

**SECOND AMENDMENT TO THE AMENDED AND RESTATED CONDOMINIUM  
DECLARATION OF OWL MEADOWS AT TELLURIDE**

**THIS SECOND AMENDMENT** (“**Declaration Amendment**”), dated and made effective as of July 23, 2015 (“**Effective Date**”), is made by The Owl Meadows Homeowners Association, Inc., a Colorado nonprofit corporation (“**Association**”). The Association hereby states as follows:

1. The Owl Meadows At Telluride Condominiums (“**Community**”) is an existing condominium community, formed by Owl Meadows, LLC, a Colorado limited liability company (“**Declarant**”) and located in The Town of Telluride, San Miguel County, Colorado, which was created pursuant to the following described documents (“**Governing Documents**”):

(a) Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as corrected by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150 (collectively the “**Declaration**”);

(b) The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records (“**First Map Supplement**”), as may be further amended and/or supplemented from time to time (collectively, the “**Map**”); and

(c) The Articles of Incorporation and the Bylaws for The Owl Meadows Homeowners Association, Inc., a Colorado nonprofit corporation.

2. The Community consists of certain real property, portions of which have been improved with certain “**Buildings**,” containing “**Units**” and “**Common Elements**” and other property designated as Common Elements, portions of which were further designated for the exercise “**Reserved Declarant Rights**”, all of which were established pursuant to and depicted and described in the Governing Documents.

3. The Declaration, in Article 14, established and reserved certain “**Reserved Declarant Rights**” within the Community, including, without limitation, the right to complete Improvements indicated on Maps filed with the Declaration (Section 14.2.1), the right to create and construct additional Units, Common Elements and Limited Common Elements and the right to convert Common Elements into Units (Section 14.2.7), the right to add Units into the Community and annex same into the Association (Section 14.2.8), the right to amend the Declaration in connection with the exercise of a Reserved Declarant Right (Section 14.2.4) and the right to amend the Declaration in connection with the exercise of a Reserved Declarant Right (Section 14.2.5). As detailed in paragraph 5 hereinbelow, the foregoing Reserved Declarant Rights have expired, and any extension grant hereof is a limited extension for purposes of buildout only, and not to further amend or modify the Declarations.

Consistent with the provisions of Article 14 of the Declaration, the Map designated various portions of the Community as being locations where the Declarant had reserved and could exercise its Reserved

Declarant Rights. Certain of the areas duly designated for the exercise of a Reserved Declarant Right were depicted and described on said Sheet One of the First Map Supplement as: (a) the "Existing Concrete Foundation", which was programmed to become Building Four (which was approved by the Historic and Architectural Review Committee of the Town of Telluride ("HARC") (and see below) to construct five Units and related Common Elements and Limited Common Elements), and (b) an area designated as "Reserved Declarant Right" which was programmed to become Building One (which was approved by HARC (see below) to construct two Units and related Common Elements and Limited Common Elements) ("**Building One and Four Reserved Declarant Rights Areas**"). The Building One and Four Reserved Declarant Rights Areas were reserved for the construction of certain Improvements, upon which Declarant reserved the right to exercise any or all of the Reserved Declarant Rights could be exercised.

4. Pursuant to the Declaration, the Declarant reserved the right to exercise any or all of the Reserved Declarant Rights through January 29, 2013 ("**Reserved Declarant Rights Expiration Date**"). As of the date hereof, the Reserved Declarant Rights Expiration Date has passed, and as such, any Declarant Rights have expired.

