such additions shall be expressed in one or more Supplemental Maps and Supplemental Declarations recorded in the Summit County Recorder's Office. The reference to the Map and Declaration in any instrument shall be deemed to include any such Supplemental Maps and Supplemental Declarations without specific reference thereto.

(b) Such Supplemental Declaration shall describe the additionally submitted real property and shall provide for a division of the same and improvements thereon into Condominium Units. Each Unit shall be separately designated, and the undivided interest in and to the common elements appertenant to each such Unit shall be set forth. The Supplemental Map shall show at least the following:

The legal description of the land and a survey thereof; the location of the Units, both horizontally and vertically; the location of the improvements with respect to the exterior boundaries of the Property; the floor and elevation plans; the thickness of the common walls between or separating the Units; the location of any structural components or supporting elements located within a Unit; the Unit designation; the building designation; and the certificate of a registered professional engineer, licensed architect, or registered land surveyor certifying that the Map was prepared after substantial completion of the improvements shown thereon and is in substantial compliance with the boundaries, measurements, and improvements shown thereon.

(c) Except as may be otherwise provided by the provisions of any such Supplemental Declaration, all the provisions contained in this Declaration shall be applicable to such additional Units.

(d) As additional Units are submitted to this Project, the undivided interest in and to the common elements appurtenant to each such Unit shall not be a part of the common elements of the Units described and initially created by this Declaration and the Map, nor a part of the common elements of subsequently submitted Units; provided, however, that all Owners of Units in the Project shall have a non-exclusive right in common with all of the other Owners to use all of the common elements within this entire Project designated on the map and all supplements thereto.

(e) As additional Condominium Units are submitted to this Project, the Common Expenses of each Condominium Unit shall be determined by multiplying the total amount of funds needed by a fraction, the numerator of which shall be one, and the denominator shall be the total number of Condominium Units submitted to this Project. Further, each Condominium Unit, regardless of the number of Owners, shall be entitled to one (1) vote for all purposes hereunder, which shall not change by enlargement of the Project.

(f) It is now contemplated that the additional real property described on Exhibit B will ultimately be submitted to this Project, but the Declaration shall have no affirmative obligation to do so. The rights of the Declarant, as contained in this Declaration, shall apply to all additional real property submitted to this Project.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this 23<sup>rd</sup> day of October, 1980.

DECLARANT:

AMBER ENTERPRISES, INC.,  
a Colorado corporation

By: John R. Stevens  
John R. Stevens, President  
( )

SEAL

STATE OF COLORADO     )  
                                      ) ss.  
COUNTY OF SUMMIT     )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 1980, by John R. Stevens, as President of Amber Enterprises, Inc.

Witness my hand and official seal.

My commission expires: 1-2-82

Albert Bauer  
Notary Public  
( )

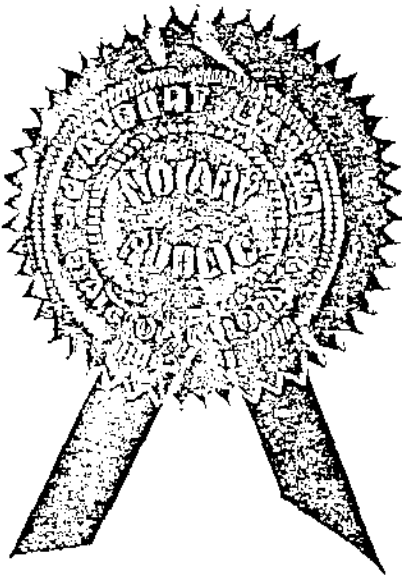




EXHIBIT A

TO CONDOMINIUM DECLARATION FOR  
SNOWSCAPE CONDOMINIUMS

Fractional interest in the Common Elements of the owner of each Unit:

PHASE ONE - BUILDING ONE

<u>Unit No.</u>	<u>Fractional Interest</u>
94300	1/15
94301	1/15
94302	1/15
94303	1/15
94304	1/15
94305	1/15
94401	1/15
94402	1/15
<u>94403</u>	1/15
94404	1/15
94405	1/15
94502	1/15
94503	1/15
94504	1/15
94505	1/15
Total	100%

EXHIBIT B

TO CONDOMINIUM DECLARATION FOR  
SNOWSCAPE CONDOMINIUMS

ADDITIONAL REAL PROPERTY

THAT TRACT OF LAND BEING AN EASTERLY PORTION OF LOT 29, WILDERNEST FILING NO.2, SUMMIT COUNTY, COLORADO, AS FILED FOR RECORD IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER, AND BEING THAT PORTION OF LOT 29 AS DESCRIBED IN BOOK 252 AT PAGES 366 AND 367 IN SAID OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 29, THENCE S 89 38'26" W A DISTANCE OF 549.50 FEET TO THE WEST LINE OF THAT PORTION OF LOT 29 AS DESCRIBED IN SAID BOOK 252 AT PAGES 366 AND 367, THENCE N 00 09'04" W ALONG THE WEST LINE OF THAT PORTION OF LOT 29 AS DESCRIBED IN SAID BOOK 252 AT PAGES 366 AND 367 A DISTANCE OF 489.94 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RYAN GULCH ROAD, A 60 FOOT WIDE RIGHT-OF-WAY AS DEDICATED ON SAID WILDERNEST FILING NO. 2; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE COURSES:

- 1) 290.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00 38'54", A RADIUS OF 25645.06 FEET AND CHORD WHICH BEARS S 77 43'11" E A DISTANCE OF 290.19 FEET;
- 2) S 77 23'44" E A DISTANCE OF 239.44 FEET;
- 3) 33.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01 47'34" AND A RADIUS OF 1071.46 FEET TO THE NORTHEAST CORNER OF SAID LOT 29;

THENCE S 00 09'04" E A DISTANCE OF 364.69 FEET TO THE POINT OF BEGINNING, CONTAINING 5.40 ACRES, MORE OR LESS.