5. Declarant has requested and the Association and the requisite percentage of Unit Owners agree to reinstate the Reserved Declarant Rights, but only to the limited extent necessary and appropriate to construct and annex into the Association and the Community, Building One and Building Four and the Units of each specifically pursuant to the Plans and Specifications as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917 ("**Building One and Building Four Completion Rights**"). In conjunction therewith, to extend the Reserved Declarant Rights Expiration Date (exclusively for the Building One and Building Four Completion Rights) through the third anniversary of the Effective Date ("**Extended Building One and Building Four Completion Expiration Date**"). The Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are hereby extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Owl Meadows Homeowners Association and Community. As part of such grant, Declarant agrees to pay for and complete the Units, and the annexation. As stipulated in the Governing Documents, Declarant shall, in the case of each Unit, be responsible for Association dues and fees from the date of completion of such Unit, until the date of sale to a third party. For purposes hereof, the date of completion for each Unit shall be defined as the earliest of a) the date of issuance of a Certificate of Occupancy by the Town of Telluride ("Town") or, 2) the date of the Town's final sign off on a Building Permit, or 3) the date of issuance of the Architects' certificate of substantial completion of same. Any and all Units delinquent in payment of such dues and fees shall be subject to Lien by the Association, as such Lien rights are further defined and provided for in the Governing Documents. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, or the Association, are granted, or extended hereby. Accordingly, Article 14 of the Declaration is hereby modified to: (a) ratify and confirm the right of the Declarant, including its transferees and assigns, to exercise the Building One and Building Four Completion Rights, within and upon the Building One and Three Reserved Declarant Rights Areas, and (b) reflect the Extended Building One and Building Four Completion Rights.

6. The Association, through its Board of Directors, has secured the approval of the requisite voting interests of the Unit Owners to authorize and direct the Association to execute and record this Declaration Amendment ("**Unit Owner Consents**"), which Unit Owner Consents are appended to this Declaration Amendment as Exhibit "A".

7. Except as amended by the terms of this Declaration Amendment, the Declaration and Map shall otherwise remain in full force and effect, without further amendment or modification.

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APPROVED AS OF THE EFFECTIVE DATE.

ASSOCIATION:

The Owl Meadows Homeowners Association, Inc.,  
a Colorado nonprofit corporation

By: *Leonard Metheny*

Date: July 23, 2015

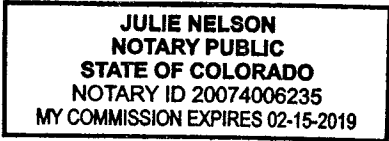
STATE OF Colorado )  
  )ss.  
COUNTY OF San Miguel

Subscribed to and sworn to before me this 23<sup>rd</sup> day of July, 2015, by Leonard Metheny  
as the President of The Owl Meadows Homeowners Association, Inc., a Colorado nonprofit  
corporation.

Witness my hand and official seal.

*Julie Nelson*  
Notary Public

My Commission Expires: 2-15-2019



**Exhibit "A"**  
**(Unit Owner Consents)**

## OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 3, Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "**Declaration**"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("**First Map Supplement**"), as may be further amended and/or supplemented from time to time (collectively, the "**Map**")

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("**Second Declaration Amendment**"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors("Board")

3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment. and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By: Michael Bridge  
Name: Michael Bridge

Date: 7/22/15  
Title: Owner

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

### OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 4, Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "**Declaration**"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("**First Map Supplement**"), as may be further amended and/or supplemented from time to time (collectively, the "**Map**")

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("**Second Declaration Amendment**"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors("Board")

3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

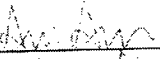
4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second



Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By:   
Name: ANN ALEXANDER

Date: 7-22-15  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 6, Owl Meadows At Telluride Condominiums (“**Unit**”), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the “**Declaration**”); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records (“**First Map Supplement**”), as may be further amended and/or supplemented from time to time (collectively, the “**Map**”)

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride (“**Second Declaration Amendment**”), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. (“**Association**”); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride (“**HARC**”), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors (“**Board**”)

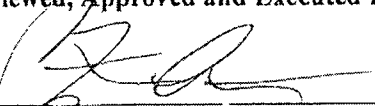
3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By:   
Name: ROBERT ATLASS

Date: 7/22/15  
Title: MANAGER POWDER HOUND PRULIFE

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 7, Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "**Declaration**"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("**First Map Supplement**"), as may be further amended and/or supplemented from time to time (collectively, the "**Map**")
  
2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("**Second Declaration Amendment**"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:
  - a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
  - b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors ("Board")
  
3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.
  
4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.
  
5. Upon consent by 67% of the Members. I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required. (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By: [Signature]  
Name: JOSEPH MARTIN

Date: 7-22-15  
Title: owner/trustee

By: [Signature]  
Name: MOLLY MARTIN

Date: 7/22/15  
Title: owner/trustee

## OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 13, Owl Meadows At Telluride Condominiums (“Unit”), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the “**Declaration**”); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records (“**First Map Supplement**”), as may be further amended and/or supplemented from time to time (collectively, the “**Map**”)

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride (“**Second Declaration Amendment**”), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. (“Association”); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride (“HARC”), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors (“Board”)

3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By: Steven Gumble  
Name: Steven B Gumble

Date: 07/20/2015  
Title: Owner

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

### OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 15 Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "**Declaration**"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("**First Map Supplement**"), as may be further amended and/or supplemented from time to time (collectively, the "**Map**")
2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("**Second Declaration Amendment**"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:
  - a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
  - b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors ("Board")
3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.
4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.
5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second



Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By: Mark Quick  
Name: Mark Quick

Date: 7/11/15  
Title: Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

### OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 16, Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "**Declaration**"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("**First Map Supplement**"), as may be further amended and/or supplemented from time to time (collectively, the "**Map**")

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("**Second Declaration Amendment**"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors("Board")


3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

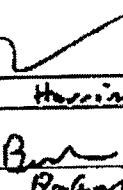
5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By:   
Name: Jay Harrington

Date: 8/22/15  
Title: \_\_\_\_\_

By:   
Name: Tom Babin

Date: \_\_\_\_\_  
Title: 8/22/15

## OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 17, Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "**Declaration**"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("**First Map Supplement**"), as may be further amended and/or supplemented from time to time (collectively, the "**Map**")

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("**Second Declaration Amendment**"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors("Board")

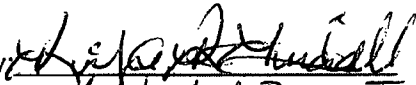
3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

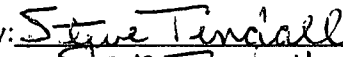
5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By:   
Name: Kimberly A. Pioneer-Tindall

Date: 7/12/15  
Title: —

By:   
Name: Steve Tindall

Date: 7-12-15  
Title: —

## OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 18, Owl Meadows At Telluride Condominiums ("Unit"). Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "**Declaration**"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("**First Map Supplement**"), as may be further amended and/or supplemented from time to time (collectively, the "**Map**")

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("**Second Declaration Amendment**"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors ("Board")


3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

4. I/We understand that the Declarant has had a Promissory Note outstanding to the HOA. I/We further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.


5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate application(s) with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required; (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

Reviewed, Approved and Executed By the Undersigned.

By:   
Name: PETER SKITE

Date: 7/10/15  
Title: OWNER

By:   
Name: MARY WICKWIRE-SANTE

Date: 7/10/15  
Title: OWNER

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## OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 20, Owl Meadows At Telluride Condominiums (“**Unit**”), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the “**Declaration**”); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records (“**First Map Supplement**”), as may be further amended and/or supplemented from time to time (collectively, the “**Map**”)

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride (“**Second Declaration Amendment**”), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. (“**Association**”); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride (“**HARC**”), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors (“**Board**”)

3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

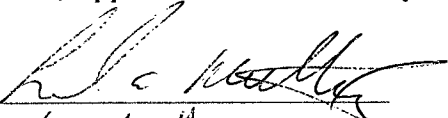
4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second



Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By:   
Name: Lea Metheny  
Owl Meadows #20, LLC

Date: 7/20/15  
Title: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 21, Owl Meadows At Telluride Condominiums (“**Unit**”). Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the “**Declaration**”); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records (“**First Map Supplement**”), as may be further amended and/or supplemented from time to time (collectively, the “**Map**”)

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride (“**Second Declaration Amendment**”), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. (“**Association**”); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride (“**HARC**”), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors (“**Board**”)

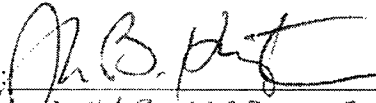
3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA. are granted, or extended.

4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By:   
Name: JOHN B. HARRINGTON

Date: 07-22-15  
Title: OWNER

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 22, Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "**Declaration**"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("**First Map Supplement**"). as may be further amended and/or supplemented from time to time (collectively, the "**Map**")

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("**Second Declaration Amendment**"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors("Board")

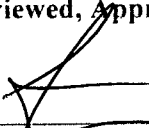
3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment. and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By:  \_\_\_\_\_

Name: Tina M. Mays  
mtw Colorado, LLC

Date: 7/7/15

Title: Mgr

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

## OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I am the current fee simple owner of Unit 22, Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 26, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and or supplemented from time to time (collectively, the "**Declaration**"), and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391349 in the Official Records ("**First Map Supplement**"), as may be further amended and or supplemented from time to time (collectively, the "**Map**").

2. I have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("**Second Declaration Amendment**"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and of the Town of Telluride and approved by the Association Board of Directors ("Board").

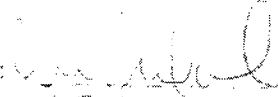
3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

4. I understand that the Declarant has had a Promissory Note outstanding to the HOA. I further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

5. Upon consent by 67% of the Members, I hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required; (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (c) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By:   
Name: Victoria Preston

Date: 7/14/15  
Title: Owner

By:   
Name: Victoria Preston

Date: 7/18/15  
Title: Owner

### OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 24, Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "Declaration"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("First Map Supplement"), as may be further amended and/or supplemented from time to time (collectively, the "Map")
2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("Second Declaration Amendment"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:
  - a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
  - b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors ("Board")
3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.
4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.
5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second



Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By: Janise Becker  
Name: Janise Becker

Date: 7/11/15  
Title: owner trustee

By: Thomas Restaino  
Name: Thomas Restaino

Date: 7/11/15  
Title: owner, trustee

### OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 25 Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "**Declaration**"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("**First Map Supplement**"), as may be further amended and/or supplemented from time to time (collectively, the "**Map**").

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("**Second Declaration Amendment**"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors ("Board")

3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

4. I/We understand that the Declarant has had a Promissory Note outstanding to the HOA. I/We further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By: Marybeth L. Gudal  
Name: Marybeth K. Gudal

Date: 7/14/15  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 26, Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "**Declaration**"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("**First Map Supplement**"), as may be further amended and/or supplemented from time to time (collectively, the "**Map**")

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("**Second Declaration Amendment**"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors("Board")


3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By:   
Name: Tracy Rosati

Date: 7/14/15  
Title: \_\_\_\_\_

By:   
Name: DEBORAH ROSENTHAL

Date: 7/14/15  
Title: \_\_\_\_\_

### OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. *JL* I/We are the current fee simple owner of Unit 27 Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "Declaration"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("First Map Supplement"), as may be further amended and/or supplemented from time to time (collectively, the "Map")
2. *JL* I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("Second Declaration Amendment"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:
  - a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
  - b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors ("Board")
3. *JL* As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.
4. *JL* I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.
5. *JL* Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By: JoAnne O. Leikam Date: \_\_\_\_\_  
Name: JoAnne O. Leikam Family Trust Title: \_\_\_\_\_  
TRUSTOR AND TRUSTEE  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

## OWNERS AUTHORIZATION AND CONSENT

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 29, Owl Meadows At Telluride Condominiums (“Unit”), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the “**Declaration**”); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records (“**First Map Supplement**”), as may be further amended and/or supplemented from time to time (collectively, the “**Map**”)

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride (“**Second Declaration Amendment**”), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. (“Association”); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride (“HARC”), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors (“Board”)

3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second



Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

By: Chris Hill  
Name: Chris Hill

Date: 7/16/15  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

970-259-9750

**OWNERS AUTHORIZATION AND CONSENT**

The undersigned, being first duly sworn, does under oath hereby state and affirm as follows:

1. I/We are the current fee simple owner of Unit 30, Owl Meadows At Telluride Condominiums ("Unit"), Town of Telluride, San Miguel County, Colorado, pursuant to that certain Condominium Declaration for Owl Meadows At Telluride recorded on January 30, 2006 in Reception No. 381147, as amended by the First Amendment to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on April 11, 2006 in Reception No. 383295, as supplemented by the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on March 29, 2007 in Reception No. 391550, as correct by the Corrective Amendment to the First Supplement to the Amended and Restated Condominium Declaration for Owl Meadows At Telluride recorded on June 20, 2007 in Reception No. 394575, and the Second Corrective Amendment to the Governing Documents for Owl Meadows At Telluride, recorded on April 21, 2010 in Reception No. 412150, as may be further amended and/or supplemented from time to time (collectively the "Declaration"); and The Condominium Map for Owl Meadows At Telluride recorded on January 27, 2006 in Plat Book 1, Page 3612, Reception No. 381087, as supplemented by the First Map Supplement to the Condominium Map for Owl Meadows At Telluride recorded on March 29, 2007 in Plat Book 1, Page 3818, Reception No. 391549 in the Official Records ("First Map Supplement"), as may be further amended and/or supplemented from time to time (collectively, the "Map")

2. I/We have reviewed and do hereby consent to and approve the attached Second Amendment to the Amended and Restated Condominium Declaration of Owl Meadows At Telluride ("Second Declaration Amendment"), as limited therein to the Building One and Building Four Completion Rights, and conditioned upon:

- a. the requirement that Building One and Building Four and the Units created therein (two Units in Building One and five Units in Building Four) and the associated Common Elements and Limited Common Elements are annexed into and become part of the Owl Meadows Homeowners Association, Inc. ("Association"); and
- b. Building One and Building Four are to be constructed in accordance with plans previously approved by the Historic and Architectural Review Commission of the Town of Telluride ("HARC"), as such Plans and Specifications were approved by HARC on April 24, 2008, Certificate of Appropriateness Number 8917, subject to minor or limited changes thereto required in new review by HARC and or the Town of Telluride and approved by the Association Board of Directors ("Board")


3. As stated in the Second Declaration Amendment, the Building One and Building Four Completion Rights, and the Extended Building One and Building Four Completion Expiration Date, are being extended only for the limited purpose of the buildout and completion and annexation of those Units into the existing Association and Community. No other rights, specifically including voting, or the right to further modify the Association, or the Declarations, or the Plans and Specifications, or the Units, or any right with respect to the existing and completed Units, Buildings, and HOA, are granted, or extended.

4. I/we understand that the Declarant has had a Promissory Note outstanding to the HOA. I/we further understand that concurrently herewith, Declarant has paid to the HOA all back due interest on said Note, and placed the principal due in an escrow account, which sums will be released to the HOA in the event the Second Amendment to the Declarations is hereby approved by a vote of at least 67% of the existing Unit Owners.

5. Upon consent by 67% of the Members, I/We hereby authorize, empower and instruct the Association to: (a) submit appropriate applications with the Town of Telluride to secure the approval of the Second Declaration Amendment on our behalf, if required, (b) execute and record the Second

Declaration Amendment on terms and conditions deemed reasonable by the Board consistent with the goals and objectives stated herein, and (c) subject to prior Board review and approval, submit and secure approval of any such other applications or matters as may be necessary and appropriate to further implement the matters contemplated in the Second Declaration Amendment, and (d) release the escrow funds to the Association.

**Reviewed, Approved and Executed By the Undersigned.**

  
By: SIOVANA PARTNERS LLC  
Name: STEPHEN D. DUNAWAY

Date: 7/17/15  
Title: MANAGING MEMBER

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_